

PROTOCOL
ON THE PRIVILEGES AND IMMUNITIES OF THE
EUROPEAN TELECOMMUNICATIONS SATELLITE ORGANIZATION
(EUTELSAT)

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THE STATES PARTIES TO THIS PROTOCOL:

HAVING REGARD TO the Convention and the Operating Agreement on the European Telecommunications Satellite Organization (EUTELSAT) opened for signature at Paris on 15 July 1982 and, in particular, to Articles IV and XVII c) of the Convention;

TAKING NOTE that EUTELSAT has concluded a Headquarters Agreement with the Government of the French Republic on 15 November 1985;

CONSIDERING that the aim of this Protocol is to facilitate the achievement of the purpose of EUTELSAT and to ensure the efficient performance of its functions;

HAVE AGREED AS FOLLOWS:

Article 1

Definitions

For the purposes of this Protocol:

- a) "Convention" means the Convention establishing the European Telecommunications Satellite Organization (EUTELSAT), including its Annexes, opened for signature at Paris on 15 July 1982;
- b) "Operating Agreement" means the Operating Agreement relating to the European Telecommunications Satellite Organization (EUTELSAT), including its Annexes, opened for signature at Paris on 15 July 1982;
- c) "Party to the Convention" means a State for which the Convention is in force or has been provisionally applied;
- d) "Headquarters Party" means the Party to the Convention in whose territory EUTELSAT has established its headquarters;

- e) "Signatory" means the telecommunication entity or the Party that has signed the Operating Agreement and for which that Agreement is in force or has been provisionally applied;
- f) "Party to the Protocol" means a State for which this Protocol is in force;
- g) "Staff member" means the Director General and any other staff member recruited by EUTELSAT who is employed exclusively by it, paid by it, and is subject to its staff Regulations;
- h) "Representatives" means representatives of Parties to the Convention and of Signatories including their respective heads of delegation, their alternates and advisers;
- i) "Archives" means all records belonging to or held by EUTELSAT such as document, correspondence, manuscripts, photographs, computer programs, films and recordings;
- j) "Official activities" means the activities carried out by EUTELSAT within the framework of its objectives as defined in the Convention;
- k) "Expert" means a person, other than a staff member, appointed to carry out a specific task for or on behalf of EUTELSAT and at its expense;
- l) "EUTELSAT Space Segment" means the space segment owned or leased by EUTELSAT as defined in the Convention;
- m) "Property" means anything that can be the subject of a right of ownership, including contractual rights;
- n) "Director General" means the Director General of EUTELSAT.

Article 2

Inviolability of Archives

The archives of EUTELSAT shall be inviolable wherever located and by whomsoever held.

Article 3

Immunity of EUTELSAT from Jurisdiction and Execution

- 1) EUTELSAT shall, in the exercise of its official activities, have immunity from jurisdiction except in following cases:

- a) where the Director General expressly waives such immunity in a particular case;
 - b) where a civil action is brought by a third party for damage arising from an accident caused by a motor vehicle or any other means of transport belonging to or operating on behalf of EUTELSAT, or in respect of traffic offence involving such a vehicle or means of transport;
 - c) for the attachment, pursuant to the final order of a court of law, of the salaries and emoluments including pensions, owed by EUTELSAT to a staff member or a former staff member;
 - d) in respect of a counter-claim directly connected with judicial proceedings initiated by EUTELSAT;
 - e) for the enforcement of an arbitration award made under Article XX of the Convention or Article 20 of the Operating Agreement.
- 2) Notwithstanding paragraph 1), no action shall be brought in the courts of Parties to the Protocol against EUTELSAT by Parties to the Convention, Signatories or persons acting for or deriving claims from any of them, relating to rights or obligations under the Convention or Operating Agreement.
- 3) a) The EUTELSAT Space Segment, wherever located and by whomsoever held, shall be immune from any search, restraint, requisition, seizure, confiscation, expropriation, sequestration or execution, whether by executive, administration or judicial action;
- b) All other property of EUTELSAT, wherever located and by whosoever held, shall enjoy the immunity set out in paragraph 3) a) except in respect of:
- i) an attachment or execution in order to satisfy a final judgement or order of a court of law that relates to any proceedings brought against EUTELSAT pursuant to paragraph 1);
 - ii) any action taken in accordance with the law of the State concerned which is temporarily necessary in connection with the prevention of or investigation into accidents involving motor vehicles or other means of transport belonging to, or operated on behalf of, EUTELSAT;

