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No. 926

**UNITED NATIONS
and
INTERNATIONAL TELECOMMUNICATIONS
SATELLITE ORGANIZATION
(INTELSAT)**

**Agreement for the leasing of space segment capacity (with
appendix and attachment). Signed at New York on
16 August 1984**

Authentic text: English.

Filed and recorded by the Secretariat on 16 August 1984.

**ORGANISATION DES NATIONS UNIES
et
ORGANISATION INTERNATIONALE
DES TÉLÉCOMMUNICATIONS PAR SATELLITES
(INTELSAT)**

**Accord relatif à la location d'un segment spatial (avec
appendice et pièce jointe). Signé à New York le 16 août
1984**

Texte authentique : anglais.

Classé et inscrit au répertoire par le Secrétariat le 16 août 1984.

AGREEMENT¹ FOR THE LEASING OF SPACE SEGMENT CAPACITY BETWEEN THE INTERNATIONAL TELECOMMUNICATIONS SATELLITE ORGANIZATION (INTELSAT) AND THE UNITED NATIONS ORGANIZATION

Dated 16 August 1984

AGREEMENT FOR THE LEASE OF SPACE SEGMENT CAPACITY

1. SCOPE

The Terms and Conditions set forth herein are applicable to the allotment by INTELSAT of spare space segment capacity to meet long-term telecommunications requirements for peacekeeping and emergency relief activities of the United Nations ("the allotted capacity"). The allotted capacity shall be utilized in accordance with these terms and conditions.

2. REQUEST FOR SERVICE

a. Requests for the allotment by INTELSAT of space segment capacity for the aforesaid purpose ("Request for Service") shall be submitted in writing to INTELSAT by the United Nations. Requests for Service shall be submitted in the form prescribed by INTELSAT and appearing on Attachment No. 1. Each Request for Service, as well as request for amending an existing allotment, shall be signed by an authorized representative of the Allottee and contain the following information:

- (i) A brief description of the service to be established and the space segment capacity being requested. The space segment capacity shall be utilized solely for peacekeeping and emergency relief activities of the United Nations,
- (ii) The earth stations participating in the service (sending and receiving), and
- (iii) The estimated commencement date of operations.

b. The Request for Service shall normally be submitted at least six months prior to the proposed date of commencement of operations. On receipt of a Request for Service, INTELSAT will examine it for compatibility of operation within the limits of satellite resources and, if necessary, will consult with the Allottee and the entity responsible for the earth station(s) specified by the requesting Allottee, to ensure this compatibility. If the Request for Service can be accommodated, on completion of appropriate procedures for approval of the allotment INTELSAT will notify in writing the Allottee and the entity responsible for the earth station(s) of its disposition of the Request. A similar procedure will also be followed for a request for amending an existing allotment.

c. In order for operations to commence, INTELSAT's prior approval of the Request for Service is required. INTELSAT approval will be granted after the operational procedure described in Section 11 is completed.

¹ Came into force on 16 August 1984 by signature.

3. THE ALLOTTED CAPACITY

In response to a Request for Service under the Terms and Conditions contained in this document, INTELSAT will allot spare space segment capacity subject to availability. The capacity will be allotted on any INTELSAT satellite which can provide the requested capacity, or any equivalent capacity as determined by INTELSAT.

4. PERIOD OF ALLOTMENT

a. The allotted capacity shall be made available by INTELSAT to the Allottee on a 24-hour, seven-day-per-week basis for a minimum period of five years ("period of allotment").

b. The period of allotment shall commence on the date proposed by the Allottee in its Request for Service and approved by INTELSAT ("commencement date"). Upon receipt by INTELSAT prior to this initially-approved commencement date of a written request from the Allottee, a different commencement date no later than six months from the initially-approved commencement date may be agreed upon in writing between the Allottee and INTELSAT.

c. The period of allotment will terminate on the earlier of the following dates ("termination date"):

- (i) At the end of five years from the commencement date, or
- (ii) On the date upon which INTELSAT space segment capacity becomes available on a planned basis to meet these telecommunications requirements, unless the Allottee elects to continue the lease of the allotted capacity under the new terms and conditions approved by INTELSAT for the provision on a planned basis of space segment capacity for these services, in which case the new terms and conditions shall apply for the remainder of the period of allotment.

d. In the event that the period of allotment terminates pursuant to subparagraph 4(c)(i), it may, however, be extended by mutual agreement in writing between the Allottee and INTELSAT. Not less than 180 days prior to the termination date, the Allottee may request an extension of the period of allotment and request advice on the terms and conditions applicable to the period of extension.

