

No. 19847

**UNITED STATES OF AMERICA
and
INTERNATIONAL TELECOMMUNICATIONS
SATELLITE ORGANIZATION**

**Headquarters Agreement. Signed at Washington on 22 and
24 November 1976**

Authentic text: English.

Registered by the United States of America on 10 June 1981.

**ÉTATS-UNIS D'AMÉRIQUE
et
ORGANISATION INTERNATIONALE
DE TÉLÉCOMMUNICATIONS PAR SATELLITES**

**Accord de siège. Signé à Washington les 22 et 24 novembre
1976**

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 10 juin 1981.

HEADQUARTERS AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE INTERNATIONAL TELECOMMUNICATIONS SATELLITE ORGANIZATION

Whereas, the headquarters of the International Telecommunications Satellite Organization (INTELSAT) are located in Washington; and

Whereas, the President of the United States has designated INTELSAT a public international organization entitled to certain privileges, exemptions, and immunities by Executive Order 11718, in accordance with the provisions of the International Organizations Immunities Act of the United States of America; and

Whereas, the United States is cognizant of its responsibilities under the Agreement Relating to the International Telecommunications Satellite Organization which entered into force on 12 February 1973 (INTELSAT Agreement);²

The Government of the United States of America and INTELSAT have agreed as follows:

1. The property and assets of INTELSAT, wherever located and by whomsoever held, shall be immune from search, requisition, expropriation or any other form of seizure or confiscation, unless such immunity be expressly waived. The archives of INTELSAT shall be inviolable. The provisions of this paragraph shall also apply to the property, assets and archives of the Signatories to the INTELSAT Operating Agreement, other than the entity designated as Signatory for the United States, when such property, assets and archives are devoted to or reserved for INTELSAT purposes and are not utilized for purposes other than those provided for by the INTELSAT Agreement or this Headquarters Agreement.

2. The income of INTELSAT shall be exempt from national taxation by the Government of the United States and from taxation by laws applicable to the District of Columbia. The income exempted from taxation hereby shall include that received from investments in the United States in stocks, bonds, or other domestic securities owned by INTELSAT, or from interest on deposits in banks in the United States of monies belonging to INTELSAT, or from any other source within or without the United States.

3. Signatories, other than the entity designated by the United States, shall be exempt from national taxation by the Government of the United States on income earned from INTELSAT and from such taxation as is imposed on such income by laws applicable to the District of Columbia.

4. Wages, salaries and fees paid by INTELSAT to its officers and employees shall not be subject to withholding for purposes of national taxation by the United States thereon or such taxation as is imposed by laws applicable to the District of Columbia. INTELSAT and its officers and employees, other than nationals of the United States, shall be exempt from making contributions for insurance,

¹ Came into force on 24 November 1976 by an exchange of notes, in accordance with paragraph 19.

² United Nations, *Treaty Series*, vol. 1220, No. 1-19677.

social security, or other programs adopted by the Government of the United States or such programs as may be adopted by laws applicable to the District of Columbia.

5. INTELSAT, its Parties and Signatories, other than the entity designated by the United States or nationals of the United States, shall be exempt from all national property taxes imposed by the Government within the scope of activity authorized by the INTELSAT Agreement and from such property taxes imposed by the District of Columbia.

6. INTELSAT shall be exempt from all communications taxes imposed by the Government of the United States, including such taxes as are applicable to the District of Columbia, respecting activities authorized by the INTELSAT Agreement.

7. The privileges and exemptions conferred by the Act to Provide for the Immunity from Taxation in the District of Columbia (Public Law 91-494) are hereby incorporated by reference.

8. Insofar as concerns customs duties and internal revenue taxes imposed upon or by reason of importation and the procedures in connection therewith, the registration of foreign agents other than nationals of the United States, and the treatment of official communications, INTELSAT, its Parties and Signatories, other than the entity designated by the United States, shall be entitled to those privileges, exemptions and immunities accorded under similar circumstances to foreign governments.

9. INTELSAT may import without payment of customs duties and internal revenue taxes communications satellites, components, and parts for communications satellites, to be launched in the United States under the terms of the INTELSAT Agreement, subject to the terms and conditions imposed by the Government of the United States with respect to storage and bond, unless these terms and conditions are amended or waived by such Government.

10. INTELSAT may request, under Section 842.10 of the Tariff Schedules of the United States or other relevant provisions thereof, importation without payment of customs duties and internal revenue taxes, of articles to be used in connection with the activities authorized by the INTELSAT Agreement. Such requests shall be processed by the Department of State and the Customs Service in accordance with existing procedures.