- iii) expropriation in respect of real property for public purposes and subject to prompt payment of fair compensation, provided that such expropriation does not prejudice the functions and operations of EUTELSAT.

Article 4

Fiscal and customs Provisions

- 1) Within the scope of its official activities, EUTELSAT and its property and income shall be exempt from all direct taxes.
- 2) Whenever EUTELSAT makes major purchases of goods or services that are necessary for performance of its official activities and whose price includes taxes or duties, the Party to the Protocol concerned shall take the measures necessary for the remittance or reimbursement of those taxes or duties.
- 3) Within the scope of its official activities, EUTELSAT shall be exempt from customs duties and taxes on EUTELSAT Space Segment and on equipment imported or exported in connection with the launching of satellites for use in the EUTELSAT Space Segment.
- 4) Goods acquired by or on behalf of EUTELSAT within the scope of its official activities shall be exempt from all prohibitions and restrictions on import or export.
- 5) No exemption shall be accorded in respect of taxes and duties which represent charges for specific services rendered.
- 6) No exemption shall be accorded in respect of goods acquired by, or services provided to, EUTELSAT for the personal benefit of staff members.
- 7) Goods exempted under this Article shall not be transferred, hired out or lent, permanently or temporarily, or sold, except in accordance with conditions laid down by the Party to the Protocol that granted the exemption. However, this prohibition shall not apply to the transfer of goods between different establishments of EUTELSAT.
- 8) Payments from EUTELSAT to Signatories pursuant to the Operating Agreement shall be exempt from national taxes by any Party to the Protocol, other than the Party that has designated the Signatory concerned.

Article 5

Funds, Currency and securities

EUTELSAT may receive and hold any kind of funds, currency or securities and dispose of them freely in connection with any of its official activities. It may hold accounts in any currency to the extent required for the performance of its official activities.

Article 6

Official Communications and Publications

- 1) With regard to its official communications and the distribution of all its documents, EUTELSAT shall enjoy in the territory of each Party to the Protocol treatment not less favourable than that generally accorded to equivalent intergovernmental organizations in the matter of priorities, rates and taxes on mails and all forms of telecommunications, as far as may be compatible with any International agreements to which that Party to the Protocol is a party.
- 2) With regard to its official communications, EUTELSAT may employ all appropriate means of communication, including messages in code or cipher. Parties to the Protocol shall not impose any restriction on the official communication of EUTELSAT or on the circulation of its official publications. No censorship shall be applied to such communications and publications.
- 3) Establishment and use by EUTELSAT of a radio station in the territory of any Party to the Protocol shall be permitted and shall be in accordance with the legislation in force in the territory concerned.

Article 7

Representatives of Parties

- 1) Representatives of Parties to the Convention shall enjoy, while performing their official functions and in the course of their journeys to and from the places of performance of those functions, the following privileges and immunities:

- a) immunity from arrest or detention, and from seizure of their personal luggage, except in the case of a grave crime or when found committing, attempting to commit or just having committed a criminal offence;
 - b) immunity from jurisdiction, even after the termination of their mission, in respect of acts, including words spoken or written done by them in the performance of their official functions; however, this immunity shall not apply in respect of a civil action by a third party for damage arising from an accident caused by a motor vehicle or other means of transport belonging to or driven by a representative, or in respect of traffic offence involving such vehicle and committed by him;
 - c) inviolability for all official papers and documents that are related to the official activities of EUTELSAT.
 - d) exemption from immigration restrictions and alien registration;
 - e) the same treatment in the in the matter of currency and exchange control as is accorded to representatives of foreign governments on temporary official mission;
 - f) the same treatment in the matter of customs as regard their personal luggage as is accorded to representatives of foreign governments on temporary mission.
- 2) The provisions of paragraph 1) shall not apply in relations between a Party to the Protocol and its representatives. Further, the provisions of sub-paragraph a), d), e) and f) of paragraph 1) shall not apply in relations between a Party to the Protocol and its nationals or permanent residents.