5. INTERRUPTION IN THE PROVISIONS OF THE ALLOTTED CAPACITY

a. No allowances or credits will be made for any interruption in the availability of the allotted capacity which is of less than one-hour duration.

b. Any interruption in the availability of the allotted capacity which is of one hour or more duration and, as determined by INTELSAT, is attributable to the INTELSAT space segment (as defined in the INTELSAT Agreement), shall be credited to the Allottee in an amount equal to the proportionate annual charge in one-hour multiples for each hour, or major fraction thereof, of interruption.

c. In the event of an interruption in the availability of the allotted capacity which interruption, by a determination of INTELSAT, is attributable to the INTELSAT space segment (as defined in the INTELSAT Agreement), and exceeds thirty (30) consecutive days, INTELSAT shall have the right to suspend or terminate the allotment of capacity, except that such a right shall not be

exercised until INTELSAT has solicited the views of the Allottee concerning such proposed suspension or termination.

d. Notwithstanding any other provisions of these Terms and Conditions, INTELSAT, in its sole and absolute discretion, reserves the right to preempt at any time, and from time to time, the use of the allotted capacity in order to meet space segment requirements having a higher priority.

e. Any preemption by INTELSAT, pursuant to paragraph 5(*d*), of the utilization of the allotted capacity which is of one hour or more duration, but not including any time in excess of one-half hour required by the Allottee to perform antenna point-over to an alternative satellite on which capacity is made available by INTELSAT, shall be credited to the Allottee in an amount equal to the proportionate annual charge in one-hour multiples for each hour, or major fraction thereof, of preempted utilization.

f. No allowances or credits will be made for any interruption directly or indirectly caused by an act or omission of the Allottee, its customers, contractors, lessees, agents, assignees, or employees.

6. CHARGES

a. The charges applicable to the allotment of space segment capacity to meet the telecommunications requirements of the United Nations, as described herein, are those established by the Board of Governors for the domestic leased transponder service and contained in the INTELSAT Tariff Manual at the time the Request for Service is approved.

b. Charges are due by the Allottee from the commencement date set in accordance with paragraph 4(*b*) through the termination date of the period of allotment.

c. Should the Allottee terminate an allotment before its termination date, the Allottee shall pay to INTELSAT the termination charges specified in the INTELSAT Tariff Manual.

d. No termination charges shall be payable by the Allottee in the event the allotment is terminated pursuant to paragraphs 4(*c*)(ii) and 5(*c*).

7. PAYMENT

a. Payments for charges shall be made by the Allottee on a calendar-quarter basis and shall be received by INTELSAT within a period of sixty (60) days after the date of invoice, such invoices to be dispatched by INTELSAT after the end of each calendar quarter. An additional charge shall be imposed, at a rate of fourteen (14) percent per annum, on any due amounts not received by INTELSAT after sixty (60) days from the date of invoice, such charge to be computed commencing with the conclusion of the sixty (60) day period.

b. If any required payment, and interest due thereon, has not been received within a period of ninety (90) days after the due date, INTELSAT may terminate the allotment or impose other appropriate sanctions.

8. LIABILITY FOR DAMAGE

a. Except for allowances for interruption as specified in paragraph 5, INTELSAT shall not be liable for any loss or damage sustained by reason of an

interruption in the availability of the allotted capacity, regardless of the cause of such interruption.

b. The Allottee shall indemnify and hold INTELSAT harmless from any loss, damage, liability or expense arising from: (i) libel, slander, invasion of privacy, or infringement of copyright arising from the use of the allotted capacity; (ii) infringement of patents arising from (a) combining with, or using in connection with, the allotted capacity, apparatus and systems of the Allottee, its users, customers, contractors, lessees, agents or assignees; (b) use of the allotted capacity in a manner not contemplated by INTELSAT and over which INTELSAT exercises no control; and (iii) any commission or omission of the Allottee, its users, customers, contractors, lessees, agents, assignees or employees in connection with the allotted capacity.

9. OPERATIONAL ARRANGEMENTS

a. The Allottee, in coordination with INTELSAT, shall develop frequency and transmission plans for the use of the allotted capacity. These frequency plans and operating parameters will be designed and implemented taking into account any modifications necessary to ensure that the proposed transmissions are compatible with the space segment resources requested on INTELSAT satellites and made available by INTELSAT. All such plans and operating parameters shall be subject to approval by INTELSAT prior to implementation.

Interference to adjacent transponders and adjacent INTELSAT satellites shall be kept at an acceptable level by adopting operating parameters within the limits specified by INTELSAT.

