

Outcome Of The Intersessional Working Group To The IMSO Assembly

**This Report, together with its Annex and Appendices, was approved by the Intersessional Working Group at its Third Session on 6 February 2004
(paragraph 4.5 of this Report refers)**

**OUTCOME OF THE INTERSESSIONAL WORKING GROUP
TO THE IMSO ASSEMBLY**

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OUTCOME OF THE INTERSESSIONAL WORKING GROUP TO THE IMSO ASSEMBLY

1 INTRODUCTION

1.1 The Intersessional Working Group (IWG) was established by the IMSO Assembly at its Sixteenth Session (ASSEMBLY/16/Report, paragraphs 7.10 to 7.19 refer). The IWG held three Sessions, in London, on 20 to 24 January 2003, 30 September to 3 October 2003 and 3 to 6 February 2004, under the chairmanship of Ms Ana Lucia Palhano Leal of Brazil who was appointed at the Sixteenth Session of the Assembly. The reports of each meeting of the IWG have been sent to all IMSO Member States at the conclusion of each session and are attached to this Report as Appendix 1 "Report of the First Session of the IWG", Appendix 2 "Report of the Second Session of the IWG" and Appendix 3 "Report of the Third Session of the IWG".

1.2 The Terms of Reference for the IWG, which had been decided by the Sixteenth Session of the Assembly, are attached at Annex I to this report. In particular the Assembly had requested the IWG to undertake a detailed study of a possible extension of IMSO's mandate and, in particular:

- .1 the proposed amendments to the Convention submitted by Denmark (ASSEMBLY/16/7);
- .2 the views expressed and proposals made by IMSO Member States at the Sixteenth Session of the Assembly, and at the IWG Sessions;
- .3 the outcome of relevant meetings of the IMO Maritime Safety Committee (MSC) and the ICAO Council;
- .4 the legal methodology of a possible extension of IMSO's mandate; and
- .5 the implementation consequences for the IMSO Secretariat in relation, *inter alia*, to budget, personnel, localization.

1.3 In addition to written contributions and statements made by Member States, the IWG took into account comments from the following intergovernmental organizations, which also attended sessions of the IWG as observers: the International Maritime Organization, the International Civil Aviation Organization and Cospas-Sarsat.

1.4 The Chairman of the Inmarsat Board, Mr Andrew Sukawaty and the former Chairman, Mr Richard Vos, attended part of the IWG sessions.

2 EXECUTIVE SUMMARY

2.1 The IWG was unable to reach consensus on the expansion of IMSO's mandate or the need for amendment to the IMSO Convention. There were three basic opinions expressed in this regard:

- .1 some IWG participants did not consider that extension of IMSO's oversight was necessary or desirable, and therefore did not support any amendments to the Convention;

.2 some IWG participants did not wholly support the amendments as proposed, but were in favour of amending the Convention in other respects; and

.3 several IWG participants believed there was an urgent need to extend IMSO's mandate and wished to focus the discussions on the amendments proposed by Denmark and modified text proposed by members of the IWG.

2.2 The outcome of the IWG's study is contained in the Reports of each of the three Sessions of the IWG hereby attached as Appendices 1, 2 and 3).

3 CONCLUSIONS

3.1 The IWG undertook a detailed study of the proposed amendments to the Convention, submitted by the Party of Denmark, as well as the views and proposals made by IMSO Member States, the outcome of relevant meetings of IMO and ICAO, the legal methodology of a possible extension of IMSO's mandate, and the implementation consequences for the IMSO Secretariat in relation, *inter alia*, to budget, personnel, localization.

3.2 The IWG decided that further consideration of the maritime amendments proposed by Denmark would depend in part on IMSO receiving a clear statement by IMO on its position in relation to the oversight of maritime mobile satellite service providers for the GMDSS. The IWG noted that the seventy-seventh session of the IMO Maritime Safety Committee, held in May-June 2003, had *"agreed that an intergovernmental oversight, similar to the oversight presently carried out by IMSO in respect of Inmarsat Ltd., would be needed when other providers of GMDSS satellite services would, in future, be accepted and recognized by the Organization. It, therefore, instructed the Secretariat to communicate with IMSO enquiring if that organization could carry out the oversight of future providers of satellite services for the GMDSS and advise MSC 78 accordingly."*

3.3 The IWG had also decided that further consideration of the aeronautical amendments proposed by Denmark would depend in part on IMSO receiving a clear statement by ICAO on its position in relation to the oversight of mobile-satellite service providers for the aeronautical mobile satellite safety communication services. The IWG noted that, at its 170th Session, held in September 2003, the ICAO Council had *"decided that it would not express a position on the proposed amendments, which is a matter under the jurisdiction of, and for a decision by, IMSO..... The ICAO Council would consider any such amendments in a spirit of cooperation so as to evaluate any need for consequential modification to the Agreement of Cooperation between ICAO and IMSO"*. Denmark withdrew the amendments relative to aeronautical services which it had proposed as there was no support for amending the Convention to cover aeronautical safety communications services.

3.4 Noting that the Assembly, at its Sixteenth Session, had agreed that a possible extension of the mandate of IMSO in respect of serving rural and remote areas should be studied further in detail, the IWG reviewed proposed amendments relating to this issue but was unable to conclude its consideration of this issue.

3.5 The IWG prepared a revised text of a number of draft amendments to the Convention, as set out in Annex V to the Report of the Third Session of the IWG. Certain texts in this Annex appear in square brackets to indicate possible alternative texts. In considering particular paragraphs of the proposed amendments, IWG participants who supported some or all of the amendments prepared draft text. Details are set out in paragraph 5.5 of the Report of the Third Session of the IWG.

3.6 A tabulation of the text of the amendments that has been prepared by the IWG is attached at Annex VI to the Report of the Third Session of the IWG

3.7 The IWG agreed that its study of a possible extension of IMSO's mandate should be undertaken in light of a detailed understanding of the legal methodology for implementing amendments to the Convention.

3.8 The IWG considered two documents prepared by the Director, on a preliminary basis, in response to the decision by the Sixteenth Session of the Assembly to instruct the IWG to assess the implementation consequences for the IMSO Secretariat in relation, *inter alia*, to budget, personnel and localization. The IWG recognized that decisions in relation to budget setting, cost sharing, headquarters and staffing depend to a very large extent on the decisions of the Assembly in relation to the proposed amendments. The IWG was, therefore, unable to further its consideration of these items. The IWG requested the Director to prepare further information for consideration by the Assembly, taking into account the amendments prepared by the IWG, including, among others:

- (a) the legal methodology of a possible extension of the mandate of the Organization;
- (b) the implementation consequences for the IMSO Secretariat; and
- (c) the possible implications for the termination of the Organization's legal and contractual responsibilities and obligations to its employees-

4 RECOMMENDATIONS

4.1 The IWG recommends that the Assembly consider the reports of each Session of the IWG.

4.2 The IWG recommends that the Assembly note that the Maritime Safety Committee of the International Maritime Organization had agreed, at its seventy-seventh session, that an intergovernmental oversight, similar to the oversight presently carried out by IMSO in respect of Inmarsat Ltd., would be needed when other providers of GMDSS satellite services would, in future, be accepted and recognized by IMO.

4.3 The IWG recommends that the Assembly notes that the IWG was unable to reach consensus on the expansion of IMSO's mandate or the need for amendment to the IMSO Convention.

4.4 The IWG further recommends that the Assembly consider the amendments proposed by the Party of Denmark, as amended by the IWG, in the light of the deliberations of the IWG contained in each report.

4.5 This Report, together with its Annex and Appendices, has been approved by the IWG.

TERMS OF REFERENCE FOR THE IMSO ASSEMBLY INTERSESSIONAL WORKING GROUP

(paragraphs 7.10 to 7.19 of ASSEMBLY/16/Report refer)

1 At its Sixteenth Session, the IMSO Assembly:

- (a) recalling that the IMO Assembly adopted Resolution A.888(21) "Criteria for the Provision of Mobile Satellite Communication Systems in the Global Maritime Distress and Safety System (GMDSS),
- (b) having noted the proposed amendments to the Convention submitted by the Party of Denmark, and the Explanatory Notes thereto, and after a thorough discussion during the Assembly Session,
- (c) agreeing that the role of IMSO in respect of GMDSS, aeronautical safety services and rural and remote areas, including the principle and the legal methodology of a possible extension of IMSO's mandate, should be studied further in detail,
- (d) noting that such extension may require amendments to the IMSO Convention, and possibly to other relevant agreements or treaties, and
- (e) further noting that the implementation and possible consequences of such extension should also be thoroughly assessed,

DECIDED to establish an Assembly Intersessional Working Group (IWG):

- (a) to undertake a detailed study of a possible extension of IMSO's mandate in light of the above propositions,
- (b) to consider the proposed amendments to the IMSO Convention, and the Explanatory Notes thereon, submitted by the Party of Denmark,
- (c) to take into account and consider the views expressed and proposals made by IMSO Member States at this Session of the Assembly, as well as views and proposals put forward to the IWG by any IMSO Member State, and
- (d) to bear in mind the competencies of other appropriate intergovernmental organizations, such as IMO, ICAO and the ITU, etc., and the specific nature of each service.

2. The Assembly further **DECIDED** to instruct the IWG:
 - (a) to prepare a report with conclusions, recommendations and possible proposals for submission to the next Session of the Assembly, at least six months before the Assembly Session; and
 - (b) to assess the implementation consequences for the IMSO Secretariat in relation, *inter alia*, to budget, personnel, localization.
 3. The Assembly further **DECIDED** to encourage Parties to actively participate in the work of the IWG, with a view to taking a decision on its recommendations at the next Session of the Assembly.
 4. The Assembly also **DECIDED** to request the Director to invite representatives of other international organizations, particularly IMO and ICAO, to participate in the IWG as observers.
 5. The Assembly also **NOTED** that the Director will invite the Chairman of the Board of the Company, or his representative, to participate in the IWG as observer, in accordance with Rule 6 of the Rules of Procedure for the Assembly.
 6. The Assembly **DECIDED** to appoint Mrs Ana Lucia Palhano Leal of Brazil as the Chairman of the IWG, by acclamation.
 7. The Assembly further **DECIDED** that Rules of Procedure of Assembly shall, *mutatis mutandis*, apply to the IWG, with the exception of Rule 15 relating to Quorum.
 8. The Assembly **DECIDED** that the first meeting of the IWG will be held in London, at Inmarsat Headquarters from 20 to 24 January 2003, and that the deadline for substantive submissions to the IWG shall be four weeks before the session.
 9. The Assembly **DECIDED** that the IWG should decide the place and dates of any subsequent meetings as well as any issues in connection with the deadlines relative to any substantive submissions.
 10. The Assembly **DECIDED** to invite IMSO Member States and observers to communicate to the Director the names of the persons forming their delegations to the IWG, well in advance of each meeting of the IWG, so as to enable him to make appropriate arrangements.
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International Mobile Satellite Organization

ASSEMBLY

Intersessional Working Group

First Session

20 – 24 January 2003

IWG/1/Report

Origin: Chairman

Date: 13 February 2003

**REPORT OF THE FIRST SESSION OF THE
IMSO ASSEMBLY INTERSESSIONAL WORKING GROUP**

**REPORT OF THE FIRST SESSION OF THE
IMSO ASSEMBLY INTERSESSIONAL WORKING GROUP**

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**REPORT OF THE FIRST SESSION OF THE
IMSO ASSEMBLY INTERSESSIONAL WORKING GROUP**

1 OPENING OF THE SESSION

The First Session of the Intersessional Working Group (IWG) established by the Sixteenth Session of the IMSO Assembly (ASSEMBLY/16/Report, paragraphs 7.10 to 7.19 refer), met in London from 20 to 23 January 2003.

The Chairman, Mrs Ana Lucia Palhano Leal, who was appointed by the Assembly, opened the session and welcomed participants from 28 Member States and 6 observers:

The list of Participants is contained in Annex I to this Report.

2 ADOPTION OF THE AGENDA

The IWG adopted the Agenda for the meeting which is set out in Annex II to this Report. The list of Documents issued is set out in Annex III.

3 RULES OF PROCEDURE

The IWG noted that the Assembly had decided that the Rules of Procedure of the Assembly shall, *mutatis mutandis*, apply to the IWG, with the exception of Rule 15 relating to Quorum.

4 TERMS OF REFERENCE

The IWG noted the Terms of Reference which had been decided by the Assembly, which are attached at Annex IV to this Report.

DETAILED STUDY OF A POSSIBLE EXTENSION OF IMSO'S MANDATE

The IWG noted that the main item for discussion was a detailed study of a possible extension of IMSO's mandate in the light of the terms of reference of the IWG and, in particular:

- (a) the proposed amendments to the Convention submitted by the Party of Denmark (ASSEMBLY/16/7);
- (b) the views expressed and proposals made by IMSO Member States at the Sixteenth Session of the Assembly;
- (c) other documents submitted by the Netherlands, France, Canada and the United States of America prior to the Session (IWG/1/2, IWG/1/3, IWG/1/4 and IWG/1/5, respectively); and
- (d) views and proposals put forward to the IWG at the present session.

The IWG noted presentations made by the observers from the International Maritime Organization and the International Civil Aviation Organization on background to their relationships with IMSO and the Inmarsat System.

5.1 Presentation by IMO

5.1.1 The observer from IMO informed the IWG on relevant issues concerning IMO's needs in relation to the oversight of maritime mobile satellite services for the Global Maritime Distress and Safety System (GMDSS) and evolution within IMO towards the approval of other satellite operators. In particular, he drew the attention of the IWG to:

- (a) the development of the International Convention on the Safety of Life at Sea (SOLAS) following the sinking of the RMS Titanic in April 1912 and consequent loss of life; and the evolution of Chapter IV of the SOLAS Convention leading to the development of the GMDSS;
- (b) the establishment of Inmarsat by IMO specifically to be an international, intergovernmental provider of mobile satellite services for the maritime community, as a necessary foundation on which the GMDSS could be built;
- (c) IMO's specific need for oversight of the GMDSS services provided by Inmarsat Limited and consequent close involvement in the negotiations leading to the privatisation of Inmarsat and establishment of a residual oversight mechanism in the form of IMSO;
- (d) IMO's present reliance on IMSO to provide continuing assurance of the standard of Inmarsat Limited's maritime operations (especially those mandated for the GMDSS by SOLAS Chap IV);

- (e) IMO's clear expectation that certain GMDSS functions could be provided also by other satellite service providers in the future. This expectation given substance in Resolution A.888(21) and the continuing focus of the Maritime Safety Committee (MSC) on keeping A.888 updated (most recently through consideration at COMSAR 7);
- (f) the absolute need for all service providers approved by IMO to provide such services to be subject to oversight and quality control procedures identical to those governing Inmarsat - so that the maritime community can be assured that these services will always be provided with continuity and to agreed standards; and
- (g) the fact that IMO had noted that "IMSO is considering expanding the scope of its oversight and this may result in oversight responsibility for all GMDSS satellite participants".

5.1.2 The IWG noted the information provided by IMO.

5.2 **Presentation by ICAO**

5.2.1 The observer from ICAO informed the IWG on ICAO's needs and expectations in relation to the oversight of aeronautical mobile satellite services provided by Inmarsat Limited and the issue of continuing assured compliance by Inmarsat with ICAO's Standards and Recommended Practices (SARPs). In particular, he drew the attention of the IWG to the following:

- (a) the Inmarsat Convention (1976), as amended, which in revised Article 3 stated that one of the purposes of the Organization was "to make provision for the space segment necessary for improving, as practicable, aeronautical communications, notably for the sake of safety", and revised Article 27 which provided that Inmarsat "shall take into account the relevant international standards, regulations, resolutions, procedures and recommendations" of ICAO. These amendments were made specifically to reflect the position of the ICAO Council on these issues;
- (b) the consequent signature in 1989, by ICAO and Inmarsat, of an Agreement of Cooperation, which recognized the exclusive competence of ICAO for establishing SARPs in the field of aeronautical communications, and provided proper coordination and cooperation between the two Organizations in all matters related to the planning and provision of aeronautical mobile satellite communications;
- (c) considering that specific references to aeronautical communications no longer appeared in the amended IMSO Convention after privatisation of Inmarsat, ICAO and IMSO discussed the terms of a draft Agreement of Cooperation to supersede the 1989 Agreement. These discussions focussed on the need to fill the gap between the former Inmarsat Convention and the IMSO Convention. Discussions in the ICAO Council during 1999 demonstrated particular concerns as to the

implementation of ICAO SARPs by the company and the corollary oversight duties of IMSO. The Fifteenth Session of the IMSO Assembly approved new wording for the Agreement of Cooperation, proposed by ICAO, stipulating that "IMSO will ensure that the Company takes into account the applicable ICAO Standards and Recommended Practices in line with the public Services Agreement and will regularly inform ICAO accordingly". A revised Agreement was subsequently signed on 20 September 2000;

- (d) IMSO's reporting to ICAO on the company's aeronautical communications has been well received so far and more systematic and documented information is desired for the future;
- (e) the ICAO Secretariat welcomes proposed amendments to the IMSO Convention that contribute to ensuring that aeronautical mobile satellite safety communication services be actually provided in accordance with the Standards and Recommended Practices established by ICAO; and
- (f) should, as a result of the amendments, such oversight be extended to other service providers, the Agreement of Cooperation would deserve being amended accordingly.

5.2.2 The IWG noted the information provided by ICAO.

5.3 **Submissions by IMSO Member States**

Denmark

5.3.1 The IWG noted a presentation by the representative of Denmark of their proposed amendments to the IMSO Convention, and Explanatory Notes thereon, which had been submitted to the Assembly at its Sixteenth Session (ASSEMBLY/16/7).

The Netherlands

5.3.2 The IWG also noted the view of The Netherlands Administration, expressed in its written submission (IWG/1/2).

Canada

5.3.3 The IWG considered a submission by Canada (IWG/1/3) that set out the approach Canada was taking for the purposes of discussing the amendments proposed by the Party of Denmark. Canada had noted that a variety of scenarios could be contemplated to address the questions raised by the certification of multiple operators of mobile satellite communications to support the GMDSS. However, before assessment and consideration of different possible scenarios could take place, there would be a need to have a clear understanding of the existing legal instruments governing the IMSO mandate and functions. In particular, it would be useful for the IWG participants to obtain an interpretation of Clause 18(c) of the PSA with regard to the interplay between the adoption of amendments to the relevant SOLAS Convention provisions and effective termination of the PSA.

5.3.4 In this regard, Canada expressed the preliminary view that the words “*whichever is later*” in the provision ensure that termination could only occur after all three elements of Clause 18(c) of the PSA have taken place, including “*when IMO determines that the GMDSS requirements referred to in Clause 2.1 of the PSA are being satisfied by other satellite system operators*”. In other words, amendments to the SOLAS Convention and certification of new operators alone would not be sufficient to effect termination of the PSA. In Canada’s view, IMO has the latitude to decide if and when it would be appropriate to make a positive determination to the effect that GMDSS requirements *are being satisfied by other satellite system operators*. Therefore, it would indirectly belong to the IMO in the short, medium or longer-term to assess whether the PSA and the IMSO are still required.

France

5.3.5 The IWG also considered a submission by France (IWG/1/4), which identified some questions about the principle of an extension of the current competencies of IMSO regarding Inmarsat to other providers and proposed a methodology for the IWG to focus on these issues.

United States of America

5.3.6 The IWG noted a submission by the United States of America (IWG/1/5) and that the USA expressed strong support for the expansion of the Global Maritime Distress and Safety System (GMDSS) through the participation of additional MSS system operators. In this regard, the USA believed that governments should endeavour to maintain high standards of reliability for the GMDSS while expanding the reach of the system and access to it, and that to do so it would be important to maintain efficiency and to welcome new and improved technologies.

5.3.7 The IMO, and its Assembly Resolution A.888(21) adopted on 25 November 1999, should be the focal point of intergovernmental efforts to expand GMDSS. The USA does not see any need at this time to change the mandate of the IMSO to include either new services such as aeronautical mobile-satellite services or service providers other than Inmarsat Ltd and Inmarsat Ventures plc as was proposed at the last Assembly.

5.3.8 The USA recommended that IMSO should cooperate with the IMO in an IMO review of the Resolution A.888(21) criteria and procedures to be applied to MSS operators participating in the GMDSS.

5.3.9 The USA informed the IWG that it was seriously concerned about proposals for new or additional intergovernmental oversight and industry funding that could adversely affect the MSS industry, observing that anything that weakens an MSS operator or the industry may impair GMDSS. Unnecessary regulations, and associated fees and other costs, could harm MSS operators or deter them from participating in the GMDSS, potentially threatening the expansion of GMDSS services. The best path to ensuring a safe, reliable and growing GMDSS system is one built on efficiency and a minimum of bureaucracy. The USA believed that, as the originator of the GMDSS and its primary custodian, the IMO should be the preferred vehicle for addressing issues related to the GMDSS. Similarly, it

would be appropriate for ICAO to decide itself about any changes in the oversight of aeronautical emergency communications.

5.3.10 The USA does not believe that any change in the IMSO mandate or charter is required at this time. Such changes would be appropriate only if a requirement can be clearly articulated, if they are specifically supported by IMO and/or ICAO, if they could be accomplished without adding bureaucracy or creating new costs for Parties or satellite service providers, and if they would help enable other providers to participate in the GMDSS. None of these conditions has yet been demonstrated. Nonetheless, the USA is eager to work in any way possible with other governments to identify ways to strengthen the GMDSS.