Article 8

Representatives of Signatories

- 1) Representatives of signatories shall enjoy, while performing their official functions in relation to the work of EUTELSAT and in the course of their journeys to and from their place of work, the following privileges, exemptions and immunities:
 - a) immunity from jurisdiction, even after the termination of their mission, in respect of acts, including words spoken or written, done by them in the performance of their official functions; however, this immunity shall not apply in respect of a civil action by a third for damage arising

- from an accident caused by a motor vehicle or other means of transport belonging to or driven by a representative, or in respect of a traffic offence involving such a vehicle and committed by him;
- b) inviolability for all official papers and documents that are related to the official activities of EUTELSAT;
 - c) exemption from immigration restrictions and alien registration.
- 2) The provisions of paragraph 1) shall not apply in relations between a party to the Protocol and the representatives of Signatory designated by it. Further, the provisions of subparagraph c) of paragraph 1) shall not apply in relations between a Party to the Protocol and its nationals or permanent residents.

Article 9

Staff Members

- 1) Staff members shall enjoy the following privileges and immunities:
- a) immunity from jurisdiction even after they have left the service EUTELSAT, in respect of acts, including words spoken or written, done by them in the performance of their official functions; however, this immunity shall not apply in respect of a civil action by a third party for damage arising from an accident caused by a motor vehicle or other means of transport belonging to or driven by a staff member, or in respect of a traffic offence involving such a vehicle and committed by him;
 - b) exemption, together with members of their families forming part of their household, from any obligations in respect of national service, including military service;
 - c) inviolability for all official papers and documents that are related to the official activities of EUTELSAT;
 - d) exemption, together with members of their families forming part of their household, from any immigration restrictions and alien registration;
 - e) the same treatment in the matter of currency and exchange control as is generally accorded to staff members of intergovernmental organizations;

- f) together with members of their families forming part of their household, the same facilities as to repatriation in time of international crises as are accorded to staff members of intergovernmental organization;
 - g) the right to import free of duty into the territory of any Party to the Protocol, their furniture and personal effects including a motor vehicle, at the time of taking up their post in the territory of the State concerned, and the right to export such items free of duty on relinquishing such post, in both cases in accordance with the laws and regulations of the State concerned. However, except in accordance with such laws and regulations, goods which have been exempted under this sub-paragraph shall not be transferred, hired out or lent permanently or temporarily, or sold.
- 2) Salaries and emoluments paid by EUTELSAT to staff members shall be exempt of income tax from the date upon which such staff members have begun to be liable for a tax imposed on their salaries and emoluments by EUTELSAT for the latter's benefit. Parties to the Protocol may take these salaries and emoluments into account for the purpose of assessing the amount of taxes to be applied to income from other sources. Parties to the Protocol are not required to grant exemption from income tax in respect of pensions and annuities paid to former staff members.
 - 3) Provided that the staff members are covered by a social security scheme of EUTELSAT providing adequate benefits, EUTELSAT and its staff members shall be exempt from all compulsory contributions to national social security schemes, subject to agreements to be concluded with the Party to the Protocol concerned in accordance with Article 21 of this Protocol or subject to the other relevant provisions in force in the territory of that Party to the Protocol. This exemption does not preclude any voluntary participation in a national social security scheme in accordance with the law of the Party to the Protocol concerned. Neither does it oblige a Party to the Protocol to make payments of benefits under social security schemes to staff members who are exempt under the provisions of this paragraph and who are not voluntary participants as aforesaid.
 - 4) The Parties to the Protocol are not obliged to accord to their nationals or permanent residents the privileges and immunities referred to the sub-paragraph b), d), e), f), and g) of paragraph 1).

