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UREDBO O RATIFIKACIJI SPORAZUMA O DELOVANJU EVROPSKE TELEKOMUNIKACIJSKE SATELITSKE ORGANIZACIJE EUTELSAT

1. člen

Ratificira se Sporazum o delovanju evropske telekomunikacijske satelitske organizacije EUTELSAT, sestavljen v Parizu 15. julija 1982.

2. člen

Sporazum se v izvorniku v angleškem jeziku in prevodu v slovenskem jeziku glasi:

OPERATING AGREEMENT RELATING TO THE EUROPEAN TELECOMMUNICATIONS SATELLITE ORGANIZATION "EUTELSAT"

PREAMBLE

The Signatories to this Operating Agreement, Considering that the States Parties to the Convention establishing the European Telecommunications Satellite Organization "EUTELSAT", have undertaken therein to designate a telecommunications entity to sign the Operating Agreement or themselves to sign it,

Agree as follows:

Article 1 (Definitions)

a) For the purposes of the Operating Agreement:
i) "Convention" means the Convention establishing the European Telecommunications Satellite Organization "EUTELSAT";

ii) "ECU" means the European Currency Unit, instituted by Regulation n° 3180/78 of the Council of the European Communities on 18 December 1978, subject to such change or re-definition as that Council may adopt.

b) The definitions in Article I of the Convention shall apply to the Operating Agreement.

Article 2 (Rights and Obligations of Signatories)

a) Each Signatory acquires the rights provided for Signatories in the Convention and the Operating Agreement and undertakes to fulfil the obligations placed upon it therein.

b) In the traffic agreement negotiated by them, the Signatories shall endeavour to route a reasonable portion of their traffic via the EUTELSAT Space Segment.

SPORAZUM O DELOVANJU EVROPSKE TELEKOMUNIKACIJSKE SATELITSKE ORGANIZACIJE "EUTELSAT"

UVOD

Podpisnice tega Sporazuma o delovanju so ob upoštevanju, da so se države članice Konvencije o ustanovitvi Evropske telekomunikacijske satelitske organizacije "EUTELSAT" obvezale, da imenujejo telekomunikacijsko telo za podpis Sporazuma o delovanju ali da ga podpišejo same,

sklenile, kot sledi:

1. člen (Pojmi)

a) Za namen Sporazuma o delovanju:
i) "Konvencija" pomeni Konvencijo o ustanovitvi Evropske telekomunikacijske satelitske organizacije "EUTELSAT";

ii) "ECU" pomeni evropsko denarno enoto, ki je bila ustanovljena z uredbo št. 3180/78 Sveta Evropskih skupnosti dne 18. decembra 1978, katere spremembo ali ponovno opredelitev pojma lahko sprejme ta svet.

b) Pojmi v 1. členu Konvencije se nanašajo na Sporazum o delovanju.

2. člen (Pravice in dolžnosti podpisnic)

a) Vsaka podpisnica si pridobi pravice, ki so zagotovljene podpisnicam v Konvenciji in v Sporazumu o delovanju, in se obvezuje, da bo izpolnjevala dolžnosti, ki ji jih nalagata.

b) V medsebojnih sporazumih o prometu si morajo podpisnice prizadevati, da bodo usmerile primeren del svojega prometa prek EUTELSAT-ovega vesoljskega segmenta.

Article 3

(Transfer of Rights and Obligations)

On the date the Convention and the Operating Agreement enter into force and subject to the requirements of Annex A to the Operating Agreement:

i) all the assets, including property rights, contractual rights, rights in and to the space segment and all other rights acquired under the Provisional Agreement or the ECS Agreement, shall vest in and be owned by EUTELSAT;

ii) all the obligations and liabilities undertaken or incurred by or on behalf of INTERIM EUTELSAT in carrying out the provisions of the Provisional Agreement and the ECS Agreement which are outstanding on, or arise from acts or omissions before such date, shall become obligations and liabilities of EUTELSAT;

iii) the financial interest in EUTELSAT of each Signatory shall be equal to the amount arrived at by the application of its investment share expressed as a percentage to the valuation of the EUTELSAT assets effected under subparagraph b) of paragraph 3 of Annex A to the Operating Agreement.

Article 4

(Capital Contributions)

a) In proportion to its investment share expressed as a percentage, each Signatory shall make contributions to the capital requirements of EUTELSAT and shall receive capital repayment and compensation for use of capital, as determined by the Board of Signatories in accordance with the Convention and the Operating Agreement.

b) Capital requirements shall include:

i) all direct and indirect costs of the design, development, acquisition, construction and establishment of the EUTELSAT Space Segment, of the acquisition of contractual rights by leasing, and of other property of EUTELSAT;

ii) expenditure necessary to cover EUTELSAT's operating, maintenance and administrative costs that the Organization is unable to finance out of its revenue under Article 9 of the Operating Agreement;

iii) funds required by EUTELSAT for discharging indemnities under Article XXIV of the Convention and under paragraph b) of Article 19 of the Operating Agreement.

c) The Board of Signatories shall determine the schedule of payments required under this Article. Interest at a rate to be determined by the Board of Signatories shall be added to any amount unpaid after the date designated for payment.

d) If an extension of the EUTELSAT Space Segment offering capacity for services other than those covered by paragraphs a) and b) of Article III of the Convention is to be provided, the Board of Signatories shall take every reasonable measure to ensure that those Signatories which are not directly interested in the implementation of the extension will not have to finance it before the operational use of the services. Interested Signatories shall make their best efforts to accept a corresponding increase in their investment shares.

