

Article 1

Definitions

For the purposes of this Convention:

(a) "Operating Agreement" means the Operating Agreement on the International Maritime Satellite Organization (INMARSAT), including its Annex.

(b) "Party" means a State for which this Convention has entered into force.

(c) "Signatory" means either a Party or an entity designated in accordance with Article 2(3), for which the Operating Agreement has entered into force.

(d) "Space segment" means the satellites, and the tracking, telemetry, command, control, monitoring and related facilities and equipment required to support the operation of these satellites.

(e) "INMARSAT space segment" means the space segment owned or leased by INMARSAT.

(f) "Ship" means a vessel of any type operating in the marine environment. It includes *inter alia* hydrofoil boats, air-cushion vehicles, submersibles, floating craft and platforms not permanently moored.

(g) "Property" means anything that can be the subject of a right of ownership, including contractual rights.

Article 2

Establishment of INMARSAT

(1) The International Maritime Satellite Organization (INMARSAT), herein referred to as "the Organization", is hereby established.

(2) The Operating Agreement shall be concluded in conformity with the provisions of this Convention and shall be opened for signature at the same time as this Convention.

(3) Each Party shall sign the Operating Agreement or shall designate a competent entity, public or private, subject to the jurisdiction of that Party, which shall sign the Operating Agreement.

(4) Telecommunications administrations and entities may, subject to applicable domestic law, negotiate and enter directly into appropriate traffic agreements with

Artikel 1

Definitioner

I denne konvention skal:

a) „driftsoverenskomst“ betyde driftsoverenskomsten om Den internationale maritime Satellit-organisation (INMARSAT) inklusive dens tillæg;

b) „deltager“ betyde en stat, for hvilken denne konvention er trådt i kraft;

c) „signatar“ betyde enten en deltager eller et organ udpeget i overensstemmelse med artikel 2, pkt. 3, for hvilken (hvilket) driftsoverenskomsten er trådt i kraft;

d) „satellitafsnit“ betyde satellitterne samt udstyr og anlæg til sporing, telemetri, kommando, kontrol, overvågning og andre dermed beslægtede funktioner, som er nødvendige til at opretholde driften af disse satellitter;

e) „INMARSAT-satellitafsnit“ betyde det satellitafsnit, der ejes eller lejes af INMARSAT;

f) „skib“ betyde et fartøj af enhver type, der fungerer på havet. Det omfatter bl. a. hydrofoilbåde, luftpudfartøjer, fartøjer beregnet til undervandssejlads, pontonfartøjer og platforme, der ikke er permanent forføjet;

g) „ejendom“ betyde alt, hvad der kan være genstand for en ejendomsret, herunder kontraktmæssige rettigheder.

Artikel 2

Oprettelsen af INMARSAT

1) Den internationale maritime Satellit-organisation (INMARSAT), i det følgende benævnt „organisationen“, oprettes herved.

2) Driftsoverenskomsten skal afsluttes i overensstemmelse med bestemmelserne i denne konvention og skal åbnes for undertegnelse samtidig med denne konvention.

3) Enhver deltager skal underskrive driftsoverenskomsten eller skal udpege et kompetent organ, offentligt eller privat, der er underkastet denne deltagers jurisdiktion, til at underskrive driftsoverenskomsten.

4) Telekommunikationsstyrelserne og -organerne kan under iagttagelse af deres gældende interne lovgivning direkte føre forhandlinger om og indgå de nødvendige tra-