5.4 **Review by the IWG**

Following the proposal by France (IWG/1/4), the IWG decided to undertake a separate consideration of the three service elements covered by the Public Services Agreement and the amendments proposed by Denmark.

5.4.1 **Mobile Satellite services for the GMDSS**

5.4.1.1 In relation to the GMDSS, the IWG attempted to develop answers to the following questions:

- (a) is there a need for any oversight of MSS service providers for the GMDSS;
- (b) if there is a need for oversight, should it apply only to Inmarsat Limited or also to other service providers which may be approved by IMO in future for participation in the GMDSS; and
- (c) if there is a need for oversight, should it be provided by individual governments, by IMO, by IMSO, or by some other entity?

5.4.1.2 The IWG then undertook a wide-ranging discussion of the issues before it and agreed the following considerations and issues, which are relevant to the introduction of new mobile satellite service providers into the GMDSS:

1 Background

1(a) The introduction of new mobile satellite communications service providers (MSSPs) in the GMDSS may entail:

- .1 initial evaluation and recognition of a new MSSP
- .2 periodic monitoring and reporting of the performance of a new MSSP

1(b) The introduction of a new MSSP into the GMDSS may also lead to a review of the role and functions of either Inmarsat Ltd or IMSO or both.

2 Initial Evaluation and Recognition of a new MSS

2(a) The work of the International Maritime Organisation (IMO) so far has led to the development of:

- .1 IMO Assembly Resolution A.888(21) on Criteria for the provision of mobile-satellite communication systems for use in the GMDSS
- .2 Draft MSC Circular on Procedure for Evaluation and Possible Recognition of Mobile Satellite Systems notified for use in the GMDSS (COMSAR 7/WP.3 – Annex 4)

2(b) IMO may need to consider other aspects in connection with the initial recognition or, for example, the legal framework between the IMO or the Contracting Governments to SOLAS and the new MSSP.

3 Periodic monitoring and reporting of the performance of new MSSPs

3(a) During the discussions at IMO on the recognition of a new MSSP questions may be raised as to:

.1 whether there is a need to periodically monitor the performance of new MSSPs (i.e. oversight)?

.2 what are the criteria to be verified during such periodic monitoring?

.3 how frequent such periodic monitoring should be (i.e. every six months, annually, etc.)?

.4 how such periodic monitoring should be carried out (i.e. the methodology to be followed)?

.5 who should carry out the periodic monitoring of the performance of new MSSPs?

3(b) Periodic monitoring of the performance of new MSSPs may be one of the conditions which may be imposed at the time of recognition of new MSSPs. This condition may be imposed either as a result of a collective decision of all Contracting Governments to SOLAS 74 or as a decision of a Contracting Government prior to allowing the new MSSP to provide services to ships entitled to fly their flag.

4 Is there a need to periodically monitor the performance of the new MSS?

4(a) This issue will have to be discussed within IMO and agreed by the Contracting Governments to SOLAS 74.

4(b) The way IMO has moved during the recent years suggests that some form of oversight may be required.

5 What are the criteria to be verified during such periodic monitoring?

5(a) At present, aside from what is included in Resolution A.888(21) this issue has not been specifically addressed by the Contracting Governments to SOLAS 74.

5(b) It is reasonable to assume that Contracting Governments will look what has happened so far with the oversight of Inmarsat Ltd and that they will develop appropriate generic criteria similar to those used today.

5(c) Appropriate ITU provisions may be referenced or new ones developed. There may be a need for IMO and ITU to cooperate further in this regard.

6 How frequent should such periodic monitoring and reporting be?

6(a) This issue will have to be discussed within IMO and agreed by the Contracting Governments to SOLAS 74.

7 How should monitoring be carried out (i.e. the methodology to be followed)?

7(a) This methodology will have to be developed within IMO and agreed by the Contracting Governments to SOLAS 74.

8 Who should carry out the periodic monitoring of the performance of the new MSSPs?

8(a) After IMO has agreed the performance criteria, periodicity and methodology of the periodic monitoring of the performance of new MSSPs (see sections 5,6 and 7 above), some of the options available for carrying out this activity are:

.1 periodical monitoring of the performance could be left to be addressed and dealt with by the Contracting Government to SOLAS which has proposed a new MSSP for recognition. The Contracting Government could be asked (or required) to make a report of its findings to IMO from time to time;

.2 this task could be assigned to a group of Contracting Governments who would act on behalf of all Contracting Governments and would report to IMO;

.3 SOLAS 74 (and if need-be the IMO Convention) may be amended in such a way that the IMO Secretariat could be assigned this task;

.4 discussions could lead to the establishment an international body (or organisation) to undertake this task and to report to IMO;

.5 IMSO may be requested to undertake this task and report to IMO.

8(b) Some other considerations that may also be taken into account include:

.1 the roles that proposing governments (i.e. governments that present an MSS system to the IMO for recognition as a component of the GMDSS) can play to ensure the greatest efficiency of the monitoring process;

.2 the value of technology neutrality in standards setting to encourage the availability and use of new technologies (consistent with the essential safety of life and property goals of the GMDSS); and

.3 the benefits of involving interested MSS system operators, through Governments, in the intergovernmental policy-making process regarding GMDSS as the above issues are examined.

8(c) There may be other options available. What is reasonable to assume is that the Contracting Governments to SOLAS will be inclined to adopt a mechanism which is simple, provides reliable periodic monitoring, does not entail to serious financial implications to themselves and necessitates the least changes to the international administrative and legislative framework.

9 The role of IMSO

9(a) The Contracting Governments to SOLAS 74 and IMO, during the deliberations of the issue, may seek advice on the following matters:

.1 what would be the possible impact of IMO approval of other MSSPs on SOLAS as amended, or on the Public Services Agreement between IMSO and Inmarsat Limited;

.2 whether IMSO (subject to the establishment of the appropriate framework) is willing to undertake the oversight function; and

.3 if IMSO is willing to undertake these functions, what is the necessary legal, administrative and financial framework to be put in place and how long it will take for these arrangements to be put in place and given effect (i.e. enter into force).

9(b) IMO, during the recent years, on a number of occasions has asked other inter-governmental organisations and non-governmental organisations with whom it has agreements of co-operation to provide advice on matters of their expertise. Therefore it is probable that IMO may also seek from IMSO advice on the whole issue or on specific aspects in the light of the various scenarios of oversight that may be under discussion.

5.4.1.3 The IWG also noted that discussions had taken place at the IMO Subcommittee on Radiocommunications (COMSAR) at its seventh session (13 to 17 January 2003) concerning maritime security, and proposals by the USA and Brazil (COMSAR 7/J/5) concerning long range identification and tracking of ships, and that members may wish to review the final report of the Subcommittee (COMSAR 7/21 – Report to MSC – paragraph 16.11) in relation to this issue.

5.4.1.4 The IWG decided that further consideration of the maritime amendments proposed by Denmark would depend in part on IMSO receiving a clear statement by IMO on its position in relation to the oversight of MSS service providers for the GMDSS. Recalling the present Agreement of Cooperation between IMSO and IMO, which had been signed on 15 December 1999, the IWG agreed to invite Member States present, who are also Contracting Governments to the SOLAS Convention, to consider raising these issues in IMO. In this regard, Denmark advised the IWG of its intention to make a submission on these issues to the next session of the Maritime Safety Committee (MSC 77 – 28 May to 6 June 2003).

5.4.1.5 The IWG requested the Director to provide information at its next session on developments in IMO which relate to the terms of reference of the Group.

5.4.2 Aeronautical Mobile Satellite Services

5.4.2.1 The IWG undertook a wide-ranging discussion of the issues relating to the proposed amendments on aeronautical mobile satellite safety communication services. Based on a discussion document developed by a number of delegations on behalf of the group, the IWG noted that:

- (a) prior to the amendments to the Inmarsat Convention giving effect to the privatisation of Inmarsat, that Convention had included provisions relating to aeronautical mobile satellite safety communication services;
- (b) as it stands today, the IMSO Convention does not mention aeronautical mobile satellite safety communication services. However, the present Agreement of Cooperation between IMSO and ICAO, which was approved by the ICAO Council and the IMSO Assembly of Parties and signed by the President of the Council of ICAO and the Director of IMSO on 20 September 2000, includes the following provisions:

“ICAO and IMSO shall establish and maintain close but non-exclusive consultation and cooperation in matters of common concern relating to aeronautical mobile-satellite communications and, for this purpose:

- (a) arrangements shall be made for regular exchange of information on the activities of each Organization on such matters;*
- (b) in particular, IMSO will ensure that the company ^{1/} takes into account the applicable ICAO SARPs in line with the Public Services Agreement, and will regularly inform ICAO accordingly”;*
- (c) the IWG was not aware that any formal discussion had taken place between ICAO Member Governments relating to the proposed aeronautical amendments. In this regard, Japan stated their opinion that discussions between ICAO Member Governments would be necessary before IMSO could consider the proposed aeronautical amendments in more detail.

5.4.2.2 In the light of these considerations, the IWG identified the following questions which it believed would need to be answered before it could complete its work in relation to the proposed aeronautical amendments:

- (a) is there a need for new or additional oversight of aeronautical mobile satellite safety communication services?

^{1/} reference to “the company” in the ICAO/IMSO Agreement of Cooperation means Inmarsat Limited.

- (b) is there a formal definition of aeronautical mobile satellite safety communication services and which services are so defined?
- (c) if there is a need for new or additional oversight:
 - .1 which precise services should be subject to such oversight;
 - .2 what should be the criteria for deciding which service providers are subject to oversight;
 - .3 how would those service providers become subject to oversight;
 - .4 who should provide the oversight, and how; and
- (d) if oversight were to be provided by IMSO, what would be the financial, legal and administrative implications?

5.4.2.3 The IWG decided that further consideration of the aeronautical amendments proposed by Denmark would depend in part on IMSO receiving a clear statement by ICAO on its position in relation to the oversight of MSS service providers for the aeronautical mobile satellite safety communication services. Recalling the present Agreement of Cooperation between IMSO and ICAO, which had been signed on 20 September 2000, the IWG agreed to invite Member States present, who are also Contracting Governments to the ICAO Convention, to consider raising these issues in ICAO.

5.4.3 **Seeking to serve all areas where there is a need**

5.4.3.1 Noting that the Assembly, at its sixteenth session, had agreed that the role of IMSO in respect of the rural and remote areas, including the principle and the legal methodology of a possible extension of IMSO's mandate, should be studied further in detail, the IWG reviewed the proposed amendments relating to this issue.

5.4.3.2 Denmark informed the IWG that the relevant provisions were included in Articles 3(c) and 5(2) of the proposed revised Convention. Denmark also advised the IWG that no change was proposed to Article 3(c) and that this same text existed in the present Convention. The substantive changes were in revised Article 5(2), which sought only to establish a mechanism for fulfilling the obligation under Article 3(c).

5.4.3.3 The IWG noted that, while the text of Article 3(c) remains unchanged, proposed new Article 3 would generally extend IMSO oversight to other providers of mobile satellite services and in this respect it also represents a substantive change.

5.4.3.4 Some delegations believed that the effect of proposed new Article 5(2) could be to establish a universal service obligation for mobile satellite operators. Some other delegations stated that this was not the intention in seeking to amend the Convention and that IMSO would be practically unable to perform this function.

5.4.3.5 The IWG was informed that the intent of the proposed amendments was in fact limited to establishing a mandate for IMSO to perform a coordinating and facilitating role in seeking to focus the efforts and resources of donor countries, international organizations, agencies and private companies to extend the benefits of mobile satellite communications to the largest number of people in the rural and remote regions of the world.

5.4.3.6 Some delegations noted that several organizations, including the ITU and other specialised agencies of the UN, were already carrying out technical assistance activities of great value. In light of this, Canada questioned the need for IMSO to do so.

5.4.3.7 One delegation pointed out the possibility of a limited referrals function being instituted within IMSO following similar recently introduced practice in other international organizations. Such a mechanism could help direct requests for assistance from developing countries to relevant donor agencies that may be able to assist.

5.4.3.8 A number of delegations asked for more information concerning the current activities of the Secretariat in regard to rural and remote service provided by Inmarsat Limited. In this regard the IWG recalled the detailed information that had been provided by the Secretariat to the Assembly at its sixteenth session, and instructed the Director to provide a further report on this subject to the IWG at its next session. There was a general view that, to the degree that it was consistent with the organization's duty of commercial confidentiality, this type of information should also be included in the Annual Report to Parties on the activities of the Secretariat.

5.4.3.9 Canada noted that such information could provide a valuable starting point from which to progress the IWG's further consideration of the rural and remote issues.

5.4.3.10 Some of the developing countries present urged the organization to ensure that any actions that might be undertaken in respect of rural and remote communications should result in long-term engagement with the country concerned and not lead to a proliferation of short-term, unfinished projects.

5.4.3.11 The observer from the ITU noted that the ITU already has a series of programmes designed to deliver technical cooperation assistance to developing countries. This assistance generally took the form of projects ranging from education to sending expert consultants to meet particular needs. These projects were routinely coordinated with other aid agencies, organizations and companies.

5.4.3.12 The IWG was unable to conclude its consideration of the obligation to seek to serve all areas in which there is a need for mobile satellite communications at this session and agreed to continue this debate at its next session.

5.4.4 **Proposed amendments to the Convention**

5.4.4.1 The IWG therefore noted that it had been unable to complete its consideration of agenda item 5.1, the proposed amendments to the Convention submitted by the Party of Denmark, at this session.

6 THE IMPLEMENTATION CONSEQUENCES OF A POSSIBLE EXTENSION OF IMSO'S MANDATE

The IWG did not consider this agenda item at this session.

7 ANY OTHER BUSINESS

7.1 The observer from ITU reported on the status of discussions in ITU regarding IMSO's request for exemption from financial contribution (see ITU C02/94, section 2). The matter was not decided at ITU Council 2002 nor discussed at ITU's Plenipotentiary meeting in 2002. Therefore, IMSO Parties who are also ITU Member States may wish to re-activate the discussion at the next ITU Council meeting, referring to C02/11, B.4, stressing that IMSO is an intergovernmental treaty organization.

8 DATE AND PLACE OF NEXT SESSION

8.1 The IWG agreed that a further session would be necessary before it could complete its work. In this regard the IWG expressed the wish that delegations to the next session would be fully prepared to debate and decide on all of the key issues which the IWG had been charged to consider by the Assembly.

8.2 The IWG agreed that the purposes of its next session would be to:

- (a) consider in detail the amendments proposed by Denmark;
- (b) review the implementation consequences of a possible extension of IMSO's mandate in relation, *inter alia*, to budget, personnel, and relocation of the Headquarters Building; and
- (c) reach conclusions and make appropriate recommendations to the Assembly accordingly.

8.3 Brazil proposed that the next session of the IWG should be held in London from 29 September to 3 October 2003. There was some discussion that these dates could conflict with another meeting and Cyprus suggested alternative dates of 27 to 31 October 2003. The matter was left to the Director to resolve in cooperation with the Chairman.

8.4 The IWG noted that the Rules of Procedure provided that documents could be submitted up to 24 hours before the session at which they were to be considered.

9 ADOPTION OF THE REPORT

9.1 The IWG decided to adopt this report of its first session, noting that it did not constitute a final report of its consideration of the items referred to it by the Assembly at its Sixteenth Session.

9.2 The IWG noted that the Director will arrange for the Report of its first Session to be circulated to all IMSO Member States and observers.

LIST OF PARTICIPANTS

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INTERNATIONAL TELECOMMUNICATION UNION (ITU) Mr Richard Hill
Counsellor
ITU-T SG 2

CHAIRMAN OF BOARD OF INMARSAT VENTURES Mr Richard Vos

IMSO Mr Jerzy W. Vonau
Director

Mr Andy Fuller
Head of Technical Services

Ms Jenny Ray
Head of Secretariat Services

**AGENDA FOR THE FIRST SESSION OF THE
IMSO ASSEMBLY INTERSESSIONAL WORKING GROUP**

- 1 Opening of the Session
 - 2 Adoption of the Agenda
 - 3 Rules of Procedure
 - 4 Terms of Reference
 - 5 Detailed study of a possible extension of IMSO's mandate, in the light of the terms of reference of the IWG and, in particular:
 - (a) the proposed amendments to the Convention submitted by the Party of Denmark
 - (b) the views expressed and proposals made by IMSO Member States at the Sixteenth Session of the Assembly, as well as views and proposals put forward to the IWG by any IMSO Member State
 - 6 The implementation consequences of a possible extension of IMSO's mandate in relation, *inter alia*, to budget, personnel, relocation of Headquarters Building
 - 7 Any Other Business
 - 8 Date and Place of Next Session
 - 9 Adoption of Report
-

LIST OF DOCUMENTS

IWG/1/1	Provisional Agenda for the First Session of the IMSO Assembly Intersessional Working Group (IWG)
IWG/1/2	Views of the Netherlands Administration
IWG/1/3	Views of the Party of Canada
IWG/1/4	Views of the Party of France
IWG/1/5	Views of the Party of the United States of America

INFORMATION DOCUMENTS

IWG/1/INF/1	Provisional List of Documents
IWG/1/INF/2	Provisional List of Participants
IWG/1/INF/3	Rules of Procedure of the Assembly
IWG/1/INF/4	Terms of Reference for the IWG
IWG/1/INF/5	Proposed amendments to the Convention submitted by the Party of Denmark, and the Explanatory Notes thereto
IWG/1/INF/6	Comments by ICAO on the Proposed Amendments
IWG/1/INF/7	Comments by IMSO Parties on the Proposed Amendments
IWG/1/INF/8	Document submitted by COSPAS-SARSAT
IWG/1/INF/9	Extract from the Report of the Sixteenth Session of the IMSO Assembly - Text of Agenda item 7 "Proposed Amendments to the IMSO Convention"
IWG/1/INF/10	Agreement of Cooperation between the International Civil Aviation Organization (ICAO) and the International Mobile Satellite Organization (IMSO)
IWG/1/INF/11	Agreement of Cooperation between the International Maritime Organization (IMO) and the International Mobile Satellite Organization (IMSO)

TERMS OF REFERENCE FOR THE IMSO ASSEMBLY INTERSESSIONAL WORKING GROUP

(paragraphs 7.10 to 7.19 of ASSEMBLY/16/Report refer)

1 At its Sixteenth Session, the IMSO Assembly:

- (a) recalling that the IMO Assembly adopted Resolution A.888(21) "Criteria for the Provision of Mobile Satellite Communication Systems in the Global Maritime Distress and Safety System (GMDSS),
- (b) having noted the proposed amendments to the Convention submitted by the Party of Denmark, and the Explanatory Notes thereto, and after a thorough discussion during the Assembly Session,
- (c) agreeing that the role of IMSO in respect of GMDSS, aeronautical safety services and rural and remote areas, including the principle and the legal methodology of a possible extension of IMSO's mandate, should be studied further in detail,
- (d) noting that such extension may require amendments to the IMSO Convention, and possibly to other relevant agreements or treaties, and
- (e) further noting that the implementation and possible consequences of such extension should also be thoroughly assessed,

DECIDED to establish an Assembly Intersessional Working Group (IWG):

- (a) to undertake a detailed study of a possible extension of IMSO's mandate in light of the above propositions,
- (b) to consider the proposed amendments to the IMSO Convention, and the Explanatory Notes thereon, submitted by the Party of Denmark,
- (c) to take into account and consider the views expressed and proposals made by IMSO Member States at this Session of the Assembly, as well as views and proposals put forward to the IWG by any IMSO Member State, and
- (d) to bear in mind the competencies of other appropriate intergovernmental organizations, such as IMO, ICAO and the ITU, etc., and the specific nature of each service.

2. The Assembly further **DECIDED** to instruct the IWG:
 - (a) to prepare a report with conclusions, recommendations and possible proposals for submission to the next Session of the Assembly, at least six months before the Assembly Session; and
 - (b) to assess the implementation consequences for the IMSO Secretariat in relation, *inter alia*, to budget, personnel, localization.
 3. The Assembly further **DECIDED** to encourage Parties to actively participate in the work of the IWG, with a view to taking a decision on its recommendations at the next Session of the Assembly.
 4. The Assembly also **DECIDED** to request the Director to invite representatives of other international organizations, particularly IMO and ICAO, to participate in the IWG as observers.
 5. The Assembly also **NOTED** that the Director will invite the Chairman of the Board of the Company, or his representative, to participate in the IWG as observer, in accordance with Rule 6 of the Rules of Procedure for the Assembly.
 6. The Assembly **DECIDED** to appoint Mrs Ana Lucia Palhano Leal of Brazil as the Chairman of the IWG, by acclamation.
 7. The Assembly further **DECIDED** that Rules of Procedure of Assembly shall, *mutatis mutandis*, apply to the IWG, with the exception of Rule 15 relating to Quorum.
 8. The Assembly **DECIDED** that the first meeting of the IWG will be held in London, at Inmarsat Headquarters from 20 to 24 January 2003, and that the deadline for substantive submissions to the IWG shall be four weeks before the session.
 9. The Assembly **DECIDED** that the IWG should decide the place and dates of any subsequent meetings as well as any issues in connection with the deadlines relative to any substantive submissions.
 10. The Assembly **DECIDED** to invite IMSO Member States and observers to communicate to the Director the names of the persons forming their delegations to the IWG, well in advance of each meeting of the IWG, so as to enable him to make appropriate arrangements.
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International Mobile Satellite Organization

ASSEMBLY

Intersessional Working Group

Second Session

30 September to 3 October 2003

IWG/2/Report

Origin: Chairman

Date: 17 October 2003

**REPORT OF THE SECOND SESSION OF THE
IMSO ASSEMBLY INTERSESSIONAL WORKING GROUP**

**REPORT OF THE SECOND SESSION OF THE
IMSO ASSEMBLY INTERSESSIONAL WORKING GROUP**

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REPORT OF THE SECOND SESSION OF THE IMSO ASSEMBLY INTERSESSIONAL WORKING GROUP

1 OPENING OF THE SESSION

1.1 The second session of the Intersessional Working Group (IWG) established by the IMSO Assembly at its sixteenth session (ASSEMBLY/16/Report, paragraphs 7.10 to 7.19 refer), met in London from 30 September to 3 October 2003.