Article 5

(Capital Ceiling)

The sum of the cumulative capital contributions of the Signatories under Article 4 of the Operating Agreement and of the outstanding contractual capital commitments of EUTELSAT, less the cumulative capital repaid to them, shall be subject to an upper limit (called "the capital ceiling"). The initial capital ceiling shall be 400 million ECU. The Board of Signatories shall have authority to adjust the capital ceiling and shall take decisions on any such adjustments in accordance with paragraph g) of Article XI of the Convention.

3. člen

(Prenos pravic in dolžnosti)

Na dan, ko začeta veljati Konvencija in Sporazum o delovanju in skladno z zahtevami Priloge A k Sporazumu o delovanju:

i) se vse premoženje, vključno z lastninskimi pravicami, pogodbenimi pravicami, pravicami v vesoljskem segmentu in do njega, in vse druge pravice, pridobljene na podlagi Začasnega sporazuma ali Sporazuma ECS, prenesejo na EUTELSAT in so njegova last;

ii) vse obveznosti in dolgovi, za katere se je obvezal, jih prevzel ali so nastali na račun INTERIM EUTELSAT-a pri izvajanju določb Začasnega sporazuma in Sporazuma ECS, ki so nepravilni na ta dan ali nastanejo zaradi dejanj ali opustitev dejanj pred tem datumom, postanejo obveznosti in dolgovi EUTELSAT-a;

iii) finančni interes vsake podpisnice v EUTELSAT-u je enak znesku, ki se ga dobi z upoštevanjem njenega investicijskega deleža, izražene v odstotku od ocenjene vrednosti EUTELSAT-ovega premoženja, vključenega v pododstavku b) tretjega odstavka Priloge A k Sporazumu o delovanju.

4. člen

(Kapitalski vložki)

a) V sorazmerju z investicijskim deležem, izraženim v odstotku, vsaka podpisnica prispeva h kapitalskim zahtevkom EUTELSAT-a in prejme poplačilo kapitala in nadomestilo za uporabo kapitala, kot določi odbor podpisnic v skladu s Konvencijo in Sporazumom o delovanju.

b) Kapitalski zahtevki vključujejo:

i) vse neposredne in posredne stroške oblikovanja, razvoja, pridobitve, graditve in ustanovitve EUTELSAT-ovega vesoljskega segmenta, pridobitve pogodbenih pravic z lizingom in drugo lastnino EUTELSAT-a;

ii) izdatke, ki so nujni za kritje EUTELSAT-ovih obratovalnih, vzdrževalnih in upravnih stroškov, ki jih organizacija ne more financirati iz svojega dohodka v skladu s 9. členom Sporazuma o delovanju;

iii) sredstva, ki jih zahteva EUTELSAT za plačilo odškodnin v skladu s XXIV. členom Konvencije in odstavkom b) 9. člena Sporazuma o delovanju.

c) Upravni odbor podpisnic določi načrt plačil, zahtevanih v skladu s tem členom. Po datumu, ki je določen za plačilo, je treba vsakemu neplačanemu znesku dodati obresti po stopnji, ki jo določi odbor podpisnic.

d) Če je treba razširiti EUTELSAT-ov vesoljski segment za zagotovitev zmogljivosti za storitve, ki niso zajete v odstavkih a) in b) III. člena Konvencije, odbor podpisnic sprejme vse primerne ukrepe, da zagotovi, da ga tistim podpisnicam, ki jih uvedba razširitve neposredno ne zanima, ni treba financirati pred operativno uporabo storitev. Zainteresirane podpisnice pa si morajo kar najbolj prizadevati, da sprejmejo ustrezno zvišanje svojih investicijskih deležev.

5. člen

(Kapitalski strop)

Vsota kumulativnih kapitalskih vložkov podpisnic v skladu s 4. členom Sporazuma o delovanju in neplačane pogodbene kapitalske obveznosti EUTELSAT-a, zmanjšane za kumulativni kapital, ki jim je izplačan, je zgornja meja (imenovana "kapitalski strop"). Začetna zgornja meja je 400 milijonov ECU. Upravni odbor podpisnic je pooblaščen za popravke kapitalskega stropa in za sprejemanje odločitev o vseh takih popravkih v skladu z odstavkom g) XI. člena Konvencije.