11. Pursuant to regulations prescribed by the Commissioner of Customs, the baggage and effects of alien officers and employees of INTELSAT, of non-U.S. nationals designated by the Parties or Signatories to serve as their representatives in or to INTELSAT, of persons participating in arbitration proceedings pursuant to the INTELSAT Agreement, or the families, suites and servants of such officers, employees, representatives or persons participating in arbitration proceedings shall be admitted (when imported in connection with the arrival of the owner) free of customs duties and internal revenue taxes imposed upon or by reason of such importation.

12. The wages, fees or salaries of any officer or employee of INTELSAT, representative of a Party or person participating in arbitration proceedings pursuant to the INTELSAT Agreement, who is neither a national nor a permanent resident of the United States, to the extent such wages, fees or salaries are received in connection with the performance of activities authorized under the

INTELSAT Agreement, shall be exempt from national taxation imposed by the Government of the United States and such taxation as is imposed by laws applicable to the District of Columbia.

13. All representatives of Signatories other than the entity designated by the United States, who qualify as non-U.S. nationals and meet the requirements of Section 893 of the Internal Revenue Code and Section 1.893-1(a) of its regulations, shall be exempt from national taxation imposed by the Government of the United States and such taxation as is imposed by laws applicable to the District of Columbia with respect to wages, fees or salaries received as compensation for services rendered to the Signatory in connection with the performance of activities authorized under the INTELSAT Agreement.

14. The officers and employees of INTELSAT, the representatives of Parties and Signatories, the persons participating in arbitration proceedings pursuant to the INTELSAT Agreement and their families shall insofar as concerns laws regulating entry into and departure from the United States, alien registration and fingerprinting, and registration of foreign agents, be entitled to the same privileges, exemptions, and immunities as are accorded under similar circumstances to officers and employees, respectively, of foreign governments and members of their families.

15. With respect to alien registration and fingerprinting, the servants of (a) officers and employees of INTELSAT, (b) representatives of Parties and Signatories, and (c) persons participating in arbitration proceedings pursuant to the INTELSAT Agreement, shall be entitled to the same privileges, exemptions and immunities accorded to servants of representatives, officers and employees of foreign governments and representatives to and officers and employees of international organizations.

16. The officers and employees of INTELSAT, the representatives of the Parties and of the Signatories and persons participating in arbitration proceedings pursuant to the INTELSAT Agreement shall be immune from suit and legal process relating to acts performed by them in their official capacity and falling within their functions, except insofar as such immunity may be waived by the head of the executive organ of INTELSAT for its officers and employees, by the Parties and Signatories for their representatives, and by the parties in arbitration proceedings, respectively.

17. (a) No person shall be entitled to the benefits of this Agreement unless he (1) shall have been duly notified to and accepted by the Secretary of State as a representative, officer, employee or participant in arbitration proceedings; or (2) shall have been designated by the Secretary of State, prior to formal notification and acceptance, as a prospective representative, officer, employee or participant in arbitration proceedings; or (3) is a member of the family or suite, or servant, of one of the foregoing accepted or designated representatives, officers, employees or participants in arbitration proceedings.

(b) Should the Secretary of State determine that the continued presence in the United States of any person entitled to the benefits of this Agreement is not desirable, he shall so inform INTELSAT or the foreign government, as the case may be, and after such person shall have had a reasonable length of time, to be determined by the Secretary of State, to depart from the United States, he shall cease to be entitled to such benefits.

(c) No person shall, by reason of the provisions of this Agreement, be considered as receiving diplomatic status or as receiving any privileges or immunities incident thereto, other than such as are specifically set forth herein.

18. The privileges, exemptions, and immunities of INTELSAT and its officers and employees, of the Parties, Signatories and their representatives, of the participants in arbitration proceedings pursuant to the INTELSAT Agreement and of members of their families, suites, and servants of such officers, employees, representatives and participants, provided for in this Agreement, shall be granted notwithstanding the fact that the similar privileges, exemptions, and immunities granted to a foreign government, its officers, or employees, may be conditioned upon the existence of reciprocity by that foreign government: Provided, that nothing contained in this Agreement shall be construed as precluding the Secretary of State from withdrawing the privileges, exemptions, and immunities herein provided from persons who are nationals of any foreign country on the ground that such country is failing to accord corresponding privileges, exemptions, and immunities to nationals of the United States.

19. This Agreement shall be brought into effect by an exchange of notes between the Secretary General of INTELSAT and the appropriate Executive Officer of the United States. This Agreement may be terminated by mutual agreement of the parties hereto.

IN WITNESS WHEREOF, the respective representatives have signed this Agreement.

For the Government
of the United States of America:

[Signed]

JOEL W. BILLER
Deputy Assistant Secretary for Transportation, Telecommunications and Commercial Affairs, Department of State

11-24-76

For the International Telecommunications Satellite Organization:

[Signed]

SANTIAGO ASTRAIN
Secretary General

11/22/76