

country during such conference or meeting of representatives of all Parties and all Signatories entitled to attend.

- (d) All Parties shall, if necessary, take measures within their jurisdiction to prevent the use of earth stations in connection with the EUTELSAT Space Segment which do not comply with Article 15 of the Operating Agreement.

#### Article XVI

##### *Other Space Segments*

- (a) Any Party or Signatory which intends, or becomes aware that any person within the jurisdiction of that Party intends, individually or jointly, to establish, acquire or utilize space segment equipment separate from the EUTELSAT Space Segment in order to meet the requirements of international public telecommunications services within the EUTELSAT Space Segment service area to provide services in accordance with paragraphs a) and b) of Article III of the Convention shall, before such establishment, acquisition or utilization, furnish all relevant information to the Assembly of Parties through the Board of Signatories which shall establish whether there is likely to be any significant economic harm to EUTELSAT. The Board of Signatories shall submit its report and conclusions to the Assembly of Parties. The Assembly of Parties shall give its views within six months from the start of the foregoing procedure. An extraordinary meeting of the Assembly of Parties may be convened for this purpose.
- (b) The Board of Signatories shall draft and submit to the Assembly of Parties, as a matter of priority, the guidelines to be considered by any Party or Signatory which intends, or becomes aware that any person within the jurisdiction of that Party intends, individually or jointly, to establish space segment equipment separate from the EUTELSAT Space Segment in order to meet the requirements of domestic or international public or specialized telecommunications services, to ensure technical compatibility of such separate equipment and its operation with the use of the radio frequency spec-

trum and orbital space by an existing or planned EUTELSAT Space Segment.

- (c) This Article shall not apply to the establishment, acquisition or utilization of space segment equipment separate from that of the EUTELSAT Space Segment,
- (i) which forms part or is intended to form part of the INTELSAT Space Segment or the INMARSAT Space Segment as defined in the INTELSAT Agreement and in the INMARSAT Convention respectively;
- (ii) which is established solely for national security purposes.

#### Article XVII

##### *EUTELSAT Headquarters, Privileges, Exemptions, Immunities*

- (a) The Headquarters of EUTELSAT shall be in Paris.
- (b) Within the scope of activities authorized by the Convention, EUTELSAT and its property shall be exempt in the territory of all Parties from income and direct property taxation and from customs duties on communications satellites and their component parts and on all equipment for use in the EUTELSAT Space Segment.
- (c) Each Party shall grant in accordance with the Protocol referred to in this paragraph the appropriate privileges, exemptions and immunities to EUTELSAT, to its officers, and to those categories of its employees specified in such Protocol, to Parties and representatives of Parties, to Signatories and representatives of Signatories, and to persons participating in arbitration proceedings. In particular, each Party shall grant to these individuals immunity from legal process in respect of acts done or words written or spoken in the exercise of their functions and within the limits of their duties to the extent and in the cases to be provided for in the Protocol referred to in this paragraph. The Party in whose territory the headquarters of EUTELSAT is located shall, as soon as possible, conclude with EUTELSAT a Headquarters Agreement covering privileges, exemptions and immunities.