Article 6
(Investment Shares)

a) Investment shares of Signatories shall be determined on the basis of utilization of the EUTELSAT Space Segment. Except as otherwise provided in this Article, each Signatory shall have an investment share equal to its percentage of all utilization of the EUTELSAT Space Segment by all Signatories.

b) For the purpose of paragraph a) of this Article, utilization of the EUTELSAT Space Segment by a Signatory shall be measured by dividing the space segment utilization charges payable by the Signatory to EUTELSAT by the number of days for which charges were payable during the six-month period before the effective date of a determination of investment shares under paragraph d) or subparagraph i) of paragraph e) of this Article. However, if the number of days for which charges were payable by a Signatory for utilization during such six-month period was less than ninety days, such charges shall not be taken into account in determining investment shares.

c) Before determination of investment shares on the basis of utilization under paragraphs a), b) and d) of this Article, the investment share of each Signatory shall be determined in accordance with Annex B to the Operating Agreement.

d) The first determination of investment shares based on utilization shall take place:

i) not earlier than four years from the date on which the first satellite of the EUTELSAT Space Segment is positioned in orbit in working order;

ii) after the end of the four-year period referred to in subparagraph i) of this paragraph, if and when:

A) ten Signatories have for a period of six months been accessing the EUTELSAT Space Segment, either through their own earth stations or through other Signatories' earth stations, and

B) the EUTELSAT revenues deriving from utilization by the Signatories during a six-month period have been greater than the revenues that would have derived from the utilization by Signatories for the same period of the Space Segment capacity required to establish 5000 telephone circuits using digital speech interpolation;

iii) seven years from the date on which the first satellite of the EUTELSAT Space Segment is positioned in orbit in working order, if the conditions envisaged under subparagraph ii) of this paragraph have not been met.

e) After the first determination on the basis of utilization, investment shares shall be redetermined to be effective:

i) on the first day of March in each year. However, redetermination on the basis of utilization on the first day of March shall not take place if the total utilization charges payable to EUTELSAT by Signatories for their utilization during the six-month period preceding that date are lower by more than twenty per cent than the total utilization charges payable to EUTELSAT by Signatories for their utilization during the six-month period starting eighteen months before that date;

ii) on the entry into force of the Operating Agreement for a new Signatory;

iii) on the effective date of withdrawal of a Signatory.

f) Whenever an investment share is determined under subparagraph ii) or iii) of paragraph e) or under paragraph g) of this Article, the investment shares of all other Signatories shall be adjusted in the proportion that the respective investment shares which they held before this adjustment bear to each other. On the withdrawal of a Signatory, investment shares of 0.05 per cent determined in accordance with paragraph g) of this Article shall not be increased.

6. člen
(Investicijski deleži)

a) Investicijski deleži podpisnic se določijo na podlagi uporabe EUTELSAT-ovega vesoljskega segmenta. Če ni v tem členu drugače določeno, je investicijski delež vsake podpisnice enak odstotku celotne uporabe EUTELSAT-ovega vesoljskega segmenta.

b) Za namen odstavka a) tega člena se uporaba EUTELSAT-ovega vesoljskega segmenta za vsako podpisnico meri z delitvijo stroškov uporabe vesoljskega segmenta, ki jih EUTELSAT-u plača podpisnica glede na število dni, za katere je bilo treba plačati stroške med šestmesečnim obdobjem pred dejanskim datumom določitve investicijskega deleža v skladu z odstavkom d) ali pododstavkom i) odstavka e) tega člena. Če pa je število dni, ki jih mora plačati podpisnica v šestmesečnem obdobju, manjše od devetdeset dni, se takšni stroški ne upoštevajo pri določitvi investicijskega deleža.

c) Pred določitvijo investicijskih deležev na podlagi uporabe v skladu z odstavki a), b) in d) tega člena se investicijski delež vsake podpisnice določi v skladu s Prilogo B k Sporazumu o delovanju.

d) Prva določitev investicijskih deležev na podlagi uporabe se opravi:

i) ne prej kot štiri leta po datumu, ko bo v orbito nameščen prvi za delo pripravljeni satelit EUTELSAT-ovega vesoljskega segmenta;

ii) po preteku štiriletnega obdobja, omenjenega v pododstavku i) tega odstavka, če in ko:

A) deset podpisnic v obdobju šestih mesecev uporablja dostop do EUTELSAT-ovega vesoljskega segmenta prek svojih lastnih zemeljskih postaj ali prek zemeljskih postaj drugih podpisnic in

B) so EUTELSAT-ovi dohodki, ki izvirajo iz uporabe s strani podpisnic v šestmesečnem obdobju, večji kot dohodki, ki bi izvirali iz uporabe zmogljivosti vesoljskega segmenta v enakem obdobju s strani podpisnic, potrebnega za vzpostavitev 5 000 telefonskih zvez z uporabo digitalne interpolacije govora;

iii) sedem let od datuma, ko bo prvi satelit EUTELSAT-ovega vesoljskega segmenta nameščen v orbiti in pripravljen za delo, če ne bodo izpolnjeni pogoji, ki jih predvideva pododstavek ii) tega člena.