Interference to other satellite systems with which INTELSAT may have concluded coordination arrangements shall be kept to the appropriate level by adopting operating parameters within the limits prescribed by INTELSAT in conformity with such arrangements.

b. Standard or non-standard earth stations established and authorized by INTELSAT to access INTELSAT satellites for operation with this service may utilize the allotted capacity. Such stations shall be separate from earth stations used in international public telecommunications service.

Such earth stations shall be subject to approval, or have been approved, for access to the space segment in accordance with the appropriate procedures established by INTELSAT from time to time.

Furthermore, initiation of this service shall be dependent, for each location, upon conclusion of appropriate agreement between that country and the United Nations, including all technical approvals for each earth station, as well as satisfactory frequency coordination with other Administrations that may be concerned at each location. However, the conclusion of such agreements will not be a necessary condition for initiation of the service with respect to those countries where peacekeeping or emergency relief operations are to take place.

c. Each earth station which will utilize the allotted space segment capacity shall:

- (i) Satisfactorily complete or have completed earth station testing to verify compliance with (1) the performance characteristics approved by the Board of Governors for earth stations operating with the satellite series; (2) the

performance characteristics specified in the earth station application form submitted to INTELSAT; and (3) the operating parameters defined by INTELSAT in accordance with criteria prescribed in BG-35-82 (Rev. 2)*, as it may be amended by INTELSAT from time to time;

- (ii) Be operated and maintained in accordance with the applicable provisions of:
- a. BG-35-82 (Rev. 2) as it may be amended by INTELSAT from time to time.
 - b. Satellite System Operations Guide and procedures established by INTELSAT as they may be amended by INTELSAT from time to time.
 - c. INTELSAT will monitor and control all the transmissions within the capacity leased by the Allottee to ensure that the above conditions are met.
 - d. The Allottee shall implement appropriate operational procedures required for compliance with the technical and operational conditions specified in this document.
 - e. INTELSAT, to the extent consistent with the nature of this service, shall take into consideration the Allottee's requirements in the development of satellite restoration contingency planning and assures the Allottee that it will make its best efforts to restore services which have been interrupted, but in no event shall INTELSAT incur any liability for failing to so restore.

10. USE OF THE ALLOTTED CAPACITY

The characteristics of any facilities or services provided by the Allottee, its customers, contractors, lessees, or assignees in connection with the use of the allotted capacity shall be such that its connection to, or use in conjunction with, the INTELSAT space segment or any of the facilities thereof does not interfere with the effective operation of the INTELSAT space segment and the components thereof. The allotted capacity shall not be assigned by the Allottee or used for any purpose or in any manner other than as specified in this document without the written consent of INTELSAT.

11. APPROVAL OF EARTH STATIONS

Formal procedures for system discipline and control of earth station access to the space segment are necessary to ensure that the Allottee derives the use of satellite resources covered by the lease and to prevent interference to other users of the system. INTELSAT has therefore established procedures for the verification of performance characteristics of earth stations prior to commencement of operation. Appendix No. 1 hereto contains the definitions of standard and non-standard earth stations which may access INTELSAT satellites and the related procedures for their use in connection with leased spaces segment capacity.

12. NOTICES

All notices to INTELSAT in connection with this service shall be addressed to:

The Director
Office of Business Planning
INTELSAT
490 L'Enfant Plaza, S.W.
Washington, D.C. 20024

* Document available on request.

IN WITNESS WHEREOF, the parties hereto have subscribed this lease agreement in duplicate in their names and in their behalf by their respective officers thereunto duly authorized.

United Nations:

[Signed]

By: JAVIER PÉREZ DE CUÉLLAR
Secretary-General

Date: 16 August 1984

INTELSAT:

[Signed]

By: RICHARD R. COLINO
Director General

Date: 16 August 1984

APPENDIX No. 1. APPROVAL PROCEDURES AND DEFINITIONS OF STANDARD AND NON-STANDARD EARTH STATIONS

INTELSAT has specified mandatory performance characteristics* for earth stations which are intended for access to a particular series of satellite. These criteria govern, in the main, antenna performance, acceptable noise interference levels and transmission parameters which are related to the operation of earth stations of the following types:

- Standard A earth stations for operation in 6/4 GHz band with a nominal G/T of 40.7 dB/K and conforming to the requirements set forth in BG-28-72 and all amendments thereto.
- Standard B earth stations for operation of 6/4 GHz band with a nominal G/T of 31.7 dB/K and conforming to the requirements set forth in BG-28-74 and all amendments thereto.
- Standard C earth stations for operation in 14/11 GHz band with a nominal clear sky G/T of 39 dB/K and conforming to the requirements set forth in document BG-28-73 and all amendments thereto.

