

DEPARTMENT OF FOREIGN AFFAIRS AND TRADE

CANBERRA

**AMENDMENTS TO THE  
CONVENTION ON THE  
INTERNATIONAL MOBILE SATELLITE ORGANIZATION  
ADOPTED AT THE TWENTIETH SESSION OF THE ASSEMBLY**

Malta, 2 October 2008

Not yet in force

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**AMENDMENTS TO THE CONVENTION ON THE  
INTERNATIONAL MOBILE SATELLITE ORGANIZATION  
ADOPTED AT THE TWENTIETH SESSION OF THE ASSEMBLY**

**The second paragraph of the Preamble is replaced by the following text:**

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,

**The fourth and fifth paragraphs of the Preamble are  
replaced by the following text:**

BEARING IN MIND that the International Maritime 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 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,

**The sixth, seventh and eighth paragraphs of the Preamble are deleted.**

**The following new text is added as the sixth, seventh, eighth, ninth  
and tenth paragraphs of the Preamble:**

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 IMO Assembly Resolution A.888(21), "Criteria for the Provision of Mobile-Satellite Communication Systems in the Global Maritime Distress and Safety System (GMDSS)," the International Maritime Organization (IMO) has recognized the need for IMO to have in place criteria against which to evaluate the capabilities and performance of mobile satellite communication systems, as may be notified to IMO by Governments for possible recognition for use in the GMDSS,

ACKNOWLEDGING FURTHER that IMO has developed a "Procedure for the Evaluation and Possible Recognition of Mobile-Satellite Systems Notified for Use in the GMDSS",

ACKNOWLEDGING ALSO the desire of Parties to promote the growth of a pro-competitive market environment in the current and future provision of mobile satellite communications systems services for the GMDSS,

**The ninth paragraph of the Preamble is replaced by the following text,  
as the eleventh paragraph:**

AFFIRMING that, under such circumstances, there is a need to ensure continuity in the provision of the GMDSS through intergovernmental oversight,

**The following text is added as the twelfth, thirteenth and  
fourteenth paragraphs of the Preamble:**

ACKNOWLEDGING that IMO, through the Maritime Safety Committee (MSC) at its eighty-first session, adopted amendments to Chapter V of the International Convention for the Safety of Life at Sea, 1974 relating to the long-range identification and tracking of ships (LRIT), adopted performance standards and functional requirements for LRIT, and adopted arrangements for the timely establishment of the LRIT system,

AFFIRMING the willingness of Parties that IMSO may assume the functions and duties of the LRIT Co-ordinator, at no cost to Parties, in accordance with decisions of IMO, subject to the terms of this Convention,

ACKNOWLEDGING that the MSC, at its eighty-second session, decided to appoint IMSO as the LRIT Co-ordinator and invited IMSO to take whatever action it could in order to ensure the timely implementation of the LRIT system,

**Article 1 – Definitions – sub-paragraph (b) is renumbered (c)  
and is replaced by the following text:**

- (c) “Provider” means any entity or entities, which, through a mobile satellite communications system recognized by IMO, provides services for the GMDSS.

**sub-paragraph (c) is renumbered (d)**

**sub-paragraph (d) is renumbered (e) and is replaced by the following text:**

- (e) “Public Services Agreement” means an Agreement executed by the Organization and a Provider, as referred to in Article 5(1).

**sub-paragraph (e) is renumbered (b) and is replaced by the following text:**

- (b) “GMDSS” means the Global Maritime Distress and Safety System as established by IMO.

**The following text is included as new sub-paragraphs (f) to (l):**

- (f) “IMO” means the International Maritime Organization.
- (g) “MSC” means the Maritime Safety Committee of IMO.
- (h) “LRIT” means the long-range identification and tracking of ships as established by IMO.
- (i) “LRIT Services Agreement” means an Agreement executed by the Organization and either an LRIT Data Centre or an LRIT Data Exchange, or other relevant entities, as referred to in Article 7.
- (j) “LRIT Data Centre” means a national, regional, co-operative or international data centre operating in conformity with requirements adopted by IMO in relation to LRIT.

- (k) “LRIT Data Exchange” means a data exchange operating in conformity with requirements adopted by IMO in relation to LRIT.
- (l) “LRIT Co-ordinator” means the Co-ordinator for the LRIT system appointed by the MSC.