e) Po prvi določitvi na podlagi uporabe se ponovno določijo investicijski deleži, ki začnejo veljati:

i) na prvi dan v marcu v vsakem letu. Ponovna določitev na podlagi uporabe na prvi dan v marcu pa se ne opravi, če so celotni stroški uporabe, ki jih podpisnice plačajo EUTELSAT-u za svojo uporabo med šestmesečnim obdobjem pred tem datumom, za več kot dvajset odstotkov nižji od celotnih stroškov uporabe, ki jih podpisnice plačajo EUTELSAT-u za svojo uporabo med šestmesečnim obdobjem, ki se začne osemnajst mesecev pred tem datumom;

ii) ob začetku veljavnosti Sporazuma o delovanju za novo podpisnico;

iii) na dan začetka veljavnosti izstopa podpisnice.

f) Kadarkoli je investicijski delež določen v skladu s pododstavkom ii) ali iii) odstavka e) ali v skladu z odstavkom g) tega člena, je treba uskladiti investicijske deleže vseh drugih podpisnic tako, da so sorazmerni z investicijskimi deleži, ki so jih imele pred to uskladitvijo. Ob izstopu podpisnice se investicijski deleži, ki so manjši od 0,05 odstotka in določeni v skladu z odstavkom g) tega člena, ne povečajo.

g) Notwithstanding any provision of this Article, no Signatory shall have an investment share of less than 0.05 per cent of the total investment shares.

h) Upon application from a Signatory, the Board of Signatories shall allocate to it an investment share reduced from its share determined under paragraphs a) to f) of this Article to the extent that the reduction is taken up by the voluntary acceptance by other Signatories of increased investment shares. The Board of Signatories shall adopt procedures enabling the application of the provisions of this paragraph and for the equitable distribution of the amount corresponding to the reduction in investment shares among Signatories ready to increase their investment shares.

i) Notification of the results of each determination of investment shares, and of the effective date of such determination, shall be promptly furnished to all Signatories by the Director General.

Article 7

(Financial Adjustments between Signatories)

a) On entry into force of the Operating Agreement, financial adjustments shall be made between Signatories, through EUTELSAT, in accordance with Annex A to the Operating Agreement.

b) At each determination of investment shares after the first determination, financial adjustments between Signatories shall be made through EUTELSAT on the basis of valuation made under paragraph c) of this Article. The amounts of these financial adjustments shall be determined for each Signatory by applying to the valuation the difference, if any, between the new investment share of each Signatory and its investment share before the determination.

c) The valuation mentioned in paragraph b) of this Article shall be made as follows:

i) deduct from the original cost of all assets as recorded in the EUTELSAT accounts at the date of adjustment, including all capitalized return and capitalized expenses, the sum of:

A) the accumulated amortization as recorded in the EUTELSAT accounts at the date of adjustment, and

B) loans and other accounts payable by EUTELSAT at the date of adjustment;

ii) adjust the result thereby obtained by adding or deducting a further amount representing any deficiency or excess, respectively, in the payment by EUTELSAT of compensation for use of capital from the entry into force of the Operating Agreement to the effective date of valuation relative to the cumulative amount due at the rate or rates of compensation for use of capital in effect during the periods in which the relevant rates were applicable, as established by the Board of Signatories. For the purpose of assessing the amount representing any deficiency or excess in payment, compensation due shall be calculated on a monthly basis and shall relate to the net amount of the items described in subparagraph i) of this paragraph.

d) Payments due from or to Signatories under this Article shall be made by a date prescribed by the Board of Signatories. Interest at a rate equal to the rate determined by the Board of Signatories under paragraph c) of Article 4 of the Operating Agreement shall be added to any overdue amount.

Article 8

(Utilization Charges)

a) The Board of Signatories shall specify the units of measurement for the various types of utilization of the EUTELSAT Space Segment and shall establish charges for

g) Ne glede na katerokoli določbo tega člena ne more nobena podpisnica imeti investicijskega deleža, ki je manjši od 0,05 odstotka vseh investicijskih deležev.

h) Na prošnjo podpisnice ji odbor podpisnic lahko dodeli investicijski delež, ki je manjši od deleža, določenega v skladu z odstavki a) do f) tega člena, če za to zmanjšanje deleža druge podpisnice prostovoljno sprejmejo zvišanje svojih investicijskih deležev. Upravni odbor podpisnic določi postopke, ki omogočajo uporabo določb tega odstavka in pravično razdelitev zneska, ki ustreza znižanju investicijskih deležev, med podpisnice, ki so pripravljene povečati svoje investicijske deleže.

i) Generalni direktor nemudoma pošlje vsem podpisnicam obvestilo o rezultatih vsake določitve investicijskih deležev in o datumu veljavnosti takšne določitve.