1.2 The Chairman, Mrs Ana Lucia Palhano Leal, who was appointed by the Assembly, opened the session and welcomed participants from 26 Member States, Observers from the International Maritime Organization and Cospas-Sarsat, and the Chairman of the Inmarsat Board, Mr Richard Vos.

1.3 The list of Participants is contained in Annex I to this Report.

1.4 The Chairman reminded the IWG that it had agreed at its first session that a further session would be necessary before it could complete its work. In this regard the IWG had expressed the wish that delegations to the next session would be fully prepared to debate and decide on all of the key issues which the IWG had been charged to consider by the Assembly.

1.5 The IWG had also agreed that the purposes of this session would be to:

- (a) consider in detail the amendments proposed by Denmark;
- (b) review the implementation consequences of a possible extension of IMSO's mandate in relation, *inter alia*, to budget, personnel, and relocation of the Headquarters Building; and
- (c) reach conclusions and make appropriate recommendations to the Assembly accordingly.

1.6 The IWG noted in particular that the Assembly, at its Sixteenth Session, had, *inter alia*, agreed that the role of IMSO in respect of GMDSS, aeronautical safety services and rural and remote areas, including the principle and the legal methodology of a possible extension of IMSO's mandate, should be studied further in detail.

2 ADOPTION OF THE AGENDA

2.1 The IWG adopted the Agenda for the meeting which is set out in Annex II to this Report. The list of Documents issued is set out in Annex III.

3 RULES OF PROCEDURE

3.1 The IWG noted IWG/2/INF/3 “Rules of Procedure for the IWG”; in particular that the Assembly had decided that the Rules of Procedure of the Assembly shall, *mutatis mutandis*, apply to the IWG, with the exception of Rule 15 relating to Quorum and Rule 30 where it had been decided that, for cost reasons, the working language of the IWG would be English only, therefore simultaneous interpretation was not provided.

4 TERMS OF REFERENCE

4.1 The IWG noted IWG/2/INF/4 “Terms of Reference for the IMSO Assembly Intersessional Working Group”; which had been decided by the sixteenth session of the Assembly (paragraphs 7.10 to 7.19 of ASSEMBLY/16/Report refer), which are attached at Annex IV to this Report.

5 REVIEW OF REPORT OF THE FIRST SESSION OF THE IWG

5.1 The IWG recalled the report of its first session, which was held from 20 to 24 January 2003, which had been distributed to all IMSO Member States on 12 February 2003. The IWG further recalled that it had adopted the report of its first session at that session.

6 DETAILED STUDY OF A POSSIBLE EXTENSION OF IMSO’S MANDATE

The IWG noted that the main subject for discussion was a detailed study of a possible extension of IMSO’s mandate and, in particular:

- (a) the proposed amendments to the Convention submitted by Denmark (ASSEMBLY/16/7);
- (b) the views expressed and proposals made by IMSO Member States at the sixteenth session of the Assembly, and at the first and present sessions of the IWG;
- (c) the outcome of meetings of the seventy-seventh session of the IMO Maritime Safety Committee (MSC) and the ICAO Council;
- (d) the legal methodology of a possible extension of IMSO’s mandate;
- (e) the implementation consequences for the IMSO Secretariat in relation, *inter alia*, to budget, personnel, localization; and
- (f) the answers to questions posed at the first session of the IWG.

6.1 International Maritime Organization

6.1.1 The IWG noted Section 1 of IWG/2/2 and ADD/1 “Outcome of Meeting of the IMO Maritime Safety Committee (MSC)”; in particular that:

(a) at its first session, the IWG had requested the Director to provide information at its next session on developments in IMO which relate to the terms of reference of the Group (IWG/1/Report, paragraph 5.4.1.5 refers);

(b) at its seventy-seventh session, held in May-June 2003, the IMO MSC, under item 10 of its Agenda "Radiocommunications and Search and Rescue" considered document MSC 77/10/4 (IWG/2/2 Annex I) submitted by Denmark on intergovernmental oversight of possible future mobile-satellite service providers to the GMDSS; and

(c) the result of the deliberations of the MSC on this issue is contained in paragraphs 10.39 and 10.40 of its Report, under the heading "Intergovernmental Oversight of Possible Future Mobile-Satellite Service Providers to the GMDSS", as follows:

"10.39 The Committee considered document MSC 77/10/4 (Denmark) addressing the question of intergovernmental oversight of possible future mobile-satellite service providers to the GMDSS; and informing the Committee of issues raised at the International Mobile Satellite Organization (IMSO) before inviting it to formally request IMSO to carry out such an oversight with respect to possible future providers of the said services as well as to continue overseeing the activities of Inmarsat relevant to the GMDSS.

10.40 Taking into account comments made by the overwhelming majority of those who spoke in favour of the Danish proposal, the Committee agreed that an intergovernmental oversight, similar to the oversight presently carried out by IMSO in respect of Inmarsat Ltd., would be needed when other providers of GMDSS satellite services would, in future, be accepted and recognized by the Organization. It, therefore, instructed the Secretariat to communicate with IMSO enquiring if that organization could carry out the oversight of future providers of satellite services for the GMDSS and advise MSC 78 accordingly."

6.1.2 In addition, under the headings 'Procedure for Recognition of Mobile-Satellite Systems' and 'Review of Resolution A.888(21)' the Report of the MSC paragraphs 10.8 and 10.9 state as follows:

"10.8 The Committee approved MSC/CIRC.1077 on Procedure for evaluation and possible recognition of mobile-satellite systems notified for use in the GMDSS and agreed that the Sub-Committee should consider any future nominated such systems under its work programme item on 'Satellite services: Inmarsat and COSPAS-SARSAT).

10.9 In accordance with operative paragraph 3(c) of Resolution A.888(21) on Criteria for the provision of mobile-satellite communication systems in the GMDSS, the Committee authorized the Sub-Committee to review the resolution, under its work programme item 'Satellite services (Inmarsat and COSPAS-SARSAT)', with a view to keeping it updated to secure the long-term integrity of the GMDSS."

6.1.3 The IWG also noted a letter from the IMO Secretariat dated 15 September 2003 regarding the outcome of the seventy-seventh session of the IMO Maritime Safety Committee (IWG/2/2/ADD/1) which invited the Director to bring the request of the Maritime Safety Committee to the attention of IMSO. The Director was further invited to make the IMO Secretariat aware of IMSO's response so that the IMO Secretariat could, in turn, advise MSC 78 (to be held from 12 to 21 May 2004) accordingly.

6.2 International Civil Aviation Organization

6.2.1 The IWG, at its first session, had instructed the Director to invite ICAO to provide its comments on the amendments to the IMSO Convention proposed by Denmark, particularly Articles 3 and 4 thereof. The IWG was informed that the Council of ICAO had considered this matter on 21 May 2003. The Director of the ICAO Legal Bureau had written to the Director on 30 May 2003 (IWG/2/2, Annex II), as follows:

“... the Council of ICAO considered this matter on 21 May 2003 during the Third Meeting of its 169th Session.

It appeared from the debate that the referenced amendments did not receive favourable acceptance from the Council of ICAO. Accordingly, the Council decided that an additional analysis of the amendments will be carried out by the Secretariat.

Meanwhile, this matter is deferred to the next (170th) Session of the Council, for its further consideration prior to the Second Meeting of IWG.”

6.2.2 Following further consideration of this issue by the ICAO Council, the Secretary General of ICAO had subsequently written to the Director on 29 September 2003 (IWG/2/2/ADD/2) to advise IMSO that:

“Since ICAO had been invited by the IWG to provide its comments on the proposed amendments to the IMSO Convention, the ICAO Council has given further consideration to this matter on 19 September 2003, during the first meeting of its 170th Session. On the basis of Secretariat analysis, the Council decided that it would not express a position on the proposed amendments, which is a matter under the jurisdiction of, and for a decision by, IMSO. The Council nevertheless wishes to re-affirm that, in the field of aeronautical communications (including aeronautical communications by satellite), ICAO, by virtue of the Convention on International Civil Aviation (Chicago, 1944), has exclusive competence to establish international Standards, Recommended Practices and Procedures for implementation by its Contracting States, as recognised in the first Whereas Clause of the Agreement of Cooperation between ICAO and IMSO, signed in Montreal on 20 September 2000. While the ICAO Council does not express a position on the proposed amendments to the IMSO Convention, the Secretary General of ICAO would nonetheless appreciate being informed if IMSO decides to proceed therewith. The ICAO Council would consider any such amendments in a spirit of cooperation so as to evaluate any need for consequential modifications to the Agreement of Cooperation between ICAO and IMSO”.

6.3 **Discussion of the four main principles of the proposed amendments**

Before beginning its detailed consideration of the proposed amendments, the IWG discussed the four main principles of the proposed amendments, as outlined in the Explanatory Notes on the Amendments proposed by the Denmark, taking into account the views expressed and proposals made by IMSO Member States at the Assembly, as well as views and proposals put forward to the IWG, as follows:

6.3.1 **Amendments to enlarge the scope of IMSO to include future providers of GMDSS mobile-satellite services**

6.3.1.1 The IWG recalled that, at its first session, it had posed the following questions (IWG/1/Report, Section 5.4.1 refers):

(a) is there a need for any oversight of mobile-satellite service providers for the GMDSS;

(b) if there is a need for oversight, should it apply only to Inmarsat Limited or also to other service providers which may be approved by IMO in future for participation in the GMDSS; and

(c) if there is a need for oversight, should it be provided by individual governments, by IMO, by IMSO, or by some other entity?

6.3.1.2 The IWG also noted that, at its first session, it had decided (IWG/1/Report, paragraph 5.4.1.4 refers) that further consideration of the maritime amendments proposed by Denmark would depend in part on IMSO receiving a clear statement by IMO on its position in relation to the oversight of MSS service providers for the GMDSS.

6.3.1.3 Several delegations expressed the view that there is a need for expanding the role of IMSO if other providers operate under Chapter IV of SOLAS, and that the outcome of IMO MSC strengthened this need.

6.3.1.4 However, other delegations expressed the view that there is not a need to expand IMSO's responsibilities to cover other providers of the GMDSS and that this was a matter for IMO.

6.3.1.5 Some delegations did not take a position on this matter.

6.3.1.6 The IWG noted the statement by Canada, attached at Annex V to this Report.

6.3.2 **Amendments to enlarge the scope of IMSO in oversight of aeronautical safety services**

6.3.2.1 The IWG noted that, at its first session, it had undertaken a wide-ranging discussion of the issues relating to the proposed amendments on aeronautical mobile satellite safety communication services; and had identified a number of questions which it believed would need to be answered

before it could complete its work in relation to the proposed aeronautical amendments (IWG/1/Report, Section 5.4.2 refers).

6.3.2.2 The IWG had also decided, at its first session, that further consideration of the aeronautical amendments proposed by Denmark would depend in part on IMSO receiving a clear statement by ICAO on its position in relation to the oversight of mobile-satellite service providers for the aeronautical mobile satellite safety communication services, and agreed to invite Member States present, who are also Contracting Governments to the ICAO Convention, to consider raising these issues in ICAO.

6.3.2.3 The IWG noted the letter from the Secretary General of ICAO of 29 September 2003 (paragraph 6.2.2 of this Report refers).

6.3.2.4 Some delegations expressed the view that, as there had not been a formal request from ICAO, it was premature to discuss possible amendments to the IMSO Convention to include aeronautical safety services, which are covered by the Convention on International Civil Aviation (Chicago, 1944).

6.3.2.5 Denmark indicated that, as there was no support for amending the Convention to cover aeronautical safety communications services, it would withdraw the amendments relative to aeronautical services which it had proposed. France indicated that it therefore also withdrew its proposed changes to the amendments.

6.3.2.6 Delegations recognized the importance of global aeronautical mobile satellite safety communications services in the future, and believed that, subject to developments at ICAO, this matter may be subject to future consideration.

6.3.2.7 The IWG noted the statement by Bangladesh, Belgium and Liberia attached at Annex VI to this Report.

6.3.3 **Amendments concerning mobile satellite communications in rural and remote areas**

6.3.3.1 The IWG noted that, at its first session, it had noted that the Assembly, at its sixteenth session, had agreed that the role of IMSO in respect of the rural and remote areas should be studied further in detail. The IWG had reviewed the proposed amendments relating to this issue (Section 5.4.3 of IWG/1/Report refers). However, the IWG had been unable to conclude its consideration of the obligation to seek to serve all areas in which there is a need for mobile satellite communications at its first session, and had agreed to continue this debate at its next session.

6.3.3.2 The IWG reviewed amendments to Articles 3 and 5 of the Convention, which had been proposed by Denmark with suggested changes thereto submitted by India and France.

6.3.3.3 Various delegations expressed the views that:

- (a) the current text of the Convention should be maintained;

(b) IMSO should not be mandated to oversee rural and remote communications for new providers; and

(c) the proposed amendments had merit and that each of the alternative texts should be put forward to the Assembly, perhaps in square brackets.

6.3.3.4 The IWG noted the statement by Japan attached at Annex VII to this Report.

6.3.3.5 The IWG noted the statement by Belgium attached at Annex VIII to this Report.

6.3.3.6 The IWG noted a statement by Colombia attached at Annex IX to this Report.

6.3.4 **Amendment to use the title of “Directorate” rather than “Secretariat”**

The IWG reviewed amendments to the Convention relevant to general administrative issues which had been proposed by Denmark with suggested changes thereto submitted by the France, which primarily related to using the word “provider” rather than “company” and to change the title “Secretariat” to “Directorate”.

6.4 **Proposed Amendments to the Convention**

6.4.1 The IWG noted that, at its first session, it did not complete its consideration of the proposed amendments to the Convention submitted by Denmark (ASSEMBLY/16/7). The IWG therefore invited Denmark to present its proposed amendments for detailed consideration on an Article by Article basis.

6.4.2 In this regard, the IWG noted:

(a) IWG/2/3 “Comments of the Party of India on Amendments to Article 5 of the Convention proposed by the Party of Denmark”; in particular that India strongly supports the proposed provisions under Article 5(2) seeking to cover all areas where there is need and proposed additional wording at the end of Article 5(2) as proposed by Denmark, as follows: “on cost based tariff.”

(b) IWG/2/4 “Proposals for Amendments to the Danish Proposed Amendments to the IMSO Convention”, which had been submitted by France, and which proposed further amendments to the Preamble and to Articles 1, 3, 4, 5 and 11.

India and France presented their detailed proposals at the appropriate point in the consideration of the text proposed by Denmark.

6.4.3 In deciding how to approach this review, the IWG agreed to consider these proposed amendments under four subject headings:

- (a) oversight of maritime mobile-satellite communication services for the GMDSS;
- (b) oversight of aeronautical safety satellite services and compliance with ICAO SARPs;
- (c) oversight of satellite services in rural and remote areas of the world; and
- (d) administrative and other matters generally affecting the Secretariat.

6.4.4 The IWG noted the statement by the Russian Federation attached at Annex X to this report.

6.4.5 The IWG noted the statement by the United States of America attached at Annex XI to this Report.

6.4.6 France withdrew its proposal for a new Article (3)(1)(c) and for two new paragraphs in the Preamble.

6.4.7 In relation to the detailed amendments, the IWG:

.1 prepared text relating to oversight by IMSO of maritime mobile-satellite communication services for the GMDSS, noting that some elements remained in square brackets, as reflected in Annex XII;

.2 noted the withdrawal by Denmark of its proposed amendments relating to aeronautical safety satellite communication services;

.3 placed in square brackets proposed alternative text of amendments relating to the obligation to seek to serve rural and remote areas of developing countries; and

.4 prepared various general and administrative amendments, noting that some elements remained in square brackets.

6.5 **Miscellaneous**

6.5.1 The IWG requested the Director to study and advise the Assembly on various issues relating to the drafting of Article 20 "Termination", and possible implications for the termination of the Organization's legal and contractual responsibilities and obligations to its employees.

6.5.2 The IWG recommended that the Assembly note that the Maritime Safety Committee of the International Maritime Organization had agreed, at its seventy-seventh session, that an intergovernmental oversight, similar to the oversight presently carried out by IMSO in respect of Inmarsat Ltd., would be needed when other providers of GMDSS satellite service would, in future, be accepted and recognized by the Organization.

6.5.3 The IWG noted that France had recommended that a paragraph be included in the Preamble to the Convention to provide for reference to decisions within IMO regarding the agreement of the Maritime Safety Committee referred to in paragraph 6.5.2 above. The IWG agreed that an appropriate paragraph be included in the draft amendments to the Preamble to the IMSO Convention to provide for any developments which may prevail within IMO at the time of adoption of the amendments, if the Assembly so decides.

7 **THE IMPLEMENTATION CONSEQUENCES OF A POSSIBLE EXTENSION OF IMSO'S MANDATE**

7.1 **Budget Setting, Cost Sharing, Headquarters and Staffing Issues**

7.1.1 The Director presented the following documents:

(a) IWG/2/5 “Budget Setting and Cost Sharing”, which gave a preliminary outline of possible revised budgetary procedures in the event that the Assembly decides to amend the Convention, and proposed a method for sharing the agreed costs of the Organization between more than one Provider; and

(b) IWG/2/6 “Headquarters and Staffing Issues”, which gave a preliminary outline of certain issues relating to the Headquarters and Staff of the Organization that will need resolution in the event that the Assembly decides to amend the Convention.

These documents had been prepared in response to the request by the sixteenth session of the Assembly to instruct the IWG to assess the implementation consequences for the IMSO Secretariat in relation, *inter alia*, to budget, personnel, localization.

These documents were not discussed by the IWG. However, the IWG had some discussion about cost sharing in relation to the proposed amendment to the Convention, and it was agreed that this was a complex issue which needed to be considered further.

7.2 **Legal Methodology of a Possible Extension of IMSO’s Mandate**

7.2.1 Several delegations recalled the IWG’s Terms of Reference that require that the study of a possible extension of the IMSO’s mandate be done in light of further study in detail of the legal methodology of a possible extension. These delegations also recalled interventions made on the issue at the Assembly and IWG, and the obligation that the IWG’s work take into account and consider the views so expressed.

7.2.2 The IWG noted informal remarks by the Director on the steps to be taken to lead to a possible extension of IMSO’s mandate.

7.2.3 The IWG noted the statement by the United Kingdom attached at Annex XIII to this Report.

7.2.4 The IWG noted, with appreciation, that Canada* intended to invite Member States to work by electronic correspondence (e-mail) to exchange views and examine issues relating to the legal methodology of a possible extension of IMSO’s mandate, taking into account the informal remarks of the Director, and the implementation consequences for the IMSO Secretariat, including the issues raised in documents IWG/2/5 and IWG/2/6.

8 **ANY OTHER BUSINESS**

8.1 **Presentation by the Chairman of the Inmarsat Board**

* Contact details: Mr René Guerrette: email: Guerrette.Rene@ic.gc.ca; phone: + 1613 990-4669; fax: + 1 613 998-4530

8.1.1 The IWG noted, with appreciation, a presentation by Mr Richard Vos, the Chairman of the Inmarsat Board on current developments within Inmarsat; in particular in relation to Inmarsat's commitment to the GMDSS and the other Public Service Obligations. Mr Vos stressed that, for the future, it is important that Inmarsat be given similar treatment to its competitors, having neither more constraints nor more favourable treatment than them.

8.2 **Date of next Session of the Assembly**

8.2.1 The IWG noted that the Assembly had decided at its Sixteenth Session that the next regular session of the Assembly should be held in the last quarter of 2004, in or around October 2004, in London, unless an invitation were received from a Party to host the Session. The Assembly had also noted that the Director would consult as necessary and inform Parties of the exact dates and location for the next regular session of the Assembly.

9 **ADOPTION OF THE REPORT OF THE IWG**

9.1 The IWG adopted the report of the second session of the IWG.

9.2 The IWG decided that a third and final session of the IWG will be necessary in order to conclude work under its Terms of Reference established by the Assembly, and requested the Director to make appropriate arrangements for this meeting to be held during the week 2 to 6 February 2004.

9.3 The IWG noted that the Director will arrange for the report of this session to be circulated to all IMSO Member States and Observers.