Article 10

Director General

- 1) In addition to the privileges and immunities provided for staff members under Article 9 of this Protocol, the Director General shall enjoy:
 - a) immunity from arrest and detention, except when found committing, attempting to commit or just having committed a criminal offence;
 - b) immunity from civil and administrative jurisdiction and execution as enjoy by diplomatic agents, and full immunity from criminal jurisdiction; however, these immunities shall not apply in respect of a civil action by a third party for damage arising from an accident caused by a motor vehicle or other means of transport belonging to or driven by him, or in respect of a traffic offence involving such a vehicle and committed by him, subject to sub-paragraph a) above;
 - c) the same customs facilities as regard his personal luggage as are accorded to diplomatic agents.
- 2) The Parties to the Protocol are not obliges to accord to their nationals or permanent residents the immunities and facilities referred to in this Article.

Article 11

Experts

- 1) Experts, while performing their functions in relation to the work of EUTELSAT, and in the course of their journeys to and from the place of their mission shall enjoy the following privileges, exemptions and immunities:
 - a) immunity from jurisdiction, even after the termination of their mission, in respect of acts, including words spoken or written, done by them in performance of their official functions; however, this immunity shall not apply in respect of a civil action by a third party for damage arising from an accident caused by a motor vehicle or other means of transport belonging to or driven by an

- expert, or in respect of a traffic offence involving such a vehicle and committed by him;
- b) inviolability for all official papers and documents that are related to the official activities of EUTELSAT.
 - c) the same treatment in the matter of currency and exchange control as is accorded to the staff members of intergovernmental organizations;
 - d) exemption from immigration restrictions and alien registration.
- 2) The Parties to the Protocol shall not be obliged to accord to their nationals or permanent residents the privileges and immunities referred to in sub-paragraph c) and d) of paragraph 1).

Article 12

Arbitration and Other Persons Participating in Arbitration Proceedings

Whenever a dispute is submitted to arbitration in accordance with Article XX of Convention, the appropriate privileges and immunities for arbitrators and other persons participating in arbitration proceedings shall be established in a special agreement between the parties to the arbitration and the Party in whose territory the proceedings are to take place.

Article 13

Notification of Staff Members and Experts

The Director General shall inform a Party to the Protocol whenever a staff member or expert takes up or relinquishes his duties in the territory of that Party. Furthermore, the Director General shall regularly notify all Parties to the Convention of the names and nationalities of the staff members to whom the provisions of Article 9 of this Protocol apply.

Article 14

Waiver

- 1) The privileges and immunities provided for in this Protocol are not granted for the personal benefit of individuals but for the efficient performance of their official functions.
- 2) If privileges and immunities are likely to impede the course of justice, and in all cases where they may be waived without prejudice to the purposes for which they have been accorded, the authorities listed below have the right and duty to waive such privileges and immunities:
 - a) the Parties to the Protocol in respect of their representatives and representatives of their Signatories;
 - b) the Assembly of Parties of EUTELSAT, convened if necessary in extraordinary meeting, in respect of EUTELSAT;
 - c) the Board of Signatories of EUTELSAT in respect of Director General;
 - d) the Director General in respect of staff members and experts.

Article 15

Entry, Stay and Departure

The Parties to the Protocol shall take all appropriate measures to facilitate entry, stay and departure of representatives, staff members and experts.

Article 16

Observance of Laws and Regulations

EUTELSAT and all persons enjoying privileges and immunities under this Protocol shall respect the laws and regulations of the Parties to the Protocol concerned and cooperate at all times with the competent authorities of those Parties in order to ensure the observance of their laws and regulations and to prevent any abuse of the privileges and immunities provided for in this Protocol.

Article 17

Security

Each Party to the Protocol reserves the right to take all measures it considers necessary in the interest of its security.