7. člen

(Finančna poravnava med podpisnicami)

a) Ob začetku veljavnosti Sporazuma o delovanju se določijo finančne poravnave med podpisnicami v okviru EUTELSAT-a v skladu s Prilogo A k Sporazumu o delovanju.

b) Ob vsaki določitvi investicijskih deležev po prvi določitvi se v okviru EUTELSAT-a opravijo finančne poravnave med podpisnicami na podlagi vrednotenja, opravljenega v skladu z odstavkom c) tega člena. Zneski teh finančnih poravnav se določijo za vsako podpisnico tako, da se pri ocenjeni vrednosti upošteva razlika, če obstaja, med novim investicijskim deležem vsake podpisnice in njenim investicijskim deležem pred določitvijo.

c) Vrednotenje, navedeno v odstavku b) tega člena, se opravi takole:

i) od originalnih stroškov vsega premoženja, ki je knjiženo na EUTELSAT-ovih računih na dan poravnave, vključno z vsem kapitaliziranim dohodkom in kapitaliziranimi stroški, se odšteje vsota v višini:

A) akumulirane amortizacije, ki je knjižena na EUTELSAT-ovih računih na dan poravnave, in

B) posojil in drugih računov, ki jih mora plačati EUTELSAT na dan poravnave;

ii) tako pridobljeni rezultati se uskladijo z dodajanjem ali odvzemanjem nadaljnjega zneska, ki pomeni katerikoli primanjkljaj oziroma presežek pri EUTELSAT-ovih plačilih nadomestil za uporabo kapitala, od dneva začetka veljavnosti Sporazuma o delovanju do dejanskega dneva vrednotenja, ki se nanaša na skupni znesek, zapadel ob obroku ali obrokih nadomestil za uporabo učinkovitega kapitala v obdobjih, ko so veljali ustrezni obroki, kot je to določil odbor podpisnic. Da bi ocenili znesek, ki pomeni katerikoli primanjkljaj ali presežek pri plačilih, se zapadlo nadomestilo izračuna na mesečni podlagi v odvisnosti od neto vsote vseh postavk, ki so našteje v pododstavku i) tega odstavka.

d) Plačila, ki naj bi bila izplačana podpisnicam ali od njih prejeta v skladu z določbami tega člena, se izplačajo do dneva, ki ga določi odbor podpisnic. Vsakemu zamujenemu znesku se dodajo obresti v višini stopnje, enake stopnji, ki jo določi odbor podpisnic v skladu z odstavkom c) 4. člena Sporazuma o delovanju.

8. člen

(Stroški uporabe)

a) Odbor podpisnic določi enote meril za različne vrste uporabe vesoljskega segmenta EUTELSAT-a in določijo tarife za to uporabo. Te tarife morajo zagotoviti dovolj

such utilization. These charges shall have the objective of earning sufficient revenues to cover operating, maintenance and administrative costs of EUTELSAT, the provision of such working funds as the Board of Signatories may determine to be necessary, the amortization of investments made by Signatories and compensation for use of capital of Signatories. The charges which apply to a given category of utilization of the EUTELSAT Space Segment shall have the objective of covering all types of expenditure relating to that category of utilization.

b) Utilization charge shall be payable in accordance with arrangements adopted by the Board of Signatories.

c) The Board of Signatories shall apply any appropriate measures where payments of utilization charges have been in default for more than three months, taking into account the provisions of paragraph b) of Article XVIII of the Convention.

d) Interest at a rate to be determined by the Board of Signatories shall be added to any amount of utilization charges unpaid after the date for payment set by the Board of Signatories.

Article 9 (Revenues)

a) The revenues earned by EUTELSAT shall be applied, as far as they allow, in the following order of priority:

i) to meet operating, maintenance and administrative costs;

ii) to provide such working funds as the Board of Signatories may determine to be necessary;

iii) to pay to Signatories, in proportion to their respective investment shares, sums representing a repayment of capital in the amount of the provisions for amortization established by the Board of Signatories and recorded in the accounts of EUTELSAT;

iv) to pay to a Signatory which has withdrawn from EUTELSAT such sums as may be due to it under Article 21 of the Operating Agreement;

v) to pay to Signatories, in proportion to their respective investment shares, the available balance towards compensation for use of capital, including unpaid compensation from the previous years plus interest on such unpaid compensation.

b) In the determination of the rate of compensation for the use of capital of Signatories, the Board of Signatories shall allow for the risks associated with investment in EUTELSAT and shall fix the rate as close as possible to the cost of money in the money markets.

c) If revenues earned by EUTELSAT are insufficient to meet the operating, maintenance and administrative costs of EUTELSAT, the Board of Signatories may decide to meet the deficiency by using working funds of EUTELSAT, by overdraft arrangements, by loans, by requiring Signatories to make capital contributions in proportion to their respective investment shares or by any combination of such measures.