LIST OF PARTICIPANTS

Chairman: Mrs Ana Lucia Palhano Leal

BANGLADESH	Captain Moin Uddin Ahmed Alternative Permanent Representative of Bangladesh to IMO and Counsellor (Maritime)
BELGIUM	Mrs Marielle Ver Elst Minister Plenipotentiary Ministry of Foreign Affairs
BRAZIL	Mrs Ana Lucia Palhano Leal (Chairman) International Affairs Office to the President National Telecommunications Agency (ANATEL) Mr José Bastos Mollica Private Services Office National Telecommunications Agency (ANATEL)
CANADA	Mr René Guerrette Senior Advisor International Organizations Industry Canada
COLOMBIA	Mr Rafael Correa Lara Minister Plenipotentiary Colombian Embassy Ms Angélica Gomez Colombian Embassy
CYPRUS	Mr Nicolaos Charalambous Cyprus High Commission
CZECH REPUBLIC	Mr Petr Ondracek Ministry of Informatics Head of Integration Secretariat Electronic Communications Department

DENMARK

Mr Jørgen Rasmussen
(Chairman of the IMSO Assembly)
Chief Ship Surveyor
Danish Maritime Authority

FRANCE

Mme Laurence Beau
Ministère des Affaires Etrangères

Mlle Hélène Lebedeff
Ministère de l'Economie, des Finances
et de l'Industrie

M François Escaffre
(Chairman of the Advisory Committee)
Rear Admiral (Maritime Affairs)
National Maritime Search & Rescue Co-ordinator
Secretariat General of the Sea (SECMER)

GERMANY

Mr Hans-Joachim Schemel
Senior Executive Officer
Federal Ministry of Economics and Labour

GREECE

Mr I. Proios
Ministry of Transport and Communications

INDIA

Sh Ramesh Lalwani
Advisor (Technology)
Department of Telecommunications

ITALY

Mr Antonio Nastrucci
Maritime Attaché
Italian Embassy, London

JAPAN

Mr Masaaki Sakamaki
Director, Mobile Satellite Communications Division,
Radio Department,
Ministry of Public Management, Home Affairs, Posts and
Telecommunications

Mr Keiichiro Seki
Director, International Organizations Office,
International Affairs Department,
Ministry of Public Management, Home Affairs, Posts and
Telecommunications

Mr Hirokazu Igarashi
Official, International Science Cooperation Division,
Foreign Policy Bureau,
Ministry of Foreign Affairs

Mr Norimitsu Takagi
Deputy Director
Office of Aeronautical Satellite Systems
Civil Aviation Bureau
Ministry of Land, Infrastructure and Transport

Mr Isao Sugino
First Secretary,
Embassy of Japan, London

LATVIA

Mr Austris Adumans
Latvian Shipping Company

LIBERIA

Her Excellency Mrs Agnes R. Taylor
Permanent Representative of the
Republic of Liberia to IMO

Captain Armett E. Hill
Deputy Permanent Representative
of the Republic of Liberia to IMO

MALTA

Mr. Pierre Zammit Endrich
Safety Coordinator
Malta Maritime Authority

Mr Lawrence Sciberras
Flag and Port State Control Inspector
Technical Department
Merchant Shipping Directorate
Malta Maritime Authority

MARSHALL ISLANDS

Mr David J.F. Bruce
Senior Deputy Commissioner for Maritime Affairs

PAKISTAN

Mr Zehoor Ahmed
Second Secretary
Pakistan High Commission, London

ANNEX I

PHILIPPINES	Mr Neil Frank R. Ferrer Second Secretary and Consul Embassy of the Philippines, London
POLAND	Captain Pawel Czerwinski Permanent Representative of the Republic of Poland to IMO
PORTUGAL	Mr Filipe Santos Costa ANACOM
RUSSIAN FEDERATION	Ms Nadia Nesterenko Director of International Accounts and Intercarrier Relations Department Morzviazsputnik
TANZANIA	Mrs Mary Dotto Frequency Management Engineer, Tanzania Communications Commission.
UNITED KINGDOM	Mr Michael Leach International Satellite Telecommunications Department of Trade and Industry
UNITED STATES OF AMERICA	Mr Steven Lett Deputy United States Coordinator US Department of State Dr Richard Lamb Information Technology Policy Officer International Communications & Information Policy US Department of State Ms Deepti Rohatgi Office of Strategic Planning & Satellite Policy US Department of State Mr Jack Gleason International Affairs US Department of Commerce

OBSERVERS

**INTERNATIONAL MARITIME
ORGANIZATION (IMO)**

Mr V. Lebedev
Senior Technical Officer
Sub-Division for Navigation and Cargoes
Maritime Safety Division

COSPAS-SARSAT

Mr Daniel Levesque
Head of the Cospas-Sarsat Secretariat

**CHAIRMAN OF BOARD OF
INMARSAT VENTURES**

Mr Richard Vos

IMSO

Mr Jerzy W. Vonau
Director

Mr Andy Fuller
Head of Technical Services

Ms Jenny Ray
Head of Secretariat Services

**AGENDA FOR THE SECOND SESSION OF THE
IMSO ASSEMBLY INTERSESSIONAL WORKING GROUP**

- 1 Opening of the Session
 - 2 Adoption of the Agenda
 - 3 Rules of Procedure
 - 4 Terms of Reference
 - 5 Review of Report of the First Session of the IWG
 - 6 Detailed study of a possible extension of IMSO's mandate, in particular:
 - (a) the proposed amendments to the Convention submitted by the Party of Denmark
 - (b) outcome of meetings of Seventy-Seventh Session of IMO Maritime Safety Committee and ICAO Council
 - 7 The implementation consequences of a possible extension of IMSO's mandate in relation, *inter alia*, to budget, personnel, relocation of Headquarters Building
 - 8 Any Other Business
 - 9 Adoption of Report
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LIST OF DOCUMENTS

IWG/2/1 REV/1	Provisional Agenda for the Second Session of the IMSO Assembly Intersessional Working Group (IWG)
IWG/2/2 + ADDs 1&2	Outcome of Meetings of the Seventy-Seventh Session of the IMO Maritime Safety Committee and the ICAO Council
IWG/2/3	Comments of Party of India on Amendments to Article 5 of the Convention proposed by the Party of Denmark, submitted by the Party of India
IWG/2/4	Proposals for Amendments to the Danish Proposed Amendment to the IMSO Convention, submitted by the Party of France
IWG/2/5	Budget Setting and Cost Sharing
IWG/2/6	Headquarters and Staffing Issues

TERMS OF REFERENCE FOR THE IMSO ASSEMBLY INTERSESSIONAL WORKING GROUP

(paragraphs 7.10 to 7.19 of ASSEMBLY/16/Report refer)

- 1 At its Sixteenth Session, the IMSO Assembly:
- (a) recalling that the IMO Assembly adopted Resolution A.888(21) “Criteria for the Provision of Mobile Satellite Communication Systems in the Global Maritime Distress and Safety System (GMDSS),
 - (b) having noted the proposed amendments to the Convention submitted by the Party of Denmark, and the Explanatory Notes thereto, and after a thorough discussion during the Assembly Session,
 - (c) agreeing that the role of IMSO in respect of GMDSS, aeronautical safety services and rural and remote areas, including the principle and the legal methodology of a possible extension of IMSO’s mandate, should be studied further in detail,
 - (d) noting that such extension may require amendments to the IMSO Convention, and possibly to other relevant agreements or treaties, and
 - (e) further noting that the implementation and possible consequences of such extension should also be thoroughly assessed,

DECIDED to establish an Assembly Intersessional Working Group (IWG):

- (a) to undertake a detailed study of a possible extension of IMSO’s mandate in light of the above propositions,
- (b) to consider the proposed amendments to the IMSO Convention, and the Explanatory Notes thereon, submitted by the Party of Denmark,
- (c) to take into account and consider the views expressed and proposals made by IMSO Member States at this Session of the Assembly, as well as views and proposals put forward to the IWG by any IMSO Member State, and
- (d) to bear in mind the competencies of other appropriate intergovernmental organizations, such as IMO, ICAO and the ITU, etc., and the specific nature of each service.

2. The Assembly further **DECIDED** to instruct the IWG:
 - (a) to prepare a report with conclusions, recommendations and possible proposals for submission to the next Session of the Assembly, at least six months before the Assembly Session; and
 - (b) to assess the implementation consequences for the IMSO Secretariat in relation, *inter alia*, to budget, personnel, localization.
 3. The Assembly further **DECIDED** to encourage Parties to actively participate in the work of the IWG, with a view to taking a decision on its recommendations at the next Session of the Assembly.
 4. The Assembly also **DECIDED** to request the Director to invite representatives of other international organizations, particularly IMO and ICAO, to participate in the IWG as observers.
 5. The Assembly also **NOTED** that the Director will invite the Chairman of the Board of the Company, or his representative, to participate in the IWG as observer, in accordance with Rule 6 of the Rules of Procedure for the Assembly.
 6. The Assembly **DECIDED** to appoint Mrs Ana Lucia Palhano Leal of Brazil as the Chairman of the IWG, by acclamation.
 7. The Assembly further **DECIDED** that Rules of Procedure of Assembly shall, *mutatis mutandis*, apply to the IWG, with the exception of Rule 15 relating to Quorum.
 8. The Assembly **DECIDED** that the first meeting of the IWG will be held in London, at Inmarsat Headquarters from 20 to 24 January 2003, and that the deadline for substantive submissions to the IWG shall be four weeks before the session.
 9. The Assembly **DECIDED** that the IWG should decide the place and dates of any subsequent meetings as well as any issues in connection with the deadlines relative to any substantive submissions.
 10. The Assembly **DECIDED** to invite IMSO Member States and observers to communicate to the Director the names of the persons forming their delegations to the IWG, well in advance of each meeting of the IWG, so as to enable him to make appropriate arrangements.
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STATEMENT BY CANADA

(paragraph 6.3.1.6 of this report refers)

Canada expressed the view that it cannot support a recommendation for the adoption of the amendments by the Assembly as it is not convinced that all avenues have been investigated at this time.

However, Canada is open to continued discussions on the future of the IMSO; the means available to it and IMO to ensure continuity of the GMDSS when other operators are recognized by IMO; the scope of the obligations to be imposed on Inmarsat and the other providers of GMDSS in a competitive environment and the role of IMSO in light of its current function and the needs of IMO.

STATEMENT BY BANGLADESH, BELGIUM AND LIBERIA

(paragraph 6.3.2.8 of this report refers)

The Parties of Bangladesh, Belgium and Liberia recognize that there may be a role for IMSO in the oversight of global aeronautical mobile satellite safety communications services in the future, and believed that, subject to developments and a decision by or request from ICAO, this possibility should be retained for future consideration and reflected in the draft amendments.

STATEMENT BY JAPAN

(paragraph 6.3.3.4 of this Report refers)

Japan recognizes the significance of service supply with respect to communications in remote areas.

In relation to securing communication services to remote areas, various international meetings such as ITU conferences and a task force organized by the United Nations etc. have actively discussed this issue. Japan has also been actively engaged in promoting international cooperation.

Concerning the issues of the forms and ways IMSO should involve itself in satellite mobile communications to secure services in remote areas, Japan recognizes that it is necessary to thoroughly examine the issue at the IWG.

IMSO oversight could present a new restriction to the business plans of the existing service providers, and the financial burden from IMSO oversight could possibly reduce the competitive power of the MSS service providers. Apprehensions that difficulties will occur in the smooth business promotion of private service providers could possibly lead to problems on securing communications to remote areas.

Japan considers it important not to discourage securing services to remote areas. At a time when neither the object nor the substance of IMSO oversight has been sufficiently discussed and clarified, Japan takes the position that IMSO should oversee only Inmarsat Ltd. for now, however, Japan expects further constructive examination of the issues of IMSO's future involvement.

STATEMENT BY BELGIUM

(paragraph 6.3.3.5 of this Report refers)

Belgium, taking into account the proposals by Denmark, India and France as well as the comments made during discussions, suggests that paragraph (2) of Article 5 of the proposed amendments should read:

“Subject to support and funding by national regional and international mechanisms dealing with technical assistance or capacity building in developing countries, the Organization can take measures or steps to assist Providers in serving areas where there is a need for the provision of global mobile satellite communication services, giving due consideration in particular to the rural and remote areas of developing countries.”

STATEMENT BY COLOMBIA

(paragraph 6.3.3.6 of this Report refers)

The Party of Colombia wishes to thank IMSO for this opportunity to speak, as we believe that our country – together with all developing countries – needs mobile satellite communications for our rural areas and remote regions. Such communications are crucial for our national security and communication between communities.

In addition, Colombia is experiencing high levels of violence due to outlaw armed groups that grow drug crops in these areas, so acquiring economic power to carry out acts of terrorism. These groups have therefore been dubbed “nacroterrorists” by major world country organisations, such as the Organization of American States (OAS), the Latin American Group of 7 meeting in Panama, and the European Union.

These armed nacroterrorist groups lack any coherent philosophy, ideology or policies. They are destroying the Colombian people and pose a threat to the entire world community. Mobile satellite communications are therefore crucial in providing democratic security for our people. Our President Alvaro Uribe Velez is determined to achieve democratic security.

Colombia therefore wishes to place on record that our Government has certain difficulties in backing the amendment proposed by Denmark and reserves the right of granting its support. Colombia therefore requests a reasonable period of time to examine different aspects of this proposal.

STATEMENT BY THE RUSSIAN FEDERATION

(paragraph 6.4.4 of this Report refers)

The Russian Federation does not support the proposed amendments and would not participate in the line by line discussion of the text of the proposed amendments and therefore would not take part in the discussions under Agenda item 6.

ANNEX XI

STATEMENT BY THE UNITED STATES OF AMERICA

(paragraph 6.4.5 of this Report refers)

The United States strongly supports the expansion of the Global Maritime Distress and Safety System (GMDSS) through the participation in the GMDSS of additional MSS system operators. The GMDSS, created by the International Maritime Organization (IMO), has proven to be a very important and effective tool to save lives and minimize risks to people and property at sea. Governments should endeavour to maintain the high standards of reliability for the GMDSS while expanding the reach of the system and access to it. To do so, it will be important to maintain efficiency and to welcome new and improved technologies.

The United States of America did not participate in detailed line-by-line consideration of the amendments proposed by Denmark, France and India during discussion of agenda item 6 because it does not view amendments as necessary at this time. The United States did comment on substantive issues of policy during the debate.

The United States took this position because it believes that the IMO and its Assembly Resolution A.888(21) adopted on 25 November 1999, should be the focal point of intergovernmental efforts to expand GMDSS. The United States does not see any need at this time to change the mandate of the IMSO to include either new services such as aeronautical mobile-satellite services or service providers other than Inmarsat Ltd and Inmarsat Ventures plc as was proposed at the last Assembly.

The United States remains seriously concerned about proposals for new or additional intergovernmental oversight and industry funding that could adversely affect the MSS industry. Anything that weakens an MSS operator or the industry may impair GMDSS. Unnecessary regulations, and associated fees and other costs, could harm MSS operators or deter them from participating in the GMDSS, potentially threatening the expansion of GMDSS services. The best path to ensuring a safe, reliable and growing GMDSS system is one built on efficiency and a minimum of bureaucracy.

The United States does not believe that any change in the IMSO mandate or charter is required at this time. Nonetheless, the United States is eager to work in any way possible with other governments to identify ways to strengthen the GMDSS.

**TEXT OF PROPOSED AMENDMENTS TO THE CONVENTION ON THE
INTERNATIONAL MOBILE SATELLITE ORGANIZATION**

(paragraph 6.4.7 of this Report refers)

(Using the current text of the IMSO Convention, proposed new text is shown by emboldening/underlining and proposed deleted text is shown by overstriking)

(where alternative texts are under discussion, the alternatives are shown in square brackets)

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 1, 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 ~~RECOGNIZING~~ that the International **Maritime** Mobile 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 for~~ the Global Maritime Distress and Safety System (GMDSS),

RECALLING that the Organization 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,

RECOGNIZING that, in the restructuring of Inmarsat, the assets, commercial operations and interests of the Organization 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 [Inmarsat Ltd.] [the company] have been secured by the establishment of the intergovernmental oversight mechanism.

RECOGNIZING ALSO ACKNOWLEDGING that, by adopting Assembly Resolution A.888(21), Criteria for Maritime Mobile-Satellite Communications Systems in the GMDSS, the International Maritime Organization (IMO) has recognized that there may be more than one provider of mobile satellite services in the GMDSS.

**ACKNOWLEDGING ALSO
[appropriate text will need to be included at time of adoption of amendments, in line with actual decisions within IMO.]**

~~————— ACKNOWLEDGING that increased competition in the provision of mobile satellite services has made it necessary for the Inmarsat satellite system to be operated through the Company as defined in Article 1 in order that it can remain commercially viable and thereby ensure, as a basic principle, the continuity of maritime satellite distress and safety communications services for the Global Maritime Distress and Safety System (GMDSS),~~

~~————— INTENDING that the Company will observe certain other basic principles, namely, non-discrimination on the basis of nationality, acting exclusively for peaceful purposes, seeking to serve all areas where there is a need for mobile satellite communications, and fair competition,~~

~~————— NOTING that the Company would operate on a sound economic and financial basis, having regard to accepted commercial principles,~~

AFFIRMING that, **under such circumstances**, there is a need **to secure continuity of the public interests through** for intergovernmental oversight to ensure that the Company fulfils obligations for provision of services for the Global Maritime Distress and Safety System (GMDSS) and complies with the other basic principles,

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) "The Company **Provider**" means any the corporate entity or entities, which, through a mobile satellite communications system recognized by the International Maritime Organization, provides services for GMDSS. ~~established under national law and through which the Inmarsat system is operated.~~
- (c) "Party" means a State for which this Convention has entered into force.
- (d) "Public Services Agreement" means ~~the~~ an Agreement executed by the Organization and a Provider ~~Company~~, as referred to in Article 4(1).
- (e) "GMDSS" means the Global Maritime Distress and Safety System as established by the International Maritime Organization (IMO).
- (f) "Public Interests" means those interests set forth in Article 3.**
- (g) "Developing Countries" means those countries listed in the Group of 77 as published from time to time by the United Nations.**

Article 2

Establishment of the Organization

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

Article 3

Purpose

(1) The primary purpose of the Organization is to ensure that the public interests basic principles set forth in this Article paragraph are met shall be observed by the Company each Provider, namely ensuring ~~(a) the continued provision of global maritime mobile distress and safety satellite communications services, in particular those 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, relative to~~ for the GMDSS, according to the framework set up by IMO.;

~~(d) seeking to serve all areas where there is a need for mobile satellite communications, giving due consideration to the rural and the remote areas of developing countries;~~

[(2) The further purpose of the Organization is to [act][ensure that Providers provide their services]:

~~(b~~a~~) providing services~~ without discrimination on the basis of nationality;

~~(b~~b~~) acting exclusively for peaceful purposes;~~ and

~~(c~~c~~) operating in a manner consistent with fair competition [subject to applicable laws and regulations.]]~~

Article 4

Oversight

Implementation of Basic Principles

(1) The Organization, ~~with the approval of the Assembly,~~ shall execute a Public Services Agreement with the Company each Provider and shall conclude such other arrangements as may be necessary to enable the Organization to oversee and ensure the performance observance by the Company each Provider Company of in meeting the public interests, basic principles set forth in Article 3, and to implement any other provision of this Convention, and to make recommendations as appropriate.

(2) Oversight of public interests as set forth in this Article shall be based on relevant international regulations, standards, recommendations and procedures, especially those established by relevant Organizations.

(3) Each Public Services Agreement [must] [shall] include appropriate obligations for the Provider to supply the Organization with the information necessary to fulfil its tasks.

Article 5

Facilitation

(1) Any Parties in whose territory the Company's headquarters are located shall take appropriate measures, in accordance with its national laws, as may be necessary, to enable the Company Providers to continue to provide GMDSS services and meet the public interests observe the other basic principles, as referred to in Article 3.

[(2) The Organization, [by focusing on] [through] [taking into account] existing international, [regional] and national mechanisms dealing with technical assistance, [with the aim of seeking to] [may] [shall] assist Providers in their effort to ensure that all areas, where there is a need, are provided with mobile satellite communications services, in particular the rural and remote areas of developing countries.]

Alternative proposal for paragraph (2)

[(2) Subject to support and funding by national, regional and international mechanisms dealing with technical assistance or capacity building in developing countries, the Organization can take measures or steps to assist Providers in serving areas where there is a need for the provision of global mobile satellite communication services, giving due consideration in particular to the rural and remote areas of developing countries.]

Article 56

Structure

The organs of the Organization shall be:

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

Article ~~67~~

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, 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 ~~78~~

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 ~~89~~

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 Company which relate to the public interests basic principles, set forth in Article 3, taking into account any recommendations made by the Company thereon;

- (b) to take any steps or procedures necessary to ensure ~~observance by the Company of~~ **that each Provider meets the public interests** basic principles, as provided for in Article 4, including approval of the conclusion, modification and termination of the Public Services Agreements ~~under Article 4(1);~~
- (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 18 thereof;
- (e) to appoint a Director under Article ~~9~~**10** and to remove the Director; and
- (f) to exercise any other function conferred upon it under any other Article of this Convention.

Article ~~9~~**10**

Secretariat Directorate

(1) The term of appointment of the Director shall be for four years or such other term as the Assembly decides.

~~[(2) The Director shall serve for a maximum of two [consecutive] terms.]~~

~~(2)~~**(3)** The Director shall be the legal representative of the Organization and Chief Executive Officer of the Secretariat Directorate, and shall be responsible to and under the direction of the Assembly.

~~(3)~~**(4)** The Director 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 Secretariat Directorate, and shall appoint the personnel of the Secretariat Directorate.

~~(4)~~**(5)** The paramount consideration in the appointment of the Director and other personnel of the Secretariat Directorate shall be the necessity of ensuring the highest standards of integrity, competency and efficiency.

~~(5)~~**(6)** The Organization shall conclude, with any Party in whose territory the Organization establishes the ~~Secretariat~~ **Directorate**, an agreement, to be approved by the Assembly, relating to any facilities, privileges and immunities of the Organization, its Director, 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 ~~Secretariat~~ **Directorate** is moved from the territory of the host Government.