**Article 2 – Establishment of the Organization – is replaced by the following text:**

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

**Article 3 – Purpose – is replaced by the following text:**

**Article 3**

**Primary Purpose**

- (1) The Primary Purpose of the Organization is to ensure the provision, by each Provider, of maritime mobile satellite communications services for the GMDSS according to the legal framework set up by IMO.
- (2) In implementing the Primary Purpose set out in paragraph (1), the Organization shall:
  - (a) act exclusively for peaceful purposes; and
  - (b) perform the oversight functions in a fair and consistent manner among Providers.

**A new Article 4 – Other Functions – is inserted, as follows:**

**Article 4**

**Other Functions**

- (1) Subject to the decision of the Assembly, the Organization may assume functions and/or duties of LRIT Co-ordinator, at no cost to Parties, in accordance with the decisions of IMO.

(2) The Organization shall continue to perform the functions and/or duties of LRIT Co-ordinator, subject to the decision of the Assembly. In performing such functions and/or duties, the Organization shall act in a fair and consistent manner.

**Article 4 – Implementation of Basic Principles – is replaced by the following new Article 5 – Oversight of the GMDSS and Article 6 – Facilitation**

**Article 5**

**Oversight of the GMDSS**

(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 perform its oversight functions, and to report as well as make recommendations, as appropriate.

(2) Oversight of Providers by the Organization shall be based on:

- (a) any specific conditions or obligations imposed by IMO during, or at any stage after, the recognition and authorization of the Provider;
- (b) relevant international regulations, standards, recommendations, resolutions and procedures relating to the GMDSS;
- (c) the relevant Public Services Agreement and any other related arrangements concluded between the Organization and the Provider.

(3) Each Public Services Agreement shall include, *inter alia*, general provisions, common principles and appropriate obligations for the Provider in accordance with a Reference Public Services Agreement and guidelines developed by the Assembly, including arrangements for the provision of all the information necessary for the Organization to fulfil its purpose, functions and duties, consistent with Article 3.

(4) All Providers shall execute Public Services Agreements which shall also be executed by the Director General on behalf of the Organization. Public Services Agreements shall be approved by the Assembly. The Director General shall circulate the Public Services Agreements to all Parties. Such Agreements shall be considered approved by the Assembly unless more than one-third of the Parties submit written objections to the Director General within three months from the date of circulation.

## **Article 6**

### **Facilitation**

(1) Parties shall take appropriate measures, in accordance with national laws, to enable Providers to provide GMDSS services.

(2) The Organization, through existing international and national mechanisms dealing with technical assistance, should seek to assist Providers in their effort to ensure that all areas, where there is a need, are provided with mobile satellite communications services, giving due consideration to the rural and remote areas.

**A new Article 7 – LRIT Services Agreements – is inserted, as follows:**

## **Article 7**

### **LRIT Services Agreements**

In order to perform its LRIT Co-ordinator functions and duties, including recovery of the costs incurred, the Organization may enter into contractual relationships, including LRIT Services Agreements, with LRIT Data Centres, LRIT Data Exchanges, or other relevant entities, on such terms and conditions as may be negotiated by the Director General, subject to oversight by the Assembly.

**Article 5 - Structure – is renumbered Article 8 and sub-paragraph (b) thereof is replaced by the following text:**

(b) A Directorate, headed by a Director General.

**Article 6 – Assembly – Composition and Meetings – is renumbered Article 9 and paragraph (2) thereof is replaced by the following text:**

(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 General, or as may be provided for in the Rules of Procedure for the Assembly.

**Article 7 – Assembly – Procedure – is renumbered Article 10 and paragraph (4) thereof is replaced by the following text:**

- (4) A quorum for any meeting of the Assembly shall consist of a simple majority of the Parties.