Article 10 (Settlement of Accounts)

a) Settlement of accounts between Signatories and EUTELSAT arising from financial transactions under Articles 4, 7, 8, and 9 of the Operating Agreement shall be arranged so that funds transferred between Signatories and EUTELSAT, as well as funds at EUTELSAT's disposal in excess of the working funds determined by the Board of Signatories to be necessary, shall be kept at the lowest practicable level.

dohodka za kritje delovanja, vzdrževanja in upravnih stroškov EUTELSAT-a, za zagotovitev takšnih delovnih skladov, ki jih kot potrebne določi odbor podpisnic, za amortizacijo investicij s strani podpisnic in nadomestilo za uporabo kapitala podpisnic. Tarife, ki veljajo za določeno kategorijo uporabe vesoljskega segmenta EUTELSAT-a, morajo pokriti vse vrste izdatkov, ki se nanašajo na to vrsto uporabe.

b) Tarife za uporabo so plačljive v skladu z ureditvijo, ki jo sprejme odbor podpisnic.

c) Odbor podpisnic uporabi vse ustrezne ukrepe, če plačila stroškov za uporabo zamujajo za več kot tri mesece, pri čemer upošteva določbe iz odstavka b) XVIII. člena Konvencije.

d) Obresti po stopnji, ki jo določi odbor podpisnic, se dodajo vsakemu znesku stroškov za uporabo, ki ni plačan po dnevu za plačilo, ki ga je določil odbor podpisnic.

9. člen (Dohodek)

a) Dohodek, ki ga zasluži EUTELSAT, se uporablja, kolikor je mogoče, po naslednjem prednostnem vrstnem redu:

i) za pokrivanje obratovalnih, vzdrževalnih in upravnih stroškov;

ii) za zagotovitev takšnih delovnih skladov, ki jih kot potrebne določi odbor podpisnic;

iii) za plačilo zneskov podpisnicam, v sorazmerju z njihovimi investicijskimi deleži, ki pomenijo poplačilo kapitala v zneskih za amortizacijo, ki jih določi odbor podpisnic in so knjiženi na EUTELSAT-ovih računih;

iv) za plačilo podpisnici, ki izstopi iz EUTELSAT-a, takih vsot, kot ji pripadajo v skladu z 21. členom Sporazuma o delovanju;

v) za plačilo podpisnicam v sorazmerju z njihovimi ustreznimi investicijskimi deleži razpoložljivega salda za nadomestila za uporabo kapitala, vključno z neplačanimi nadomestili iz prejšnjih let, povečanimi za obresti za takšna neplačana nadomestila.

b) Pri določanju stopnje nadomestil za uporabo kapitala podpisnic odbor podpisnic upošteva tveganje, povezano z vlaganjem v EUTELSAT, in določi stopnjo, ki se, kolikor je le mogoče, približa ceni denarja na denarnih trgih.

c) Če dohodek, ki ga zasluži EUTELSAT, ne zadošča za kritje obratovalnih, vzdrževalnih in upravnih stroškov EUTELSAT-a, se odbor podpisnic lahko odloči, da primanjkljaj pokrije z uporabo delovnih skladov EUTELSAT-a ali s prekoračitvijo bančnega računa ali s posojili, tako da od podpisnic zahteva kapitalske vložke v sorazmerju z njihovimi ustreznimi investicijskimi deleži ali s kakršnokoli kombinacijo takšnih ukrepov.

10. člen (Poravnava računov)

a) Poravnava računov med podpisnicami in EUTELSAT-om, ki nastanejo iz finančnih transakcij v skladu s 4., 7., 8. in 9. členom Sporazuma o delovanju, se uredi tako, da ostanejo skladi, ki se prenašajo med podpisnicami in EUTELSAT-om, in skladi, ki so na voljo EUTELSAT-u kot presežek delovnih skladov in jih določi odbor podpisnic kot potrebne, na najnižji izvedljivi ravni.

b) All payments between Signatories and EUTELSAT under the Operating Agreement shall be made in any freely convertible currency.

Article 11
(Overdrafts and Loans)

a) EUTELSAT may, by decision of the Board of Signatories, enter into overdraft arrangements for meeting deficiencies until adequate revenues or capital contributions are received.

b) Notwithstanding the provisions of Article 4 of the Operating Agreement, EUTELSAT may, by decision of the Board of Signatories, raise loans for the purpose of financing any activity undertaken by EUTELSAT in accordance with Article III of the Convention or for meeting any liability incurred by EUTELSAT. The outstanding amounts of such loans shall be considered as contractual capital commitments for the purpose of Article 5 of the Operating Agreement.

Article 12
(Excluded Costs)

The following shall not form part of the costs of EUTELSAT:

i) the taxes that would be due from a Signatory in respect of sums paid to that Signatory by EUTELSAT under the Convention and the Operating Agreement;

ii) the costs of representatives of Parties and Signatories incurred in attending meetings of the Assembly of Parties and the Board of Signatories or any other meetings of EUTELSAT.

Article 13
(Audit)

The accounts of EUTELSAT shall be audited annually by independent auditors appointed by the Board of Signatories. Each Signatory shall have the right of inspection of EUTELSAT accounts.

Article 14
(Other International Organisations)

In Addition to observing the relevant regulations of the International Telecommunication Union, EUTELSAT shall, in the design, development, construction and establishment of the EUTELSAT Space Segment and in the procedures established for regulating the operation of the EUTELSAT Space Segment and of the earth stations, give due consideration to the relevant recommendations and procedures of the organs of the International Telecommunication Union. EUTELSAT shall also take account of the relevant recommendations of the Conférence européenne des Administrations des postes et des télécommunications (CEPT).