~~(6)~~**(7)** All Parties, other than a Party which has concluded an agreement referred to in paragraph ~~(5)~~**(6)**, shall conclude a Protocol on the privileges and immunities of the Organization, its Director, 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 ~~40~~**11**

Costs

(1) The Organization shall, in the Public Services Agreements, arrange for the costs associated with the following to be paid by the ~~Providers~~ **Company**:

- (a) ~~the establishment and operation of the Secretariat~~ **Directorate**;
- (b) the holding of Assembly sessions **[and meetings of the Advisory Committee and any other meetings which the Assembly may decide to convene]**; and
- (c) the implementation of any measures taken by the Organization in accordance with Article 4 to ensure that the ~~Provider~~ **Company** observes ~~meets~~ **the public interests** basic principles.

(2) The costs defined in paragraph (1) shall be apportioned between all Providers according to rules set up by the Assembly.

(3) Each Party shall meet its own costs of representation at Assembly meetings.]

Article ~~14~~12

Liability

Parties are not, in their capacity as such, liable for the acts and obligations of the Organization or the Providers Company, 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 ~~12~~13

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 ~~13~~14

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 15

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 16

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 17

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 18

Amendments

(1) Amendments to this Convention may be proposed by any Party, and shall be circulated by the Director to all other Parties ~~and to the Company~~. The Assembly shall consider the amendment not earlier than six months thereafter, ~~taking into account any recommendation of the Company~~. This period may in any particular case be reduced by the Assembly by a substantive decision by up to three months.

(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 ~~14~~19

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 20

Termination

The [Convention and the functions of the Organization] shall cease to exist when the Assembly so decides, in accordance with Article 8(2).

Article ~~19~~21

Depositary

(1) The Depositary of this Convention shall be the Secretary-General of the International Maritime Organization.

(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 to the Convention

PROCEDURES FOR THE SETTLEMENT OF DISPUTES REFERRED TO IN ARTICLE 15 OF THE CONVENTION

In Articles 2, 3(1) and 5(11), the word "Secretariat" is replaced by "Directorate"

STATEMENT BY THE UNITED KINGDOM

(paragraph 7.2.3 of this Report refers)

The United Kingdom expressed doubt as to whether amending the Convention in accordance with Article 18 would be legally sufficient to provide for an extension of IMSO's regulatory oversight to distinct legal persons outside its jurisdiction by means of a Public Service Agreement.

The primary concern of the United Kingdom is that if any Public Service Agreement were found by a competent Court to be unenforceable, then the Public Service Agreement with Inmarsat would also be considered void. As a consequence, the steps we have taken to seek to guarantee the provision of GMDSS by satellite would be undermined.

International Mobile Satellite Organization

ASSEMBLY

Intersessional Working Group

Third Session

3 to 6 February 2004

IWG/3/Report

Origin: Chairman

Date: 6 February 2004

**REPORT OF THE THIRD SESSION OF THE
IMSO ASSEMBLY INTERSESSIONAL WORKING GROUP**

**REPORT OF THE THIRD SESSION OF THE
IMSO ASSEMBLY INTERSESSIONAL WORKING GROUP**

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REPORT OF THE THIRD SESSION OF THE IMSO ASSEMBLY INTERSESSIONAL WORKING GROUP

1 OPENING OF THE SESSION

1.1 The Third Session of the Intersessional Working Group (IWG) established by the IMSO Assembly at its Sixteenth Session (ASSEMBLY/16/Report, paragraphs 7.10 to 7.19 refer) met in London from 3 to 6 February 2004.

1.2 The Chairman, Mrs Ana Lucia Palhano Leal, who was appointed by the Assembly, opened the session and welcomed participants from 25 Member States, and Observers from the International Maritime Organization and Cospas-Sarsat

1.3 The IWG also welcomed the new Chairman of the Inmarsat Board, Mr Andrew Sukawaty, and noted the continued commitment of the company under its new ownership to its obligations in relation to the continued provision of global services and reliability of GMDSS services. Mr Sukawaty indicated that the next generation of Inmarsat satellites was due to be launched from October 2004, which would extend the life of Inmarsat services until 2017 and beyond. Mr Sukawaty stressed that the commercial environment was becoming increasingly competitive and it was important to the company that it should be given a level playing-field in this respect. The IWG also expressed its appreciation to Mr Richard Vos, the previous Chairman of the Inmarsat Board since privatisation, and noted with satisfaction that he would continue to work with Inmarsat to ensure continuity.

1.4 The list of Participants is contained in Annex I to this Report.

1.5 The Chairman reminded the IWG that it had decided at its Second Session that a third and final session of the IWG would be necessary in order to conclude work under its Terms of Reference established by the Assembly.

1.6 The IWG had also agreed that the purposes of this session would be:

- (a) to review the implementation consequences of a possible extension of IMSO's mandate in relation, *inter alia*, to budget, personnel, and relocation of the Headquarters Building;
- (b) to consider in detail the amendments proposed by Denmark; and
- (c) to reach conclusions and make appropriate recommendations to the Assembly accordingly.

2 ADOPTION OF THE AGENDA

2.1 The IWG adopted the Agenda for the meeting which is set out in Annex II to this Report. The list of Documents issued is set out in Annex III.

3 RULES OF PROCEDURE

3.1 The IWG noted IWG/3/INF/3 “Rules of Procedure for the IWG”; in particular that the Assembly had decided that the Rules of Procedure of the Assembly shall, *mutatis mutandis*, apply to the IWG, with the exception of Rule 15 relating to Quorum and Rule 30 where it had been decided that, for cost reasons, the working language of the IWG would be English only, therefore simultaneous interpretation was not provided.

4 TERMS OF REFERENCE

4.1 The IWG noted IWG/3/INF/4 “Terms of Reference for the IMSO Assembly Intersessional Working Group”; which had been decided by the Sixteenth Session of the Assembly (paragraphs 7.10 to 7.19 of ASSEMBLY/16/Report refer), which are attached at Annex IV to this Report.

5 PROPOSED AMENDMENTS TO THE CONVENTION SUBMITTED BY THE PARTY OF DENMARK, AS REVISED AT THE SECOND SESSION OF THE IWG

5.1 The IWG continued at its Third Session the work that it had begun at its Second Session in reviewing in detail the Amendments proposed by Denmark.

5.2 The IWG recalled that, in relation to the detailed amendments, the Second Session of the IWG had:

.1 prepared text relating to oversight by IMSO of maritime mobile-satellite communication services for the GMDSS, noting that some elements remained in square brackets, as reflected in Annex XII to the IWG/2/Report;

.2 noted the withdrawal by Denmark of its proposed amendments relating to aeronautical safety satellite communication services; and

.3 placed in square brackets proposed alternative text of amendments relating the obligation to seek to serve rural and remote areas of developing countries.

5.3 The IWG reviewed the text of the proposed amendments, as revised at the Second Session, on a paragraph by paragraph basis. In reviewing the amendments, general principles were discussed and new alternative proposed texts were put forward.

5.4 The IWG was unable to reach consensus on the expansion of IMSO’s mandate or the need for amendment to the IMSO Convention. There were three basic opinions expressed in this regard:

.1 some IWG participants did not consider that extension of IMSO’s oversight was necessary or desirable, and therefore did not support any amendments to the Convention;

.2 some IWG participants did not wholly support the amendments as proposed, but were in favour of amending the Convention in other respects; and

.3 several IWG participants believed there was an urgent need to extend IMSO's mandate and wished to focus the discussions on the amendments proposed by Denmark and modified text proposed by members of the IWG.

5.5 The IWG prepared a revised text of a number of draft amendments to the Convention, as set out in Annex V to this Report. Certain texts in this Annex appear in square brackets to indicate possible alternative texts. In considering particular paragraphs of the proposed amendments, IWG participants who supported some or all of the amendments prepared draft text:

(a) Preamble – the name of the Organization is specified in order to avoid any confusion; text is proposed for the fourth and fifth paragraphs of the Preamble;

(b) Preamble – appropriate text should be included, if the amendments are adopted by the Assembly, to reflect any relevant decisions taken by IMO at that time;

(c) Article 3(1) – there was considerable debate concerning Article 3(1). Alternative texts remain in square brackets;

(d) a number of IWG participants made reference to a letter received from UNIDROIT, which was circulated to all Member States on 24 September 2003, inviting the Organization to consider “whether IMSO might wish its name to be considered in the context of discussions ... regarding the body to exercise the functions of Supervisory Authority under the Space Protocol” to the Cape Town Convention, and to a possible future request from IMO for IMSO to consider undertaking a role in overseeing certain aspects of the arrangements for long range ship identification and tracking. Alternative draft texts for a new Article 3(1)(bis) or a sub-paragraph to Article 9 “Assembly – Functions” were developed. It was noted that UNIDROIT and long range ship identification and tracking were not addressed in the terms of reference of the IWG;

(e) Article 3(2) - several participants considered that the Organization should oversee the Providers to ensure that they provide their services without discrimination, for peaceful purposes and consistent with fair competition: others considered that the Organization would not be able to enforce this upon Providers and that it was the Organization itself which should carry out its activities according to these principles. The IWG reiterated the need to ensure that Inmarsat and any future Providers are treated equally in these respects. Alternative texts were developed;

(f) Article 3(d) - the IWG noted that, at its Second Session, the text of Article (3)(d) had been deleted, and alternative texts relating to services to rural and remote areas of developing countries had been provided as paragraph (2) to Article 5 “Facilitation”;

(g) Article 4 “Oversight” – a range of alternative texts in square brackets was developed;

(h) Article 5 “Facilitation” – the IWG noted that the alternative texts it had prepared at its Second Session could conflict with national or regional competition laws in some countries, and the alternative texts it had developed for Article 5(2) remain in square brackets;

(i) Article 10(2) – the square brackets placed around the word “consecutive” at the Second Session of the IWG were removed; however, some IWG participants suggested that this should not be included in the Convention, but could be adopted by the Assembly as a Resolution to provide greater flexibility;

(j) Article 11 – Costs - various cost options for the Organization are in square brackets; the Assembly will need to consider them in relation to Articles 1 to 10;

(k) Article 20 – Termination - the square brackets placed around the words “Convention and the functions of the Organization” at the Second Session of the IWG were removed. The question of termination of the Convention and of the functions of the Organization are two distinct and separate issues which need to be addressed; and

(l) the IWG did not make any further amendments to the texts it had proposed at its Second Session for Articles 6, 7, 8, 9, 12, 13, 14, 15, 16, 17, 18, 19 and 21.

5.6 A tabulation of the text of the amendments that has been prepared by the IWG is attached at Annex VI.

5.7 The IWG noted the statement by the Russian Federation attached at Annex VII to this Report.

5.8 The IWG noted the statement by the United States attached at Annex VIII to this Report.

6 **THE IMPLEMENTATION CONSEQUENCES OF A POSSIBLE EXTENSION OF IMSO'S MANDATE IN RELATION, *INTER ALIA*, TO BUDGET, PERSONNEL, RELOCATION OF HEADQUARTERS BUILDING**

6.1 **Budget Setting, Cost sharing, Headquarters and Staffing Issues**

6.1.1 The IWG noted that the following documents had been submitted to the Second Session of the IWG but were not discussed in detail:

(a) IWG/2/5 "Budget Setting and Cost Sharing", which gave a preliminary outline of possible revised budgetary procedures in the event that the Assembly decides to amend the Convention, and proposed a method for sharing the agreed costs of the Organization between more than one Provider; and

(b) IWG/2/6 "Headquarters and Staffing Issues", which gave a preliminary outline of certain issues relating to the Headquarters and Staff of the Organization that will need resolution in the event that the Assembly decides to amend the Convention.

6.2 **Legal Methodology of a Possible Extension of IMSO's Mandate**

6.2.1 The IWG, at its Second Session, had agreed that its study of a possible extension of IMSO's mandate should be undertaken in light of a detailed understanding of the legal methodology for implementing amendments to the Convention.

6.2.2 In this regard, the IWG recalled that, at its Second Session, it had noted, with appreciation, that Canada intended to invite Member States to work by informal electronic correspondence (e-mail) to exchange views and examine issues relating to the legal methodology of a possible extension of IMSO's mandate, taking into account the informal remarks of the Director, and the implementation consequences for the IMSO Secretariat, including the issues raised in documents IWG/2/5 and IWG/2/6.

6.2.3 The IWG noted that some Member States had participated in this informal electronic discussion group, thus helping to clarify the issues under discussion. Those members did not reach specific conclusions on this issue, but used the opportunity to inform their debate during the Third Session of the IWG.

7 **FINALIZATION OF THE REPORT OF THE IWG TO THE ASSEMBLY**

7.1 The IWG noted that the Assembly had instructed the IWG to prepare a report with conclusions, recommendations and possible proposals for submission to the next Session of the Assembly, at least six months before the Assembly Session.

7.2 The IWG therefore reviewed and approved a report to the Assembly of the outcome of the IWG.

8 **ANY OTHER BUSINESS**

8.1 **Date of next Session of the Assembly**

8.1.1 The IWG noted that the Assembly had decided at its Sixteenth Session that the next regular session of the Assembly should be held in the last quarter of 2004, in or around October 2004, in London, unless an invitation were received from a Party to host the Session. The Assembly had also noted that the Director had consulted with Parties, and had informed Member States, in a letter dated 8 January 2004 that the Advisory Committee had proposed that the Seventeenth Session of the IMSO Assembly be held from 18 to 22 October 2004, at IMSO Headquarters. Member States had also been invited to comment on the proposed dates and location but, so far, no comments had been made.

8.1.2 However, some participants informed the IWG that these dates clash with other important meetings and requested the Director to seek an alternative solution.

9 **ADOPTION OF THE REPORT OF THE IWG**

9.1 The IWG adopted the Report of the Third Session of the IWG.

9.2 The IWG noted that the Director will arrange for the report of this session and the IWG Report to the Assembly, to be circulated to all IMSO Member States and Observers. The IWG requested the Chairman to present the Report of the IWG to the Assembly to the Seventeenth Session of the Assembly.

LIST OF PARTICIPANTS

Chairman: Mrs Ana Lucia Palhano Leal

BANGLADESH	Captain Moin Uddin Ahmed Alternative Permanent Representative of Bangladesh to IMO and Counsellor (Maritime)
BELGIUM	Mrs Marielle Ver Elst Minister Plenipotentiary Ministry of Foreign Affairs
BRAZIL	Mrs Ana Lucia Palhano Leal (Chairman) International Affairs Office to the President National Telecommunications Agency (ANATEL) Mr José Bastos Mollica Private Services Office National Telecommunications Agency (ANATEL)
CANADA	Mr René Guerrette Senior Advisor International Organizations Industry Canada
CHINA	Mr Luo Haidong Embassy of the People's Republic of China
COLOMBIA	Mr Rafael Correa Lara Minister Plenipotentiary Colombian Embassy Ms Angélica Gómez Uribe Colombian Embassy
CYPRUS	Mr Nicolaos Charalambous Cyprus High Commission, London
CZECH REPUBLIC	Mr Petr Ondracek Ministry of Informatics Electronic Communications Department

DENMARK	Mr Jørgen Rasmussen (Chairman of the IMSO Assembly) Chief Ship Surveyor Danish Maritime Authority
FRANCE	Mr Michel Babkine National Maritime Search & Rescue Co-ordinator Secretariat General of the Sea (SECMER)
GERMANY	Mr Hans-Joachim Schemel Senior Executive Officer Federal Ministry of Economics and Labour
GHANA	Mr Emmanuel Antwi Ghana High Commission
ITALY	Mr Antonio Nastrucci Italian Embassy Rear Admiral ICG Giancarlo Olimbo Italian Embassy
JAPAN	Mr Hirokazu Igarashi International Science Cooperation Division Foreign Policy Bureau Ministry of Foreign Affairs Mr Akira Nishihara Director International Organizations Office International Affairs Department Ministry of Public Management, Home Affairs, Posts and Telecommunications Mr Yuushi Torigoe Deputy Director International Organizations Office International Affairs Department Ministry of Public Management, Home Affairs, Posts and Telecommunications

	Mr Isao Sugino First Secretary Embassy of Japan, London
LIBERIA	Captain Armett E. Hill Deputy Permanent Representative of the Republic of Liberia to IMO
MALTA	Mr. Pierre Zammit Endrich Safety Coordinator Malta Maritime Authority
	Mr Lawrence Sciberras Flag and Port State Control Inspector Technical Department Merchant Shipping Directorate Malta Maritime Authority
MARSHALL ISLANDS	Mr David J.F. Bruce Senior Deputy Commissioner for Maritime Affairs
POLAND	Captain Pawel Czerwinski Permanent Representative of the Republic of Poland to IMO
PORTUGAL	Mr Filipe Santos Costa ANACOM
RUSSIAN FEDERATION	Ms Nadia Nesterenko Director of International Accounts and Intercarrier Relations Department Morzviazputnik
SOUTH AFRICA	Ms Ingrid Poni Counsellor, Communications Embassy of South Africa, Paris
	Mr Luthando Mkumatela General Manager Office of the Director General South African Department of Communications

SWITZERLAND	Mme Viviane Arni Office Fédéral de la Communication
TURKEY Mr Fikret Hakguden	Expert Counsellor Alternate Permanent Representative of Turkey to IMO Turkish Embassy, London
UNITED KINGDOM	Mr Paul Alexander Head, International Communications Policy Department of Trade and Industry Mr Gary Hunt International Communications Policy Department of Trade and Industry
UNITED STATES OF AMERICA	Mr Steven Lett Deputy United States Coordinator US Department of State Dr Richard Lamb Information Technology Policy Officer International Communications & Information Policy US Department of State
OBSERVERS	
INTERNATIONAL MARITIME ORGANIZATION	Mr V. Lebedev Senior Technical Officer Operational Safety Section Sub-Division for Operational Safety, Maritime Security and Human Element
COSPAS-SARSAT	Mr Daniel Levesque Head of the Cospas-Sarsat Secretariat
INMARSAT	Mr Andrew Sukawaty Chairman of the Inmarsat Board Mr Richard Vos Adviser, Government Relations

IMSO	Mr Jerzy W. Vonau Director Mr Andy Fuller Head of Technical Services
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Ms Jenny Ray
Head of Secretariat Services

**AGENDA FOR THE THIRD SESSION OF THE
IMSO ASSEMBLY INTERSESSIONAL WORKING GROUP**

- 1 Opening of the Session
 - 2 Adoption of the Agenda
 - 3 Rules of Procedure
 - 4 Terms of Reference
 - 5 The proposed amendments to the Convention submitted by the Party of Denmark, as revised at the Second Session of the IWG
 - 6 The implementation consequences of a possible extension of IMSO's mandate in relation, *inter alia*, to budget, personnel, relocation of Headquarters Building
 - 7 Finalization of Report of the IWG to the Assembly
 - 8 Any Other Business
 - 9 Adoption of Report of the Third Session of the IWG
-

ANNEX III

LIST OF DOCUMENTS

IWG/3/1

Provisional Agenda for the Third Session of the IMSO Assembly
Intersessional Working Group (IWG)

TERMS OF REFERENCE FOR THE IMSO ASSEMBLY INTERSESSIONAL WORKING GROUP

(paragraphs 7.10 to 7.19 of ASSEMBLY/16/Report refer)

- 1 At its Sixteenth Session, the IMSO Assembly:
- (a) recalling that the IMO Assembly adopted Resolution A.888(21) “Criteria for the Provision of Mobile Satellite Communication Systems in the Global Maritime Distress and Safety System (GMDSS),
 - (b) having noted the proposed amendments to the Convention submitted by the Party of Denmark, and the Explanatory Notes thereto, and after a thorough discussion during the Assembly Session,
 - (c) agreeing that the role of IMSO in respect of GMDSS, aeronautical safety services and rural and remote areas, including the principle and the legal methodology of a possible extension of IMSO’s mandate, should be studied further in detail,
 - (d) noting that such extension may require amendments to the IMSO Convention, and possibly to other relevant agreements or treaties, and
 - (e) further noting that the implementation and possible consequences of such extension should also be thoroughly assessed,

DECIDED to establish an Assembly Intersessional Working Group (IWG):

- (a) to undertake a detailed study of a possible extension of IMSO’s mandate in light of the above propositions,
- (b) to consider the proposed amendments to the IMSO Convention, and the Explanatory Notes thereon, submitted by the Party of Denmark,
- (c) to take into account and consider the views expressed and proposals made by IMSO Member States at this Session of the Assembly, as well as views and proposals put forward to the IWG by any IMSO Member State, and
- (d) to bear in mind the competencies of other appropriate intergovernmental organizations, such as IMO, ICAO and the ITU, etc., and the specific nature of each service.

2. The Assembly further **DECIDED** to instruct the IWG:
- (a) to prepare a report with conclusions, recommendations and possible proposals for submission to the next Session of the Assembly, at least six months before the Assembly Session; and
 - (b) to assess the implementation consequences for the IMSO Secretariat in relation, *inter alia*, to budget, personnel, localization.