Article 18

Settlement of Disputes

Any dispute between EUTELSAT and a Party to the Protocol or between two or more such Parties concerning the Interpretation or application of this Protocol that is not settled by negotiation shall, at request of any party to the dispute, be submitted to arbitration in accordance with Article XX and Annex B of the Convention.

Article 19

Arbitration Clause in Written Contracts

When concluding written contracts, other than those concluded in accordance with the staff regulations or those in which the Director General has expressly waived the immunity of EUTELSAT from jurisdiction, EUTELSAT shall provide for arbitration. The arbitration clause shall provide a means of establishing the law and procedure applicable, the composition of the tribunal, the procedure for the appointment of the arbitrators and the seat of the tribunal. The execution of the arbitration award shall be governed by rules in force in the State in whose territory the award is to be executed.

Article 20

Settlement of Disputes concerning Damage, Non-contractual Liability, or concerning Staff Members or Experts

Any Party to the Convention may submit to arbitration in accordance with Article XX and Annex B of the Convention any dispute:

- a) arising out of damage caused by EUTELSAT;
- b) involving any other non-contractual liability of EUTELSAT;
- c) involving a staff member or an expert and in which the person concerned can claim immunity from jurisdiction, if this immunity is not waived.

Article 21

Complementary Agreements

EUTELSAT may conclude with any Party to the Protocol complementary agreements or other arrangements to give effect to the provisions of this Protocol as regards such Party, or otherwise to ensure the efficient functioning of EUTELSAT.

Article 22

Signature, Ratification, Accession and Reservations

- 1) This Protocol shall be open for signature at Paris from 13 February 1987 to 31 December 1987.
- 2) All Parties to the Convention, other than the Headquarters Party, may become Parties to this Protocol 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.
- 3) Ratification, acceptance, approval or accession shall be effected by the deposit of appropriate instrument with the Depositary as defined in Article 25 of this Protocol.
- 4) Reservations to this Protocol may be made in accordance with international law and may be withdrawn at any time by a statement to that effect addressed to the Depositary.

Article 23

Entry into Force and Duration of the Protocol

- 1) This Protocol shall enter into force on the thirtieth day after the date on which five Parties to the Convention have fulfilled the requirements of paragraph 2) of Article 22 of this Protocol.

- 2) This Protocol shall cease to be in force on the date on which the Convention ceases to be in force.

Article 24

Entry into Force and Duration for a State

- 1) After the date of entry into force of this Protocol, this Protocol shall enter into force, for a State that has fulfilled the requirements of paragraph 2) of Article 22 of this Protocol, on the thirtieth day after the date of signature not subject to ratification, acceptance or approval, or of the deposit of an instrument of ratification, acceptance, approval or accession with the Depositary.
- 2) Any Party to the Protocol may denounce this Protocol by giving written notice to the Depositary. The denunciation shall become effective twelve months after the date of receipt of notice by the Depositary or such longer period as may be specified in the notice.
- 3) A Party to the Protocol shall cease to be a Party to the Protocol on the date on which it ceases to be a Party to the Convention.

Article 25

Depositary

- 1) The Director General shall be the Depositary for this Protocol.
- 2) The Depositary shall, in particular, promptly notify all Parties to the Convention of:
 - a) any signature of this Protocol;
 - b) the deposit of any instrument of ratification, acceptance, approval or accession;
 - c) the date of entry into force of this Protocol;
 - d) the date when a State has ceased to be a Party to this Protocol;
 - e) any other communications relating to this Protocol.

- 3) Upon entry into force of this Protocol, the Depositary shall transmit a certified copy of the original to the Secretariat of the United Nations for registration and publication in accordance with Article 102 of the Charter of the United Nations.

Article 26

Authentic Texts

This Protocol is established in a single original in the English and French languages, both texts being equally authentic, and shall be deposited with the Depositary who shall send a certified copy to each Party to the Convention.

IN WITNESS WHEREOF the undersigned, duly authorized for that purpose by their respective Governments, have signed this Protocol.

DONE at Paris this thirteenth day of February one thousand nine hundred and eighty seven.