Article 15
(Earth Station Approval)

a) Applications for approval of earth stations, being transmitting stations, receiving stations or combined transmitting-receiving stations, to access the EUTELSAT Space Segment may be submitted to EUTELSAT only by the Signatory designated by the Party in whose territory the earth station is or will be located or, for earth stations in a territory not under the jurisdiction of a Party, by a duly authorized telecommunications entity.

b) Failure by the Board of Signatories to establish criteria and procedures, under subparagraph vi) of paragraph b) of Article XII of the Convention, for approval of earth stations shall not preclude the Board of Signatories from considering or acting upon any application for approval of an earth station.

b) Vsa plačila med podpisnicami in EUTELSAT-om v skladu s Sporazumom o delovanju se opravijo v vsaki prosto konvertibilni valuti.

11. člen
(Prekoračitve in posojila)

a) EUTELSAT lahko s sklepom odbora podpisnic za kritje primanjkljajev prekorači račun, dokler ne prejme usreznih dohodkov ali kapitalskih vložkov.

b) Kljub določbam 4. člena Sporazuma o delovanju lahko EUTELSAT s sklepom odbora podpisnic najame posojila za financiranje kakršnekoli dejavnosti, ki jo opravlja EUTELSAT v skladu s III. členom Konvencije, ali za kritje kakršnegakoli dolga, ki ga naredi EUTELSAT. Neplačani zneski takšnih posojil se štejejo kot pogodbene kapitalske obveznosti iz 5. člena Sporazuma o delovanju.

12. člen
(Izključeni stroški)

Naslednje ne pomeni dela stroškov EUTELSAT-a:

i) pristojbine, ki jih je podpisnica dolžna poravnati v zvezi z vsotami, ki jih EUTELSAT izplača tej podpisnici v skladu s Konvencijo in Sporazumom o delovanju;

ii) stroški predstavnikov pogodbenic in podpisnic, ki nastanejo zaradi udeležbe na zasedanjih skupščine pogodbenic in odbora podpisnic ali pri kateremkoli drugem zasedanju EUTELSAT-a.

13. člen
(Revizija)

EUTELSAT-ove račune enkrat letno pregledajo samostojni revizorji, ki jih imenuje odbor podpisnic. Vsaka podpisnica ima pravico pregledati EUTELSAT-ove račune.

14. člen
(Druge mednarodne organizacije)

Poleg ustreznih predpisov Mednarodne telekomunikacijske zveze upošteva EUTELSAT pri načrtovanju, razvoju, graditvi in ustanovitvi EUTELSAT-ovega vesoljskega segmenta in v postopkih, določenih za urejanje delovanja EUTELSAT-ovega vesoljskega segmenta in zemeljskih postaj, tudi ustrezna priporočila in postopke organov Mednarodne telekomunikacijske zveze. EUTELSAT prav tako upošteva ustrezna priporočila Evropske konference poštnih in telekomunikacijskih uprav (CEPT).

15. člen
(Odobritev zemeljskih postaj)

a) Prošnje za odobritev dostopa zemeljskih postaj, ki so oddajne, sprejemne ali kombinirane oddajno-sprejemne postaje, do EUTELSAT-ovega vesoljskega segmenta lahko pri EUTELSAT-u vloži samo podpisnica, ki jo določi pogodbenica, na katere ozemlju je ali bo nameščena zemeljska postaja, za zemeljske postaje na ozemlju, ki ni pod jurisdikcijo pogodbenice, pa samo pravilno pooblaščen telekomunikacijsko telo.

b) Če odbor podpisnic ne določi meril in postopkov za odobritev zemeljskih postaj v skladu s pododstavkom vi) odstavka b) XII. člena Konvencije, to ne preprečuje odboru podpisnic, da obravnava ali odgovori na prošnjo za odobritev zemeljske postaje.

c) Each Signatory or telecommunications entity referred to in paragraph a) of this Article shall, for earth stations for which it has submitted an application, be responsible to EUTELSAT for compliance of such stations with the rules and standards specified in the document of approval issued to it by EUTELSAT unless, where a Signatory has submitted the application, its designating Party assumes such responsibility.

Article 16

(Allotment of Space Segment Capacity)

a) Applications for allotment of EUTELSAT Space Segment capacity may be submitted to EUTELSAT only by Signatories or, for a territory not under the jurisdiction of a Party, by a duly authorized telecommunications entity.

b) Allotment of EUTELSAT Space Segment capacity shall be authorized by the Board of Signatories in accordance with the terms and conditions established by it under subparagraphs viii) and ix) of paragraph b) of Article XII of the Convention.

c) Each entity to which an allotment has been made under this Article shall be responsible for compliance with all the terms and conditions set by EUTELSAT for such allotment unless, where a Signatory has submitted the application, its designating Party assumes such responsibility.