3. The Assembly further **DECIDED** to encourage Parties to actively participate in the work of the IWG, with a view to taking a decision on its recommendations at the next Session of the Assembly.
 4. The Assembly also **DECIDED** to request the Director to invite representatives of other international organizations, particularly IMO and ICAO, to participate in the IWG as observers.
 5. The Assembly also **NOTED** that the Director will invite the Chairman of the Board of the Company, or his representative, to participate in the IWG as observer, in accordance with Rule 6 of the Rules of Procedure for the Assembly.
 6. The Assembly **DECIDED** to appoint Mrs Ana Lucia Palhano Leal of Brazil as the Chairman of the IWG, by acclamation.
 7. The Assembly further **DECIDED** that Rules of Procedure of Assembly shall, *mutatis mutandis*, apply to the IWG, with the exception of Rule 15 relating to Quorum.
 8. The Assembly **DECIDED** that the first meeting of the IWG will be held in London, at Inmarsat Headquarters from 20 to 24 January 2003, and that the deadline for substantive submissions to the IWG shall be four weeks before the session.
 9. The Assembly **DECIDED** that the IWG should decide the place and dates of any subsequent meetings as well as any issues in connection with the deadlines relative to any substantive submissions.
 10. The Assembly **DECIDED** to invite IMSO Member States and observers to communicate to the Director the names of the persons forming their delegations to the IWG, well in advance of each meeting of the IWG, so as to enable him to make appropriate arrangements.
-

**TEXT OF PROPOSED AMENDMENTS TO THE CONVENTION ON THE
INTERNATIONAL MOBILE SATELLITE ORGANIZATION
AS AT THE CONCLUSION OF THE THIRD SESSION OF THE IWG**

(paragraph 5.5 of the Report of the Third Session of the IWG refers)

(Using the text of current IMSO Convention, proposed new draft text is shown by emboldening/underlining and proposed deleted text is shown by overstriking. Certain texts appear in square brackets to indicate possible alternative texts)

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 1, 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 ~~RECOGNIZING~~ that the International **Maritime** Mobile 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** ~~the Organization~~ 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 Assembly Resolution A.888(21), Criteria for Maritime Mobile-Satellite Communications Systems in the GMDSS, the International Maritime Organization (IMO) has recognized that there may be more than one provider of mobile satellite services in the GMDSS.

ACKNOWLEDGING ALSO

[appropriate text will need to be included at time of adoption of amendments, in line with actual decisions within IMO.]

~~—————ACKNOWLEDGING that increased competition in the provision of mobile satellite services has made it necessary for the Inmarsat satellite system to be operated through the Company as defined in Article 1 in order that it can remain commercially viable and thereby ensure, as a basic principle, the continuity of maritime satellite distress and safety communications services for the Global Maritime Distress and Safety System (GMDSS),~~

~~—————INTENDING that the Company will observe certain other basic principles, namely, non-discrimination on the basis of nationality, acting exclusively for peaceful purposes, seeking to serve all areas where there is a need for mobile satellite communications, and fair competition,~~

~~—————NOTING that the Company would operate on a sound economic and financial basis, having regard to accepted commercial principles,~~

AFFIRMING that, under such circumstances, there is a need to secure continuity of the public interests [may need to be amended depending on text of Article 3] through for intergovernmental oversight to ensure that the Company fulfils obligations for provision of services for the Global Maritime Distress and Safety System (GMDSS) and complies with the other basic principles,

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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) "The Company **Provider**" means any the corporate entity or entities, which, through a mobile satellite communications system recognized by the International Maritime Organization, provides services for GMDSS. established under national law and through which the Inmarsat system is operated.
- (c) "Party" means a State for which this Convention has entered into force.
- (d) "Public Services Agreement" means the an Agreement executed by the Organization and a Provider Company, [for the benefit of all Parties to the Convention] as referred to in Article 4(1).
- (e) "GMDSS" means the Global Maritime Distress and Safety System as established by the International Maritime Organization (IMO).
- [(f) "Public Interest[s]" means th[os]e interest[s] set forth in Article 3.]**

_____ may need to be amended depending on text of Article 3

(g) “Developing Countries” means those countries listed in the Group of 77 as published from time to time by the United Nations.

Article 2

Establishment of the Organization

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

[Article 3

Purpose [and Principles]

alternative text for first part of paragraph (1)

[(1) The primary purpose of the Organization is to ensure that the ~~basic principles set forth in this Article shall be observed by the Company, namely: (a) ensuring the continued following public interest is met by each Provider: the provision of global maritime mobile distress and safety satellite communications services]~~

alternative text for first part of paragraph (1)

[(1) The primary purpose of the Organization is to ensure that the ~~basic principles set forth in this Article shall be observed by the Company, namely: (a) ensuring the continued the provision by each Provider of global maritime mobile distress and safety satellite communications services]~~

alternative text for first part of paragraph (1):

[(1) The primary purpose of the Organization is to ensure that the ~~basic principles set forth in this Article shall be observed by the Company, namely: (a) ensuring the continued each Provider meets the Public Interest. The Public Interest is the provision of global maritime mobile distress and safety satellite communications services]~~

alternative text for second part of paragraph (1):

[, in particular those services 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, relative to the GMDSS]

alternative text for second part of paragraph (1):

[for the GMDSS, according to the legal framework set up by IMO.]

alternative text for new paragraph (1)(bis)

[Subject to the decision of the Assembly, the Organization may assume any other [oversight] functions or duties [at the request of xxx].]

alternative text for new paragraph (1)(bis) – which could be moved to Article 9

[At the request of a Member State or at the initiative of the Director, the Assembly can consider a proposal to entrust new functions to the Organization, and the Assembly will take a decision on the proposal in accordance with Article 8.]

alternative text for paragraph (2):

[(2) In implementing the primary purpose set out in paragraph (1),] the Organization shall:

(a)(b) act without discrimination on the basis of nationality [among Providers];

[(a)(bis) act without discrimination among Providers];

(b)(e) act [exclusively] for peaceful purposes; and

alternative text for sub-paragraph (c):

(c)(e) [act operating in a manner consistent with fair competition]

alternative text for sub-paragraph (c):

(c)(e) [perform the oversight functions in a fair and consistent manner among Providers:]

[(d) also observe the principle of seeking to serve all areas where there is a need for mobile satellite communications, giving particular regard to rural and remote areas of developing countries.]

alternative text for paragraph (2):

[(2)(e) The Organization shall acting exclusively for peaceful purposes.

[(2)(bis) In the performance of the oversight functions the Organization [and the Directorate] shall act, amongst Providers:

(a) without any discrimination whatsoever; and

(b) in a fair and consistent manner.]

[Article 4

Oversight

Alternative text for paragraph (1)

[(1) The Organization, ~~with the approval of the Assembly,~~ shall execute a Public Services Agreement with each Provider ~~the Company,~~ and shall conclude such other arrangements as may be necessary to enable the Organization to oversee and ensure the performance and observance by each Provider ~~the Company~~ in meeting the public interest, of the basic principles set forth in Article 3, and to implement any other provision of this Convention, and to make recommendations as appropriate.]

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Alternative text for paragraph (1)

[(1) The Organization, ~~with the approval of the Assembly,~~ shall execute a Public Services Agreement with each Provider ~~the Company,~~ and shall conclude such other arrangements as may be necessary to enable the Organization to perform the oversight functions and to report to the Assembly and to the International Maritime Organization. ~~to oversee and ensure the observance by the Company of the basic principles set forth in Article 3, and to implement any other provision of this Convention.~~

(2) Oversight of public interest[s] as set forth in this Article shall be based on

(a) the relevant Public Service Agreement and any other related arrangement concluded between the Organization and the Provider;

(b) relevant international regulations, standards, recommendations and procedures, especially those established by relevant Organizations.

(c) any specific conditions or obligations imposed by the International Maritime Organization during, or at any stage after, the recognition and authorization of the Provider.

Alternative text for new paragraph (3)

(3) Each Public Services Agreement [must] [shall] include appropriate obligations for the Provider to supply the Organization with the information necessary to fulfil its tasks, including information to enable the Organization to monitor the provisions of Article 3(2)].

Alternative text for new paragraph (3)

(3) Each Public Services Agreement [must] [shall] include:

(a) an express obligation for the Provider to supply the Organization with all information necessary and to afford the Directorate all necessary access to enable the performance of the oversight;

(b) a statement that the Provider shall act without any discrimination whatsoever amongst the end users;

(c) a statement that the Provider shall act in a manner consistent with fair competition;

(d) any other provisions or obligations established by the International Maritime Organization during, or at any stage after, the recognition and authorization of the Provider;

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(e) any other specific provisions established, from time to time, by the Assembly.

(4) The Director shall negotiate, on behalf of the Organization, each Public Service Agreement. Public Service Agreements shall be approved by the Assembly before they enter into force.]

Article 5

Facilitation

(1) Any Parties [to the Convention] in whose territory the Company's headquarters are located shall take appropriate measures, in accordance with its national laws, as may be necessary, to enable the Company Providers [to continue to provide GMDSS services] and meet the [public interests] [may need to be amended depending on text of Article 3] observe the other basic principles, as referred to in Article 3.

Alternative text for paragraph (2)

[(2) The Organization, [by focusing on] [through] [taking into account] existing international, [regional] and national mechanisms dealing with technical assistance, [with the aim of seeking to] [may/shall] assist Providers in their effort to ensure that all areas, where there is a need, are provided with mobile satellite communications services, in particular the rural and remote areas of developing countries.]

Alternative text for paragraph (2)

[(2) The Organization [shall/may], subject to support and funding by [existing] national, regional and international mechanisms dealing with technical assistance or capacity building in developing countries, take measures or steps to assist Providers in serving areas where

there is a need for the provision of global mobile satellite communication services, giving due consideration in particular to the rural and remote areas of developing countries.]

further alternative proposal is to delete paragraph (2)

Article ~~56~~

Structure

The organs of the Organization shall be:

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

Article ~~67~~

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, 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 ~~78~~

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 ~~89~~

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 Company which relate to the public interests ***[may need to be amended depending on text of Article 3]*** basic principles, set forth in Article 3, taking into account any recommendations made by the Company thereon;
- (b) to take any steps or procedures necessary to ensure observance by the Company of ***that each Provider meets*** the public interests ***[may need to be amended depending on text of Article 3]*** basic principles, as provided for in Article 4, including approval of the conclusion, modification and termination of the Public Services Agreements under Article 4(1);
- (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 18 thereof;
- (e) to appoint a Director under Article 910 and to remove the Director; and
- (f) to exercise any other function conferred upon it under any other Article of this Convention.

Article 910

Secretariat Directorate

(1) The term of appointment of the Director shall be for four years or such other term as the Assembly decides.

[(2) The Director shall serve for a maximum of two consecutive terms.]

~~(2)~~**(3)** The Director shall be the legal representative of the Organization and Chief Executive Officer of the Secretariat Directorate, and shall be responsible to and under the direction of the Assembly.

~~(3)~~**(4)** The Director 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 Secretariat Directorate, and shall appoint the personnel of the Secretariat Directorate.

~~(4)~~**(5)** The paramount consideration in the appointment of the Director and other personnel of the Secretariat **Directorate** shall be the necessity of ensuring the highest standards of integrity, competency and efficiency.

~~(5)~~**(6)** The Organization shall conclude, with any Party in whose territory the Organization establishes the Secretariat **Directorate**, an agreement, to be approved by the Assembly, relating to any facilities, privileges and immunities of the Organization, its Director, 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 Secretariat **Directorate** is moved from the territory of the host Government.

~~(6)~~**(7)** All Parties, other than a Party which has concluded an agreement referred to in paragraph ~~(5)~~**(6)**, shall conclude a Protocol on the privileges and immunities of the Organization, its Director, 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 ~~10~~**11**

Costs

(1) The Organization shall, in the Public Services Agreements, arrange for the costs associated with the following to be paid by the **Providers** Company:

- (a) ~~the establishment and~~ operation of the Secretariat **Directorate**;
- (b) the holding of Assembly sessions **[and meetings of the Advisory Committee and any other meetings which the Assembly may decide to convene]** *; and
- (c) the implementation of any measures taken by the Organization in accordance with Article 4 to ensure that the **Provider** Company observes **meets** the **public interests [may need to be amended depending on text of Article 3]** basic principles.

(2) The costs defined in paragraph (1) shall be apportioned between all Providers according to rules set up by the Assembly.

* Note from the IMSO Director: regarding text in square brackets in Article 11(1)(b), the Advisory Committee is not defined in the Convention; the Advisory Committee, like the IWG, is a subsidiary body of the Assembly. The IMSO Director suggests that the words in square brackets are deleted and replaced by “and meetings of its subsidiary bodies”.

(3) Each Party shall meet its own costs of representation at Assembly meetings.

Article ~~11~~**12**

Liability

Parties are not, in their capacity as such, liable for the acts and obligations of the Organization or the **Providers** Company, 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 ~~12~~13

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 ~~13~~14

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 15

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 16

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 17

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 18

Amendments

(1) Amendments to this Convention may be proposed by any Party, and shall be circulated by the Director to all other Parties ~~and to the Company~~. The Assembly shall consider the amendment not earlier than six months thereafter, ~~taking into account any recommendation of the Company~~. This period may in any particular case be reduced by the Assembly by a substantive decision by up to three months.

(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 ~~14~~19

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 20

Termination

The Convention and the functions of the Organization shall cease to exist when the Assembly so decides, in accordance with Article 8(2).

Article ~~19~~21

Depositary

- (1) The Depositary of this Convention shall be the Secretary-General of the International Maritime Organization.
- (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 to the Convention

**PROCEDURES FOR THE SETTLEMENT OF DISPUTES REFERRED TO
IN ARTICLE 15 OF THE CONVENTION**

In Articles 2, 3(1) and 5(11), the word “Secretariat” is replaced by “Directorate”

**COMPARISON OF AMENDMENTS TO THE IMSO CONVENTION
PROPOSED BY DENMARK AND
THE TEXT OF THE AMENDMENTS AS AT THE THIRD SESSION OF THE IWG
TOGETHER WITH REFERENCES**

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**COMPARISON OF AMENDMENTS TO THE IMSO CONVENTION
PROPOSED BY DENMARK AND
THE TEXT OF THE AMENDMENTS AS AT THE THIRD SESSION OF THE IWG
TOGETHER WITH REFERENCES**

<p>THE STATES PARTIES TO THIS CONVENTION:</p> <p>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,</p>	<p>THE STATES PARTIES TO THIS CONVENTION:</p> <p>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,</p>	<p>THE STATES PARTIES TO THIS CONVENTION:</p> <p>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,</p>	<p>No changes from text of current Convention</p>
<p>CONSIDERING <u>ALSO</u> 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 1, which states that outer space shall be used for the benefit and in the interests of all countries,</p>	<p>CONSIDERING <u>ALSO</u> 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 1, which states that outer space shall be used for the benefit and in the interests of all countries,</p>	<p>CONSIDERING <u>ALSO</u> 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 1, which states that outer space shall be used for the benefit and in the interests of all countries,</p>	<p>Insertion of word "also" proposed by Denmark as this is the second "considering"</p>
<p>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,</p>	<p>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,</p>	<p>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,</p>	<p>No changes from text of current Convention</p>
<p><u>BEARING IN MIND</u> <u>RECOGNIZING</u> that the International <u>Maritime Mobile</u> <u>Satellite</u> <u>Organization</u></p>	<p><u>BEARING IN MIND</u> <u>RECOGNIZING</u> that the International <u>Maritime Mobile</u> <u>Satellite</u> <u>Organization</u></p>	<p><u>BEARING IN MIND</u> that the International <u>Maritime</u> <u>Satellite</u> <u>Organization</u></p>	<p>Denmark proposed changing introductory</p>

<p>(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 for the Global Maritime Distress and Safety System (GMDSS),</p>	<p>(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),</p>	<p>(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),</p>	<p>word to “recognizing” and for historical reasons to revert to original name of the Organization. Amended by IWG/3 to reinstate reference to SOLAS Convention and ITU Convention and Constitution (Ref: IWG/3/Report para 5.5(a))</p>
<p>RECALLING that the Organization 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,</p>	<p>RECALLING that INMARSAT the Organization 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,</p>	<p>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,</p>	<p>No changes proposed by Denmark. “INMARSAT” used rather than “the Organization” to avoid confusion. (Ref: IWG/3Report, para 5.5(a))</p>
<p></p>	<p><u>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</u></p>	<p>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</p>	<p>Text included at IWG/3 to state history of change of name (Ref: IWG/3/Report, para. 5.5(a))</p>

	<u>enter formally into force, the name International Mobile Satellite Organization (Inmarsat) was used thereafter, including in the restructuring documentation,</u>	although these amendments did not enter formally into force, the name International Mobile Satellite Organization (Inmarsat) was used thereafter, including in the restructuring documentation,	
<u>RECOGNIZING that, in the restructuring of Inmarsat, the assets, commercial operations and interests of the Organization were transferred without restriction to a new commercial company, while the continued provision of the GMDSS and adherence to the other public interests by the company have been secured by the establishment of the intergovernmental oversight mechanism,</u>	<u>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).</u>	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).	Name "Inmarsat Ltd" included at IWG/2 to avoid confusion
<u>ACKNOWLEDGING that, by adopting Assembly Resolution A.888(21), Criteria for Maritime Mobile-Satellite Communications Systems in the GMDSS, the International Maritime Organization (IMO) has recognized that there may be more than one provider of mobile satellite services in the GMDSS,</u>	<u>ACKNOWLEDGING that, by adopting Assembly Resolution A.888(21), Criteria for Maritime Mobile-Satellite Communications Systems in the GMDSS, the International Maritime Organization (IMO) has recognized that there may be more than one provider of mobile satellite services in the GMDSS,</u>	ACKNOWLEDGING that, by adopting Assembly Resolution A.888(21), Criteria for Maritime Mobile-Satellite Communications Systems in the GMDSS, the International Maritime Organization (IMO) has recognized that there may be more than one provider of mobile satellite services in the GMDSS,	New Paragraph proposed by Denmark
No text	<u>ACKNOWLEDGING ALSO [appropriate text will need to be included at time of adoption of amendments, in line with actual decisions within IMO.]</u>	ACKNOWLEDGING ALSO [appropriate text will need to be included at time of adoption of amendments, in line with actual decisions within IMO.]	New paragraph included at IWG/2, Ref: IWG/2/Report, 6.5.3
—————	—————		Deletion

<p>that increased competition in the provision of mobile satellite services has made it necessary for the Inmarsat satellite system to be operated through the Company as defined in Article 1 in order that it can remain commercially viable and thereby ensure, as a basic principle, the continuity of maritime satellite distress and safety communications services for the Global Maritime Distress and Safety System (GMDSS);</p>	<p>that increased competition in the provision of mobile satellite services has made it necessary for the Inmarsat satellite system to be operated through the Company as defined in Article 1 in order that it can remain commercially viable and thereby ensure, as a basic principle, the continuity of maritime satellite distress and safety communications services for the Global Maritime Distress and Safety System (GMDSS);</p>		<p>proposed by Denmark</p>
<p>INTENDING that the Company will observe certain other basic principles, namely, non-discrimination on the basis of nationality, acting exclusively for peaceful purposes, seeking to serve all areas where there is a need for mobile satellite communications, and fair competition,</p>	<p>INTENDING that the Company will observe certain other basic principles, namely, non-discrimination on the basis of nationality, acting exclusively for peaceful purposes, seeking to serve all areas where there is a need for mobile satellite communications, and fair competition,</p>		<p>Deletion proposed by Denmark</p>
<p>NOTING that the Company would operate on a sound economic and financial basis, having regard to accepted commercial principles,</p>	<p>NOTING that the Company would operate on a sound economic and financial basis, having regard to accepted commercial principles,</p>		<p>Deletion proposed by Denmark</p>
<p>AFFIRMING that, under such circumstances, there is a need to secure continuity of the public interests through for intergovernmental oversight to ensure that the Company fulfils obligations for provision of services for the Global Maritime Distress and Safety System (GMDSS) and complies with the other basic principles,</p>	<p>AFFIRMING that, under such circumstances, there is a need to secure continuity of the public interest[s] [may need to be amended depending on text of Article 3] through for intergovernmental oversight to ensure that the Company fulfils obligations for provision of services for the Global Maritime Distress and Safety System (GMDSS) and complies with the other basic principles,</p>	<p>AFFIRMING that, under such circumstances, there is a need to secure continuity of the public interest[s] through intergovernmental oversight</p>	<p>Amendment proposed by Denmark; square bracket placed around plural of interests to depend on outcome of Article 3</p>
<p>AGREE AS FOLLOWS:</p>	<p>AGREE AS FOLLOWS:</p>	<p>AGREE AS FOLLOWS:</p>	
<p>Article 1</p>	<p>Article 1</p>	<p>Article 1</p>	<p>No change</p>