Standard earth stations are defined as those earth stations which conform to the mandatory performance characteristics for operation in the specified frequency band, and which have an elevation angle to the satellite with which they operate not less than the values given below:

- 5 degrees for earth stations operating in the 6/4 GHz band, and
- 10 degrees for earth stations operating in the 14/11 GHz band.

Earth stations which do not conform to any one of these standards are considered non-standard earth stations.

Because of the varied technical problems which could arise in the operation of non-standard earth stations with INTELSAT satellites, the Board of Governors will consider these stations for approval on a case-by-case basis subject to space segment availability and compatibility with various intersystem operational criteria. In general, the mandatory performance characteristics specified for Standard A and B earth stations referred to above will be used as the basis for judging the acceptability of non-standard earth station operation in the 6/4 GHz band for use in the INTELSAT system.

Standard or non-standard earth stations may be approved for operation with leased transponder space segment capacity.

Approvals are granted by INTELSAT for each individual earth station and/or antenna to operate within a satellite region and with a specific type of satellite(s), depending upon

* Mandatory Earth Station Performance Characteristics:

- BG-28-72 and all amendments thereto: Standard A earth stations for operation with INTELSAT satellites;
- BG-28-74 and all amendments thereto: Standard B earth stations for operation with INTELSAT satellites;
- BG-28-73 and all amendments thereto: Standard C earth stations for operation with INTELSAT satellites.

the traffic requirements of the user and the performance characteristics of the earth station guaranteed by the earth station owner in the application. In some cases, the approval may be restricted to a particular type of service, or to a particular pattern of usage, arising from the technical factors involved in the operation of the station. INTELSAT approval procedures follow a sequential process consisting of the following steps which are arranged in chronological order:

- (1) Approval of the earth station for access to the space segment upon submission of an application to INTELSAT.
- (2) Approval by INTELSAT to access the space segment for verification of certain mandatory earth station performance characteristics after station installation is completed, if requested by the earth station owner.
- (3) Approval by INTELSAT to access the space segment for the initial line-up of satellite line links after the earth station owner certifies that the earth station conforms with the mandatory performance characteristics.
- (4) Provisional approval by INTELSAT for the earth station to commence operation in the INTELSAT system after the tests with the satellite are satisfactorily completed.
- (5) Formal approval by INTELSAT for the earth station to operate in the INTELSAT system after the earth station owner's verification test report has been reviewed and found to be satisfactory.

Earth station owners are required to notify INTELSAT of any major modifications that may be implemented in regard to an existing earth station and associated communications equipment that will significantly affect the previously approved performance characteristics. In such cases, earth station owners are required to submit revised applications to INTELSAT for approval. The performance of an earth station may also need to be re-verified whenever major modifications are implemented or new operating techniques are introduced into the system.

ATTACHMENT NO. 1. REQUEST FOR SERVICE OF SPACE SEGMENT CAPACITY TO MEET LONG-TERM PEACEKEEPING AND EMERGENCY RELIEF TELECOMMUNICATIONS REQUIREMENTS OF THE UNITED NATIONS

1. *Name and Address of Applicant*

Mr. Alan R. Jones, Chief
 Communications Service
 Office of General Services
 United Nations, New York 10017
 USA

2. *Status of Applicant*

INTELSAT Signatory:

Duly Authorized Telecommunication Entity:

3. *Requested Capacity*

Lease Resources:

Bandwidth: 9 MHz

Satellite E.I.R.P.: 13 dBW

Band of Operation: 6/4 GHz

14/11 GHz

4. *Period of Allotment*

Commencement Date: 8 September 1984

Termination Date: 13 December 1989

5. *Service Required*

Telephony

Data

AVD

Television Service

(Reduced Definition)

Receive

Transmit

6. *Earth Segment.* Number, names and geographical coordinates of earth stations which will be used to access the requested capacity and their salient technical characteristics, such as G/T transit and receive gains. Include, where necessary, specific operation limitations associated with the earth stations.

7. Notices and invoices to Applicant shall be sent to (specify name(s) of responsible person(s), title, mailing address, telex and telephone numbers).

Mr. Alan R. Jones, Chief
 Communications Service
 Office of General Services
 Room 2074
 United Nations, NY 10017
 USA

Telephone:
 212-754-6270

Telex:
 126171
 126353
 177642

8. As of the date of approval of this Request for Service by INTELSAT, Applicant shall be subject to, and comply with, the terms and conditions set forth in the Agreement for the Lease of Space Segment Capacity between INTELSAT and the United Nations, which are incorporated hereto by reference and made a part of this Request for Service.

Applicant:

Signature: [Signed]

Name: ALAN R. JONES

Title: Chief, Communications Service

Date: 16 August 1984