**Article 8 – Assembly – Functions – is renumbered Article 11 and sub-paragraphs (a), (b), (d) and (e) thereof are replaced by the following text:**

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 which relate to the primary purpose;
- (b) to take any steps or procedures necessary to ensure that each Provider carries out its obligation of providing maritime mobile satellite communications services for the GMDSS, including approval of the conclusion, modification and termination of Public Services Agreements;
- (d) to decide upon any amendment to this Convention pursuant to Article 20 thereof;
- (e) to appoint a Director General under Article 12 and to remove the Director General;

**The following new sub-paragraphs (f), (g) and (h) are included:**

- (f) to endorse the budget proposals of the Director General, and to establish procedures for the review and approval of the budget;
- (g) to consider and review the purposes, general policy and long term objectives of the Organization in the performance of the Organization's role as LRIT Co-ordinator, and to take appropriate steps necessary to ensure that the Organization performs its role as LRIT Co-ordinator;
- (h) to take any steps or procedures necessary in the negotiation and execution of LRIT Services Agreements and/or contracts, including approval of the conclusion, modification and termination of such Agreements and/or contracts; and



**sub-paragraph (f) is re-numbered sub-paragraph (i)**

**Article 9 – Secretariat – is renumbered Article 12  
and is replaced by the following title and text:**

**Article 12**

**Directorate**

- (1) The term of appointment of the Director General shall be for four years or such other term as the Assembly decides.
- (2) The Director General shall serve for a maximum of two consecutive terms, unless the Assembly decides otherwise.
- (3) The Director General 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.
- (4) The Director General 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.
- (5) The paramount consideration in the appointment of the Director General and other personnel of the Directorate shall be the necessity of ensuring the highest standards of integrity, competency and efficiency.
- (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 General, 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.
- (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 General, 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 – Costs – is renumbered Article 13  
and is replaced by the following text:**

**Article 13**

**Costs**

(1) The Organization shall keep separate accounts of costs incurred for GMDSS oversight and LRIT Co-ordinator services. The Organization shall, in the Public Services Agreements, and in the LRIT Services Agreements and/or contracts, as appropriate, arrange for the costs associated with the following to be paid by the Providers and by entities with which the Organization has entered into LRIT Services Agreements and/or contracts:

- (a) the operation of the Directorate;
- (b) the holding of Assembly sessions and meetings of its subsidiary bodies;
- (c) the implementation of measures taken by the Organization in accordance with Article 5 to ensure that the Provider carries out its obligation of providing maritime mobile satellite communications services for the GMDSS; and
- (d) the implementation of measures taken by the Organization in accordance with Article 4 in its role as LRIT Co-ordinator.

(2) The costs defined in paragraph (1) shall be apportioned between all Providers and among entities with which the Organization has entered into LRIT Services Agreements and/or contracts, as appropriate, according to rules set up by the Assembly.

(3) No Party shall be obligated to pay for any costs associated with the performance by the Organization of the functions and duties of LRIT Co-ordinator by reason of its status as a Party to this Convention.

(4) Each Party shall meet its own costs of representation at Assembly sessions and meetings of its subsidiary bodies.

**Article 11 – Liability – is renumbered Article 14  
and is replaced by the following text:**

**Article 14**

**Liability**

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.

**Article 12 – Legal Personality is renumbered Article 15**

**Article 13 – Relationship with other International Organizations - is renumbered  
Article 16**

**Article 14 – Withdrawal – is renumbered Article 21**

**Article 15 – Settlement of Disputes – is renumbered Article 17**

**Article 16 – Consent to be Bound – is renumbered Article 18**

**Article 17 – Entry into Force – is renumbered Article 19 and paragraph (1)  
thereof is amended as follows:**

(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.

**Article 18 – Amendments – is renumbered Article 20  
and paragraph (1) thereof is amended as follows:**

(1) An amendment to this Convention may be proposed by any Party. The proposed amendment shall be circulated by the Director General to all Parties and to Observers. The Assembly shall consider the proposed amendment not earlier than six months thereafter. This period may in any particular case be reduced by up to three months by a substantive decision of the Assembly. Providers and Observers shall have the right to provide comments and input to Parties concerning the proposed amendment.

**Article 19 – Depositary – is renumbered Article 22,  
and paragraph (1) thereof is replaced by the following text:**

(1) The Depositary of this Convention shall be the Secretary-General of IMO.

**With respect to the Annex to the Convention:**

**In the Title and in Articles 1, 5(6) and 5(8), the term “Article 15” is replaced by  
“Article 17”.**

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

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