<p><u>Definitions</u></p> <p>For the purposes of this Convention:</p> <p>(a) “The Organization” means the intergovernmental organization established pursuant to Article 2.</p>	<p><u>Definitions</u></p> <p>For the purposes of this Convention:</p> <p>(a) “The Organization” means the intergovernmental organization established pursuant to Article 2.</p>	<p>Definitions</p> <p>For the purposes of this Convention:</p> <p>(a) “The Organization” means the intergovernmental organization established pursuant to Article 2.</p>	
<p>(b) “The Company Providers” means any the corporate entity or entities established under national law and through which the Inmarsat a mobile satellite communications system is operated.</p>	<p>(b) “The Company Provider” means any the corporate entity or entities, which, through a mobile satellite communications system recognized by the International Maritime Organization, provides services for GMDSS, established under national law and through which the Inmarsat system is operated.</p>	<p>(b) “Provider” means any entity or entities, which, through a mobile satellite communication s system recognized by the International Maritime Organization, provides services for GMDSS.</p>	<p>Amendment proposed by Denmark; amended at IWG/2</p>
<p>(c) “Party” means a State for which this Convention has entered into force.</p>	<p>(c) “Party” means a State for which this Convention has entered into force.</p>	<p>(c) “Party” means a State for which this Convention has entered into force.</p>	<p>No changes proposed</p>
<p>(d) “Public Services Agreements” means the Agreements executed by the Organization and <u>Providers Company</u>, as referred to in Article 4(1).</p>	<p>(d) Public Services Agreement” means the an Agreement executed by the Organization and <u>a Provider Company</u>, [for the benefit of all Parties to the <u>Convention</u>] as referred to in Article 4(1).</p>	<p>(d) Public Services Agreement” means an Agreement executed by the Organization and a Provider [for the benefit of all Parties to the Convention] as referred to in Article 4(1).</p>	<p>Amendment proposed by Denmark; amended at IWG/3</p>
<p>(e) “GMDSS” means the Global Maritime Distress and Safety System as established by the International Maritime Organization (<u>IMO</u>).</p>	<p>(e) “GMDSS” means the Global Maritime Distress and Safety System as established by the International Maritime Organization (<u>IMO</u>).</p>	<p>(e) “GMDS S” means the Global Maritime Distress and Safety System as established by the International Maritime Organization (IMO).</p>	<p>Amendment proposed by Denmark.</p>
<p>(f) <u>“Public Interests”</u></p>	<p>[(f) <u>“Public Interest[s]”</u></p>	<p>[(f) “Public</p>	<p>square</p>

<u>means those interests set forth in Article 3.</u>	<u>means th[os]e interest[s] set forth in Article 3.]</u>	Interest[s]" means th[os]e interest[s] set forth in Article 3.]	bracket placed around plural of interests to depend on outcome of Article 3
<u>(g) "Developing Countries" means those countries listed in the Group of 77 as published from time to time by the United Nations.</u>	<u>(g) "Developing Countries" means those countries listed in the Group of 77 as published from time to time by the United Nations.</u>	(g) "Developing Countries" means those countries listed in the Group of 77 as published from time to time by the United Nations.	New text proposed by Denmark
Article 2 <u>Establishment of the Organization</u> The International Mobile Satellite Organization (IMSO), herein referred to as "the Organization", is hereby established.	Article 2 <u>Establishment of the Organization</u> The International Mobile Satellite Organization (IMSO), herein referred to as "the Organization", is hereby established.	Article 2 Establishment of the Organization The International Mobile Satellite Organization (IMSO), herein referred to as "the Organization", is hereby established.	Addition of "IMSO" proposed by Denmark.
Article 3 <u>Purpose</u> (1) The purpose of the Organization is to ensure that <u>one or more of the public interests</u> basic principles set forth in this <u>Article paragraph</u> are met shall be observed by the Company each Provider, namely: (a) ensuring the continued provision of global maritime distress and safety satellite communications services, in particular those 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, relative to <u>for</u> the GMDSS;	Article 3 <u>Purpose and Principles</u> <i>Text as at end of IWG/2</i> (1) The <u>primary</u> purpose of the Organization is to ensure that the <u>public interest[s]</u> basic principles set forth in this <u>Article paragraph</u> are met shall be observed by the Company each Provider, namely ensuring (a) the continued provision of global maritime mobile distress and safety satellite communications services, in particular those 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, relative to <u>for</u> the GMDSS, according to the	Article 3 <u>Purpose and Principles</u> <i>Text as at end of IWG/2</i> (1) The primary purpose of the Organization is to ensure that the public interest[s] set forth in this paragraph are met by each Provider, namely ensuring the provision of global maritime mobile satellite communications services for the GMDSS, according to the framework set up by IMO.	Changes proposed by Denmark. Outcome of IMO MSC and letter from IMO dated 15 September 2003 noted by IWG/2 (Ref IWG/2/Report, para 6.5.2). Alternatives to Article 3 drafted at IWG/3 square brackets placed around plural of interests to depend on outcome of Article 3

<p>(b) <u>ensuring the provision of global aeronautical mobile satellite safety communications services; and</u></p> <p>(dc) seeking to serve all areas where there is a need for mobile satellite communications, giving due consideration to the rural and the remote areas of developing countries; <u>and</u></p>	<p><u>framework set up by IMO.;</u></p> <p>(d) seeking to serve all areas where there is a need for mobile satellite communications, giving due consideration to the rural and the remote areas of developing countries;</p> <p>[(2) The further purpose of the Organization is to [act][ensure that Providers provide their services]:</p> <p>(ba) providing services without discrimination on the basis of nationality;</p> <p>(eb) acting exclusively for peaceful purposes; and</p> <p>(ec) operating in a manner consistent with fair competition [subject to applicable laws and regulations.]]</p>	<p>[(2) The further purpose of the Organization is to [act][ensure that Providers provide their services]:</p> <p>(a) without discrimination on the basis of nationality;</p> <p>(b) exclusively for peaceful purposes; and</p> <p>(c) in a manner consistent with fair competition.]</p>	<p>(b) proposed by Denmark; withdrawn at IWG/2 (ref IWG/2/Report, para 6.3.2.5, 6.4.7.2 and Annex VI)</p> <p>(c) following input from India and France at IWG/2 (IWG/2/3 and IWG/2/4 respectively), original text deleted at IWG/2 and moved to Article 5 Facilitation (Ref IWG/2/Report, para 6.3.3.2 and 6.3.3.3 and Annexes VII, VIII and IX), but put in square brackets.</p> <p>Introductory sentence drafted at IWG/2 in Annex XII</p>
	Alternative texts	Alternative	Alternative texts drafted

	<p style="text-align: center;">drafted at IWG/3</p> <p>Article 3 Purpose and Principles alternative text for first part of paragraph (1) [(1) The <u>primary</u> purpose of the Organization is to ensure that the basic principles set forth in this Article shall be observed by the Company, namely: (a) ensuring the continued following public interest is met by each Provider: the provision of global maritime mobile distress and safety satellite communications services]</p> <p style="text-align: center;">alternative text for first part of paragraph (1) [(1) The <u>primary</u> purpose of the Organization is to ensure that the basic principles set forth in this Article shall be observed by the Company, namely: (a) ensuring the continued the provision by <u>each Provider</u> of global maritime mobile distress and safety satellite communications services]</p> <p style="text-align: center;">alternative text for first part of paragraph (1): [(1) The <u>primary</u> purpose of the Organization is to ensure that the basic principles set forth in this Article shall be observed by the Company, namely: (a) ensuring the continued each Provider meets the Public Interest. The Public Interest is the provision of global maritime mobile distress and safety satellite</p>	<p style="text-align: center;">texts drafted at IWG/3</p> <p>Article 3 Purpose and Principles Alternative text for first part of paragraph (1) [(1) The primary purpose of the Organization is to ensure that the following public interest is met by each Provider: the provision of global maritime mobile satellite communications services]</p> <p style="text-align: center;">alternative text for first part of paragraph (1) [(1) The primary purpose of the Organization is to ensure the provision by each Provider of global maritime mobile satellite communications services]</p> <p style="text-align: center;">alternative text for first part of paragraph (1): [(1) The primary purpose of the Organization is to ensure that each Provider meets the Public Interest. The Public Interest is the provision of global maritime mobile communication s services]</p>	<p>at IWG/3 (Ref IWG/3/Report, para. 5.5(c))</p>
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	communications services]		
	<p>alternative text for second part of paragraph (1): [, in particular those <u>[services]</u> 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, relative to the GMDSS]</p> <p>alternative text for second part of paragraph (1): <u>[for the GMDSS, according to the legal framework set up by IMO.]</u></p>	<p>alternative text for second part of paragraph (1): [, in particular those <u>[services]</u> 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, relative to the GMDSS]</p> <p>alternative text for second part of paragraph (1): <u>[for the GMDSS, according to the legal framework set up by IMO.]</u></p>	Alternative texts drafted at IWG/3 (Ref IWG/3/Report, para. 5.5(c))
	<p>alternative text for new paragraph (1)(bis) [Subject to the decision of the Assembly, the Organization may assume any other <u>[oversight]</u> functions or duties [at the request of xxx].]</p> <p>alternative text for new paragraph (1)(bis) – which could be moved to Article 9 <u>[At the request of a Member State or at the initiative of the Director, the Assembly can consider a proposal to entrust new functions to the Organization, and the Assembly will take a decision on the proposal in accordance with Article 8.]</u></p>	<p>alternative text for new paragraph (1)(bis) [Subject to the decision of the Assembly, the Organization may assume any other <u>[oversight]</u> functions or duties [at the request of xxx].]</p> <p>alternative text for new paragraph (1)(bis) – which could be moved to Article 9 <u>[At the request of a Member State or at the initiative of the Director, the Assembly can consider a proposal to entrust new functions to the Organization, and the Assembly will take a decision in accordance with Article</u></p>	New alternative texts drafted at IWG/3 (Ref: IWG/3/Report, para 5.5(d))

		8.]	
<p>(2) The further purpose of the Organization is to ensure that Providers provide their services:</p> <p>(b_a) providing services without discrimination on the basis of nationality;</p> <p>(e_b) acting exclusively for peaceful purposes; <u>and</u></p> <p>(e_c) operating in a manner consistent with fair competition, subject to applicable laws and regulations.</p>	<p>alternative text for paragraph (2): [(2) In implementing the primary purpose set out in paragraph (1),] the Organization shall:</p> <p>(a)(b) <u>act</u> without discrimination on the basis of nationality [<u>among Providers</u>];</p> <p>[(a)(bis) act without discrimination among Providers];</p> <p>(b)(e) act [exclusively] for peaceful purposes; and</p> <p>alternative text for sub-paragraph (c): (c)(e) [<u>act operating</u> in a manner consistent with fair competition]</p> <p>alternative text for sub-paragraph (c): (c)(e) [<u>perform the oversight functions in a fair and consistent manner among Providers;</u>]</p> <p>[(d) <u>also observe the principle of</u> seeking to serve all areas where there is a need for mobile satellite communications, giving particular regard to rural and remote areas of developing countries.]</p> <p>alternative text for paragraph (2): [(2)(e) <u>The Organization shall act</u> exclusively for peaceful purposes.</p> <p>[(2)(bis) In the performance of the oversight functions the</p>	<p>alternative text for paragraph (2): [(2) In implementing the primary purpose set out in paragraph (1),] the Organization shall:</p> <p>(a) act without discrimination on the basis of nationality [among Providers];</p> <p>[(a)(bis) act without discrimination among Providers];</p> <p>(b) act [exclusively] for peaceful purposes; and</p> <p>alternative text for sub-paragraph (c): (c) [act in a manner consistent with fair competition]</p> <p>alternative text for sub-paragraph (c): (c) [perform the oversight functions in a fair and consistent manner among Providers;]</p> <p>[(d) also observe the principle of seeking to serve all areas where there is a need for mobile satellite communications, giving particular regard to rural and remote areas of developing countries.]</p> <p>alternative text for paragraph (2): [(2) The Organization</p>	<p>Amendment proposed by Denmark. Alternative texts drafted at IWG/2; further discussed at IWG3 (Ref IWG/3/Report, para 5.5(e) and (f))</p>

	<p><u>Organization [and the Directorate] shall act, amongst Providers:</u></p> <p>(a) without any discrimination <u>whatsoever</u>; and</p> <p>(b) <u>in a fair and consistent manner.</u>]]</p>	<p>shall acting exclusively for peaceful purposes.</p> <p>[(2)(bis) In the performance of the oversight functions the Organization [and the Directorate] shall act, amongst Providers:</p> <p>(a) without any discrimination whatsoever; and</p> <p>(b) in a fair and consistent manner.]]</p>	
<p>Article 4 Oversight Implementation of Basic Principles</p> <p>(1) The Organization, with the approval of the Assembly, shall execute a Public Services Agreement with the Company <u>each Provider</u> and shall conclude such other arrangements as may be necessary to enable the Organization to oversee and ensure the performance observance by the Company <u>each Provider</u> Company of in meeting the public interests, basic principles set forth in Article 3, and to implement any other provision of this Convention, and to make recommendations as appropriate.</p>	<p>Article 4 Oversight</p> <p><i>Alternative text for paragraph (1)</i></p> <p>[(1) The Organization, with the approval of the Assembly, shall execute a Public Services Agreement with <u>each Provider</u> the Company, and shall conclude such other arrangements as may be necessary to enable the Organization to oversee and ensure the performance and <u>observance by each Provider</u> the Company in meeting the public interest[s], of the basic principles set forth in Article 3, and to implement any other provision of this Convention, and to make recommendations as appropriate.]</p> <p><i>Alternative text for paragraph (1)</i></p> <p>[(1) The Organization, with the approval of the Assembly, shall execute a Public Services Agreement with <u>each Provider</u> the Company, and shall conclude such other arrangements as may be necessary to enable the Organization to <u>perform the oversight functions and to</u></p>	<p>Article 4 Oversight</p> <p><i>Alternative text for paragraph (1)</i></p> <p>[(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 oversee the performance and observance by each Provider in meeting the public interest[s], to implement any other provision of this Convention, and to make recommendations as appropriate.]</p> <p><i>Alternative text for paragraph (1)</i></p> <p>[(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</p>	<p>Text proposed by Denmark. Two alternative text drafted at IWG/3(Ref: IWG/3/Report, paragraph 5.5(g))</p>

	<p>report to the Assembly and to the International Maritime Organization, to oversee and ensure the observance by the Company of the basic principles set forth in Article 3, and to implement any other provision of this Convention.</p>	<p>Organization to perform the oversight functions and to report to the Assembly and to the International Maritime Organization.</p>	
<p><u>(2) Oversight of public interests as set forth in this Article shall be based on relevant international regulations, standards, recommendations and procedures, including those established by the International Maritime Organization (IMO), the International Civil Aviation Organization (ICAO) and the International Telecommunication Union (ITU) relative to mobile satellite communications.</u></p>	<p><u>(2) Oversight of public interest[s] as set forth in this Article shall be based on</u></p> <p><u>(a) the relevant Public Service Agreement and any other related arrangement concluded between the Organization and the Provider;</u></p> <p><u>(b) relevant international regulations, standards, recommendations and procedures, especially those established by relevant Organizations.</u></p> <p><u>(c) any specific conditions or obligations imposed by the International Maritime Organization during, or at any stage after, the recognition and authorization of the Provider.</u></p>	<p>(2) Oversight of public interest[s] as set forth in this Article shall be based on</p> <p>(a) the relevant Public Service Agreement and any other related arrangement concluded between the Organization and the Provider;</p> <p>(b) relevant international regulations, standards, recommendations and procedures, especially those established by relevant Organizations.</p> <p>(c) any specific conditions or obligations imposed by the International Maritime Organization during, or at any stage after, the recognition and authorization of the Provider.</p>	<p>Amendment proposed by Denmark; new text drafted at OWG3 (Ref: IWG/3/Report, para 5.5(g) square brackets placed around plural of interests to depend on outcome of Article 3</p>
	<p>Alternative text for paragraph (3)</p> <p><u>(3) Each Public Services Agreement [must] [shall] include appropriate obligations for the Provider to supply the Organization with the information necessary to fulfil its tasks[, including information to enable the Organization to monitor the provisions of Article 3(2)].</u></p> <p>Alternative text for</p>	<p>Alternative text for paragraph (3)</p> <p>(3) Each Public Services Agreement [must] [shall] include appropriate obligations for the Provider to supply the Organization with the information necessary to fulfil its tasks[, including information to enable the Organization to monitor the provisions of Article</p>	<p>New paras (3)) drafted at IWG/2 and alternative texts for paras (3) and (4) drafted at IWG/3 (Ref: IWG/3/Report, para 5.5(g))</p>

	<p style="text-align: center;">paragraph (3)</p> <p><u>(3) Each Public Services Agreement [must] [shall] include:</u></p> <p><u>(a) an express obligation for the Provider to supply the Organization with all information necessary and to afford the Directorate all necessary access to enable the performance of the oversight;</u></p> <p><u>(b) a statement that the Provider shall act without any discrimination whatsoever amongst the end users;</u></p> <p><u>(c) a statement that the Provider shall act in a manner consistent with fair competition;</u></p> <p><u>(d) any other provisions or obligations established by the International Maritime Organization during, or at any stage after, the recognition and authorization of the Provider;</u></p> <p><u>(e) any other specific provisions established, from time to time, by the Assembly.</u></p> <p><u>(4) The Director shall negotiate, on behalf of the Organization, each Public Service Agreement. Public Service Agreements shall be approved by the Assembly before they enter into force.]</u></p>	<p>3(2)].</p> <p style="text-align: center;">Alternative text for paragraph (3)</p> <p>(3) Each Public Services Agreement [must] [shall] include:</p> <p>(a) an express obligation for the Provider to supply the Organization with all information necessary and to afford the Directorate all necessary access to enable the performance of the oversight;</p> <p>(b) a statement that the Provider shall act without any discrimination whatsoever amongst the end users;</p> <p>(c) a statement that the Provider shall act in a manner consistent with fair competition;</p> <p>(d) any other provisions or obligations established by the International Maritime Organization during, or at any stage after, the recognition and authorization of the Provider;</p> <p>(e) any other specific provisions established, from time to time, by the Assembly.</p> <p>(4) The Director shall negotiate, on behalf of the Organization, each Public Service Agreement. Public Service Agreements shall be approved by the Assembly before they</p>	
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		enter into force.]	
<p><u>Article 5</u></p> <p><u>Facilitation</u></p> <p>(1) Any Parties in whose territory the Company's headquarters are located shall take appropriate measures, in accordance with its national laws, as may be necessary, to enable the Company Providers to continue to provide GMDSS services and meet the public interests observe the other basic principles, as referred to in Article 3.</p> <p>(2) <u>The Organization shall focus on existing international and national mechanisms dealing with technical assistance, with the aim of seeking to ensure that all areas, where there is a need, are provided with mobile satellite communications services, in particular the rural and remote areas of developing countries.</u></p>	<p><u>Article 5</u></p> <p><u>Facilitation</u></p> <p>(1) Any Parties [to the Convention] in whose territory the Company's headquarters are located shall take appropriate measures, in accordance with its national laws, as may be necessary, to enable the Company Providers [to continue to provide GMDSS services] and meet the [public interest[s]] observe the other basic principles, as referred to in Article 3.</p> <p><i>Alternative text for paragraph(2)</i></p> <p><u>[(2) The Organization, [by focusing on] [through] [taking into account] existing international, [regional] and national mechanisms dealing with technical assistance, [with the aim of seeking to] [may/shall] assist Providers in their effort to ensure that all areas, where there is a need, are provided with mobile satellite communications services, in particular the rural and remote areas of developing countries.]</u></p> <p><i>alternative text for paragraph(2)</i></p> <p><u>[(2) The Organization [shall/may], subject to support and funding by [existing] national, regional and international mechanisms dealing with technical assistance or capacity building in developing countries, take measures or steps to assist Providers in serving areas where there is a need for the provision of global mobile</u></p>	<p>Article 5</p> <p>Facilitation</p> <p>(1) Parties [to the Convention] shall take appropriate measures to enable Providers [to continue to provide GMDSS services] and meet the [public interest[s]].</p> <p><i>Alternative text for paragrap (2)</i></p> <p>[(2) The Organization, [by focusing on] [through] [taking into account] existing international, [regional] and national mechanisms dealing with technical assistance, [with the aim of seeking to] [may/shall] assist Providers in their effort to ensure that all areas, where there is a need, are provided with mobile satellite communications services, in particular the rural and remote areas of developing countries.]</p> <p><i>alternative text for paragraph(2)</i></p> <p>[(2) The Organization [shall/may], subject to support and funding by [existing] national, regional and international mechanisms dealing with technical assistance or capacity building in developing countries,</p>	<p>Amendments proposed by Denmark. Alternative text drafted at IWG/3 (ref: IWG/3/Report, para 5.5(h)) square brackets placed around plural of interests to depend on outcome of Article 3</p>

	<u>satellite communication services, giving due consideration in particular to the rural and remote areas of developing countries.]</u>	take measures or steps to assist Providers in serving areas where there is a need for the provision of global mobile satellite communication services, giving due consideration in particular to the rural and remote areas of developing countries.]	
Article <u>56</u> Structure The organs of the Organization shall be: (a) The Assembly. (b) A Secretariat <u>Directorate</u> , headed by a Director.	Article <u>56</u> <u>Structure</u> The organs of the Organization shall be: (a) The Assembly. (b) A Secretariat <u>Directorate</u> , headed by a Director.	Article 6 Structure The organs of the Organization shall be: (a) The Assembly. (b) A Directorate, headed by a Director.	Proposal by Denmark to change Secretariat to Directorate (Explanatory Notes refer)
Article <u>67</u> <u>Assembly - Composition and Meetings</u> (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, 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 <u>67</u> <u>Assembly - Composition and Meetings</u> (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, 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 7 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, 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	

<p>Article 78 <u>Assembly - Procedure</u></p> <p>(1) Each Party shall have one vote in the Assembly.</p> <p>(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.</p> <p>(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.</p> <p>(4) A quorum for any meeting of the Assembly shall consist of a <u>simple</u> majority of the Parties.</p>	<p>Article 78 <u>Assembly - Procedure</u></p> <p>(1) Each Party shall have one vote in the Assembly.</p> <p>(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.</p> <p>(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.</p> <p>(4) A quorum for any meeting of the Assembly shall consist of a <u>simple</u> majority of the Parties.</p>	<p>obligations.</p> <p>Article 8 Assembly - Procedure</p> <p>(1) Each Party shall have one vote in the Assembly.</p> <p>(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.</p> <p>(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.</p> <p>(4) A quorum for any meeting of the Assembly shall consist of a simple majority of the Parties.</p>	<p>Addition of word "simple" proposed by Denmark</p>
<p>Article 89 <u>Assembly - Functions</u></p> <p>The functions of the Assembly shall be:</p> <p>(a) to consider and review the purposes, general policy and long term objectives of the Organization and the activities of the <u>Providers Company</u> which relate to the <u>public interests</u> basic principles, set forth in Article 3, taking into account</p>	<p>Article 89 <u>Assembly - Functions</u></p> <p>The functions of the Assembly shall be:</p> <p>(a) to consider and review the purposes, general policy and long term objectives of the Organization and the activities of the <u>Providers Company</u> which relate to the <u>public interest[s]</u> basic principles, set forth in Article 3, taking into account</p>	<p>Article 9 Assembly - Functions</p> <p>The functions of the Assembly shall be:</p> <p>(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</p>	<p>Amendments proposed by Denmark</p> <p>square brackets placed around plural of interests to depend on outcome of Article 3</p>

<p>any- recommendations- made by the Company thereon;</p>	<p>any- recommendations- made by the Company thereon;</p>	<p>public interest[s];</p>	
<p>(b) to take any steps or procedures necessary to ensure observance by the Company of that each Provider <u>meets the public interests basic principles, as provided for in Article 4</u>, including approval of the conclusion, modification and termination of the Public Services Agreements <u>under Article 4(1)</u>;</p>	<p>(b) to take any steps or procedures necessary to ensure observance by the Company of that each <u>Provider meets the public interest[s] basic principles, as provided for in Article 4</u>, including approval of the conclusion, modification and termination of the Public Services Agreements under Article 4(1);</p>	<p>(b) to take any steps or procedures necessary to ensure that each Provider meets the [public interest[s], including approval of the conclusion, modification and termination of Public Services Agreements;</p>	
<p>(c) to decide upon questions concerning formal relationships between the Organization and States, whether Parties or not, and international organizations;</p>	<p>(c) to decide upon questions concerning formal relationships between the Organization and States, whether Parties or not, and international organizations;</p>	<p>(c) to decide upon questions concerning formal relationships between the Organization and States, whether Parties or not, and international organizations;</p>	
<p>(d) to decide upon any amendment to this Convention pursuant to Article 18 thereof;</p>	<p>(d) to decide upon any amendment to this Convention pursuant to Article 18 thereof;</p>	<p>(d) to decide upon any amendment to this Convention pursuant to Article 18 thereof;</p>	
<p>(e) to appoint a Director under Article <u>910</u> and to remove the Director; and</p>	<p>(e) to appoint a Director under Article <u>910</u> and to remove the Director; and</p>	<p>(d) to decide upon any amendment to this Convention pursuant to Article 18 thereof;</p>	
<p>(f) to exercise any other function conferred upon it under any other Article of this Convention.</p>	<p>(f) to exercise any other function conferred upon it under any other Article of this Convention.</p>	<p>(e) to appoint a Director under Article 10 and to remove the Director; and</p>	

		(f) to exercise any other function conferred upon it under any other Article of this Convention.	
<p>Article 910</p> <p><u>Secretariat Directorate</u></p> <p>(1) The term of appointment of the Director shall be for four years or such other term as the Assembly decides.</p> <p>(4)(2) <u>The Director shall serve for a maximum of two terms.</u></p> <p>(2)(3) The Director shall be the legal representative of the Organization and Chief Executive Officer of the <u>Secretariat Directorate</u>, and shall be responsible to and under the direction of the Assembly.</p> <p>(3)(4) The Director 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 <u>Secretariat Directorate</u>, and shall appoint the personnel of the <u>Secretariat Directorate</u>.</p> <p>(4)(5) The paramount consideration in the appointment of the Director and other personnel of the <u>Secretariat Directorate</u> shall be the necessity of ensuring the highest standards of integrity, competency and efficiency.</p> <p>(5)(6) The Organization shall conclude, with any Party in whose territory the Organization establishes the <u>Secretariat Directorate</u>, an</p>	<p>Article 910</p> <p><u>Secretariat Directorate</u></p> <p>(1) The term of appointment of the Director shall be for four years or such other term as the Assembly decides.</p> <p>[(2) _____ The Director shall serve for a maximum of two consecutive terms.]</p> <p>(2)(3) The Director shall be the legal representative of the Organization and Chief Executive Officer of the <u>Secretariat Directorate</u>, and shall be responsible to and under the direction of the Assembly.</p> <p>(3)(4) The Director 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 <u>Secretariat Directorate</u>, and shall appoint the personnel of the <u>Secretariat Directorate</u>.</p> <p>(4)(5) The paramount consideration in the appointment of the Director and other personnel of the <u>Secretariat Directorate</u> shall be the necessity of ensuring the highest standards of integrity, competency and efficiency.</p> <p>(5)(6) The Organization shall conclude, with any Party in whose territory the Organization establishes the <u>Secretariat Directorate</u>, an agreement, to be approved by</p>	<p>Article 10</p> <p>Directorate</p> <p>(1) The term of appointment of the Director shall be for four years or such other term as the Assembly decides.</p> <p>[(2) The Director shall serve for a maximum of two consecutive terms.]</p> <p>(3) The Director 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.</p> <p>(4) The Director 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.</p> <p>(5) The paramount consideration in the appointment of the Director and other personnel of the Directorate shall be the necessity of ensuring the highest standards of integrity, competency and efficiency.</p>	<p>New paragraph (2) proposed by Denmark. The word “consecutive” drafted at IWG/2;</p>

<p>agreement, to be approved by the Assembly, relating to any facilities, privileges and immunities of the Organization, its Director, 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 <u>Secretariat Directorate</u> is moved from the territory of the host Government.</p> <p>(6)(7) All Parties, other than a Party which has concluded an agreement referred to in paragraph (5)(6), shall conclude a Protocol on the privileges and immunities of the Organization, its Director, 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.</p>	<p>the Assembly, relating to any facilities, privileges and immunities of the Organization, its Director, 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 <u>Secretariat Directorate</u> is moved from the territory of the host Government.</p> <p>(6)(7) All Parties, other than a Party which has concluded an agreement referred to in paragraph (5)(6), shall conclude a Protocol on the privileges and immunities of the Organization, its Director, 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.</p>	<p>(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, 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.</p> <p>(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, 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.</p>	
<p>Article 4011</p> <p>Costs</p> <p>(1) The Organization shall, in the Public Services Agreements, arrange for the</p>	<p>Article 4011</p> <p><u>Costs</u></p> <p>(1) The Organization shall, in the Public Services Agreements, arrange for the</p>	<p>Article 11</p> <p>Costs</p> <p>(1) The Organization shall, in the Public Services</p>	<p>Amendments proposed by Denmark Text put in square brackets at IWG/3 (Ref</p>

<p>costs associated with the following to be paid by the <u>Providers Company</u>:</p> <p>(a) the establishment and operation of the Secretariat Directorate;</p> <p>(b) the holding of Assembly sessions; and</p> <p>(c) the implementation of any measures taken by the Organization in accordance with Article 4 to ensure that the <u>Provider Company observes meets the public interests basic principles.</u></p> <p>(2) <u>The costs defined in paragraph (1) shall be apportioned equally between all Providers.</u></p> <p>(3) Each Party shall meet its own costs of representation at Assembly meetings.</p>	<p>costs associated with the following to be paid by the <u>Providers Company</u>:</p> <p>(a) the establishment and operation of the Secretariat Directorate;</p> <p>(b) the holding of Assembly sessions [and meetings of the Advisory Committee and any other meetings which the Assembly may decide to convene]; and</p> <p>(c) the implementation of any measures taken by the Organization in accordance with Article 4 to ensure that the <u>Provider Company observes meets the public interest[s] [basic principles.</u></p> <p>(2) <u>The costs defined in paragraph (1) shall be apportioned between all Providers according to rules set up by the Assembly.</u></p> <p>(3) Each Party shall meet its own costs of representation at Assembly meetings.</p>	<p>Agreements, arrange for the costs associated with the following to be paid by the Providers:</p> <p>(a) the operation of the Directorate;</p> <p>(b) the holding of Assembly sessions [and meetings of the Advisory Committee and any other meetings which the Assembly may decide to convene] *; and</p> <p>(c) the implementation of any measures taken by the Organization in accordance with Article 4 to ensure that the Provider meets the public interest[s] .</p> <p>(2) The costs defined in paragraph (1) shall be apportioned between all Providers according to rules set up by the Assembly.</p> <p>(3) Each Party shall meet its own costs of representation at Assembly meetings.</p>	<p>IWG/3/Report, para 5.5 (j))</p> <p>New text drafted at IWG/2 and footnote subsequently provided by IMSO Director as follows: regarding text in square brackets in Article 11(1)(b), the Advisory Committee is not defined in the Convention; the Advisory Committee, like the IWG, is a subsidiary body of the Assembly. The IMSO Director suggests that the words in square brackets are deleted and replaced by "and meetings of its subsidiary bodies".</p> <p>square brackets placed around plural of interests to depend on outcome of Article 3</p>
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			Amendment proposed by Denmark. Additional wording drafted at IWG/2
<p>Article 11<u>12</u></p> <p><u>Liability</u></p> <p>Parties are not, in their capacity as such, liable for the acts and obligations of the Organization or the <u>Providers Company</u>, 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.</p>	<p>Article 11<u>12</u></p> <p><u>Liability</u></p> <p>Parties are not, in their capacity as such, liable for the acts and obligations of the Organization or the <u>Providers Company</u>, 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.</p>	<p>Article 12</p> <p>Liability</p> <p>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.</p>	Amendment proposed by Denmark
<p>Article 12<u>13</u></p> <p><u>Legal Personality</u></p> <p>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</p>	<p>Article 12<u>13</u></p> <p><u>Legal Personality</u></p> <p>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</p>	<p>Article 13</p> <p>Legal Personality</p> <p>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</p>	No change

be a party to legal proceedings and to conclude agreements with States or international organizations.	be a party to legal proceedings and to conclude agreements with States or international organizations.	dispose of movable and immovable property, to be a party to legal proceedings and to conclude agreements with States or international organizations.	
<p>Article 13<u>14</u></p> <p><u>Relationship with other International Organizations</u></p> <p>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.</p>	<p>Article 13<u>14</u></p> <p><u>Relationship with other International Organizations</u></p> <p>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.</p>	<p>Article 14</p> <p>Relationship with other International Organizations</p> <p>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.</p>	No change
<p>Article 15</p> <p><u>Settlement of Disputes</u></p> <p>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</p>	<p>Article 15</p> <p><u>Settlement of Disputes</u></p> <p>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</p>	<p>Article 15</p> <p>Settlement of Disputes</p> <p>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</p>	No change

to arbitration in accordance with the Annex to this Convention.	to arbitration in accordance with the Annex to this Convention.	settling disputes, the dispute may, if the parties to the dispute consent, be submitted to arbitration in accordance with the Annex to this Convention.	
<p>Article 16</p> <p><u>Consent to be Bound</u></p> <p>(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:</p> <p>(a) Signature not subject to ratification, acceptance or approval, or</p> <p>(b) Signature subject to ratification, acceptance or approval, followed by ratification, acceptance or approval, or</p> <p>(c) accession.</p> <p>(2) Ratification, acceptance, approval or accession shall be effected by the deposit of the appropriate instrument with the Depository.</p> <p>(3) Reservations cannot be made to this Convention.</p>	<p>Article 16</p> <p><u>Consent to be Bound</u></p> <p>(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:</p> <p>(a) Signature not subject to ratification, acceptance or approval, or</p> <p>(b) Signature subject to ratification, acceptance or approval, followed by ratification, acceptance or approval, or</p> <p>(c) accession.</p> <p>(2) Ratification, acceptance, approval or accession shall be effected by the deposit of the appropriate instrument with the Depository.</p> <p>(3) Reservations cannot be made to this Convention.</p>	<p>Article 16</p> <p>Consent to be Bound</p> <p>(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:</p> <p>(a) Signature not subject to ratification, acceptance or approval, or</p> <p>(b) Signature subject to ratification, acceptance or approval, followed by ratification, acceptance or approval, or</p> <p>(c) accession.</p> <p>(2) Ratification, acceptance, approval or accession shall be effected by the deposit of the appropriate instrument with the Depository.</p> <p>(3) Reservations cannot be made to this Convention.</p>	No change
<p>Article 17</p> <p><u>Entry into Force</u></p> <p>(1) This Convention shall enter into force sixty days after the date on which States representing 95 percent of the initial investment shares have</p>	<p>Article 17</p> <p><u>Entry into Force</u></p> <p>[(1) This Convention shall enter into force sixty days after the date on which States representing 95 percent of the initial</p>	<p>Article 17</p> <p>Entry into Force</p> <p>[(1) This Convention shall enter into force sixty days after the date on which States representing 95 percent</p>	No change Paragraph (1) put in square brackets at IWG/3 since the

<p>become Parties to the Convention.</p> <p>(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.</p> <p>(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.</p>	<p>investment shares have become Parties to the Convention.]</p> <p>(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.</p> <p>(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.</p>	<p>of the initial investment shares have become Parties to the Convention.]</p> <p>(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.</p> <p>(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.</p>	<p>Convention has already entered into force</p>
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<p style="text-align: center;">Article 18</p> <p><u>Amendments</u></p> <p>(1) Amendments to this Convention may be proposed by any Party, and shall be circulated by the Director to all other Parties and to the Company. The Assembly shall consider the amendment not earlier than six months thereafter, taking into account any recommendation of the Company. This period may in any particular case be reduced by the Assembly by a substantive decision by up to three months.</p> <p>(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.</p>	<p style="text-align: center;">Article 18</p> <p><u>Amendments</u></p> <p>(1) Amendments to this Convention may be proposed by any Party, and shall be circulated by the Director to all other Parties and to the Company. The Assembly shall consider the amendment not earlier than six months thereafter, taking into account any recommendation of the Company. This period may in any particular case be reduced by the Assembly by a substantive decision by up to three months.</p> <p>(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.</p>	<p style="text-align: center;">Article 18</p> <p>Amendments</p> <p>(1) Amendments to this Convention may be proposed by any Party, and shall be circulated by the Director to all other Parties. The Assembly shall consider the amendment not earlier than six months thereafter. This period may in any particular case be reduced by the Assembly by a substantive decision by up to three months.</p> <p>(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.</p>	<p>Amendments proposed by Denmark</p>
<p>Article 14<u>19</u></p> <p><u>Withdrawal</u></p> <p style="text-align: center;">Any Party may, by written notification to the Depositary,</p>	<p>Article 14<u>19</u></p> <p><u>Withdrawal</u></p> <p style="text-align: center;">Any Party may, by written notification to the Depositary, withdraw</p>	<p>Article 19</p> <p>Withdrawal</p> <p style="text-align: center;">Any Party may, by written notification to the Depositary, withdraw</p>	

<p>withdraw voluntarily from the Organization at any time, such withdrawal to be effective upon receipt by the Depositary of such notification.</p>	<p>voluntarily from the Organization at any time, such withdrawal to be effective upon receipt by the Depositary of such notification.</p>	<p>voluntarily from the Organization at any time, such withdrawal to be effective upon receipt by the Depositary of such notification.</p>	
<p>Article 20</p> <p><u>Termination</u></p> <p><u>The Organization shall cease to exist when the Assembly so decides, in accordance with Article 8(2).</u></p>	<p>Article 20</p> <p><u>Termination</u></p> <p><u>The Convention and the functions of the Organization shall cease to exist when the Assembly so decides, in accordance with Article 8(2).</u></p>	<p>Article 20</p> <p>Termination</p> <p>The Convention and the functions of the Organization shall cease to exist when the Assembly so decides, in accordance with Article 8(2).</p>	<p>New Article proposed by Denmark. Amendments drafted at IWG/2. IWG/3 noted that question of termination of the Convention and of the functions of the Organization are two distinct and separate issues which need to be addressed (ref: IWG/3/Report, para 5.5(k))</p>
<p>Article 19<u>21</u></p> <p><u>Depositary</u></p> <p>(1) The Depositary of this Convention shall be the Secretary-General of the International Maritime Organization.</p> <p>(2) The Depositary shall promptly inform all Parties of:</p> <p>(a) Any signature of the Convention.</p> <p>(b) The deposit of any instrument of ratification,</p>	<p>Article 19<u>21</u></p> <p><u>Depositary</u></p> <p>(1) The Depositary of this Convention shall be the Secretary-General of the International Maritime Organization.</p> <p>(2) The Depositary shall promptly inform all Parties of:</p> <p>(a) Any signature of the Convention.</p> <p>(b) The deposit of any instrument of ratification,</p>	<p>Article 21</p> <p>Depositary</p> <p>(1) The Depositary of this Convention shall be the Secretary-General of the International Maritime Organization.</p> <p>(2) The Depositary shall promptly inform all Parties of:</p> <p>(a) Any signature of the Convention.</p> <p>(b) The deposit of any instrument of ratification,</p>	<p>No change</p>

<p>acceptance, approval or accession.</p> <p>(c) The entry into force of the Convention.</p> <p>(d) The adoption of any amendment to the Convention and its entry into force.</p> <p>(e) Any notification of withdrawal.</p> <p>(f) Other notifications and communications relating to the Convention.</p> <p>(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.</p>	<p>acceptance, approval or accession.</p> <p>(c) The entry into force of the Convention.</p> <p>(d) The adoption of any amendment to the Convention and its entry into force.</p> <p>(e) Any notification of withdrawal.</p> <p>(f) Other notifications and communications relating to the Convention.</p> <p>(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.</p>	<p>acceptance, approval or accession.</p> <p>(c) The entry into force of the Convention.</p> <p>(d) The adoption of any amendment to the Convention and its entry into force.</p> <p>(e) Any notification of withdrawal.</p> <p>(f) Other notifications and communications relating to the Convention.</p> <p>(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.</p>	
<p>IN WITNESS WHEREOF the undersigned, duly authorized by their respective Governments, have signed this Convention.</p> <p>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</p>	<p>IN WITNESS WHEREOF the undersigned, duly authorized by their respective Governments, have signed this Convention.</p> <p>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</p>	<p>IN WITNESS WHEREOF the undersigned, duly authorized by their respective Governments, have signed this Convention.</p> <p>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</p>	<p>No change</p>

State which signs or accedes to this Convention. [Signatures omitted]	State which signs or accedes to this Convention. [Signatures omitted]	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 to the Convention PROCEDURES FOR THE SETTLEMENT OF DISPUTES REFERRED TO IN ARTICLE 15 OF THE CONVENTION In Articles 2, 3(1) and 5(11), the word "Secretariat" is replaced by "Directorate"	Annex to the Convention PROCEDURES FOR THE SETTLEMENT OF DISPUTES REFERRED TO IN ARTICLE 15 OF THE CONVENTION In Articles 2, 3(1) and 5(11), the word "Secretariat" is replaced by "Directorate"	Annex to the Convention PROCEDURES FOR THE SETTLEMENT OF DISPUTES REFERRED TO IN ARTICLE 15 OF THE CONVENTION In Articles 2, 3(1) and 5(11), the word "Secretariat" is replaced by "Directorate"	Amendment proposed by Denmark

ANNEX VII

STATEMENT BY THE RUSSIAN FEDERATION

The Party of the Russian Federation has not supported the amendments to the IMSO Convention proposed by the Party of Denmark as it does not believe in the necessity to adopt amendments to the IMSO Convention prior to the actual recognition by the International Maritime Organization of a different mobile satellite communications system provider, other than Inmarsat, for the use in the GMDSS.

The Party of the Russian Federation is prepared to participate in any future debates relating to a possible role of the IMSO if and when other providers of GMDSS satellite services are accepted and recognized by the International Maritime Organization.

STATEMENT BY THE UNITED STATES

The United States strongly supports the expansion of the Global Maritime Distress and Safety System (GMDSS) through the participation in the GMDSS of additional MSS system operators. The GMDSS, created by the International Maritime Organization (IMO), has proven to be a very important and effective tool to save lives and minimize risks to people and property at sea. Governments should endeavour to maintain the high standards of reliability for the GMDSS while expanding the reach of the system and access to it. To do so, it will be important to maintain efficiency and to welcome new and improved technologies.

The United States of America did not participate in detailed line-by-line consideration of the amendments proposed by Denmark related to expansion of IMSO's mandate during discussion of agenda item 5 because it does not view amendments as necessary at this time. The United States did comment on substantive issues of policy during the debate.

The United States took this position because it believes that the IMO, its COMSAR and MSC committees, and its Assembly Resolution A.888(21) adopted on 25 November 1999, should be the focal point of intergovernmental efforts to expand GMDSS. The United States does not see any need at this time to change the mandate of the IMSO.

The United States remains seriously concerned about proposals for new or additional intergovernmental oversight and new industry funding of the IMSO that could adversely affect the MSS industry. Anything that weakens an MSS operator or the industry may impair GMDSS. Unnecessary regulations, and associated fees and other costs, could harm MSS operators or deter them from participating in the GMDSS, potentially threatening the expansion of GMDSS services. As the IWG did not have the necessary information or time to explore agenda item 6, the implementation consequences of a possible extension of IMSO's mandate, particularly with respect to the budget and costs of the Organization, these possible negative consequences have not yet been properly assessed. The best path to ensuring a safe, reliable and growing GMDSS system is one built on efficiency and a minimum of bureaucracy.

The United States does not believe that any change in the IMSO mandate is required at this time. Nonetheless, the United States is eager to work in any way possible with other governments to identify ways to strengthen the GMDSS.