Article 17

(Procurement)

a) All contracts for the procurement of goods and services by EUTELSAT shall be awarded in accordance with Article XIV of the Convention, this Article and Article 18 of the Operating Agreement and the procedures, regulations, terms and conditions established by the Board of Signatories under subparagraph ii) of paragraph b) of Article XII of the Convention.

b) The approval of the Board of Signatories shall be required before:

i) the issue of requests for proposals or invitations to tender for contracts which are expected to exceed 150,000 ECU in value;

ii) the award of any contract to a value exceeding 150,000 ECU.

If justified by changes in world price indices, the Board of Signatories may revise these financial limits.

c) The procedures, regulations, terms and conditions referred to in paragraph a) of this Article shall provide for the supply of full and timely information to the Board of Signatories. Upon request from any Signatory, the Board of Signatories shall supply to that Signatory such information with respect to any contract, as will enable that Signatory to discharge its responsibilities as a Signatory.

d) In the following cases open international tendering may be dispensed with under procedures adopted by the Board of Signatories under subparagraph ii) of paragraph b) of Article XII of the Convention:

i) the estimated value of the contract does not exceed 75,000 ECU and the award of the contract would not, because of the application of the dispensation, place a contractor in such a position as to prejudice at some later date the effective exercise by the Board of Signatories of the procurement policy in Article XIV of the Convention. If justified by changes in world price indices, the Board of Signatories may revise this financial limit;

ii) procurement is required urgently in an emergency affecting the operational viability of any activities of EUTELSAT;

iii) there is only one source of supply to a specification which is necessary to meet the requirements of

c) Vsaka podpisnica ali telekomunikacijsko telo, omejeno v odstavku a) tega člena, je za zemeljske postaje, za katere je vložilo prošnjo, EUTELSAT-u odgovorno, da so takšne postaje v skladu s predpisi in standardi, določenimi v odobritvenem dokumentu, ki ga izda EUTELSAT, razen kadar podpisnica vloži prošnjo, pogodbenica, ki jo imenuje, pa prevzame takšno odgovornost.

16. člen

(Razdelitev zmogljivosti vesoljskega segmenta)

a) Prošnje za razdelitev EUTELSAT-ovih zmogljivosti vesoljskega segmenta lahko pri EUTELSAT-u vložijo samo podpisnice ali pa pravilno pooblaščen telekomunikacijsko telo za ozemlje, ki ni pod jurisdikcijo pogodbenice.

b) Razdelitev EUTELSAT-ovih zmogljivosti vesoljskega segmenta dovoli odbor podpisnic skladno z zahtevami in pogoji, ki jih določa v skladu s pododstavkoma viii) in ix) odstavka b) XII. člena Konvencije.

c) Vsako telo, ki so mu bile razdeljene zmogljivosti v skladu s tem členom, je odgovorno za skladnost z vsemi zahtevami in pogoji, ki jih postavi EUTELSAT za takšno razdelitev, razen če takšne odgovornosti ne prevzame pogodbenica, ki je imenovala podpisnico, ki je vložila prošnjo.

17. člen

(Nakupi)

a) Vse pogodbe za nakup blaga in storitev sklepa EUTELSAT v skladu s XIV. členom Konvencije, s tem členom in z 18. členom Sporazuma o delovanju ter s postopki, predpisi, določbami in pogoji, ki jih določa odbor podpisnic v skladu s pododstavkom ii) odstavka b) XII. člena Konvencije.

b) Odobritev odbora podpisnic se zahteva pred:

i) objavo zahtevkov za ponudbe ali vabil za ponudbe za pogodbe, če se pričakuje, da bodo po vrednosti presegle 150 000 ECU;

ii) sklepanjem kakršnekoli pogodbe, ki presega vrednost 150 000 ECU.

Odbor podpisnic lahko popravi te finančne omejitve, če to opravičujejo spremembe svetovnih kazalcev cen.

c) Postopki, predpisi, določbe in pogoji, navedeni v odstavku a) tega člena, zagotavljajo celovito in pravočasno obveščanje odbora podpisnic. Na zahtevo katerekoli podpisnice odbor podpisnic preskrbi podpisnici takšne informacije v zvezi s katerokoli pogodbo, ki tej podpisnici omogočajo, da se kot podpisnica razbremeni odgovornosti.

d) V naslednjih primerih se lahko opusti javni mednarodni razpis v skladu s postopki, ki jih sprejme odbor podpisnic v skladu s pododstavkom ii) odstavka b) XII. člena Konvencije:

i) če predvidena vrednost pogodbe ne presega 75 000 ECU in sklenitev te pogodbe zaradi opustitve te obveznosti pogodbenika ne bi postavila v položaj, ki bi mu kasneje, ko odbor podpisnic dejansko izvaja nakupno politiko po XIV. členu Konvencije, lahko škodoval. Odbor podpisnic lahko spremeni finančne omejitve, če to opravičujejo spremembe svetovnih kazalcev cen;

ii) če se v nujnem primeru zahteva nujen nakup, ki vpliva na ključne delovne sposobnosti katerekoli dejavnosti EUTELSAT-a;

iii) če obstaja samo en dobavitelj za določeno specifikacijo, ki je nujna za izpolnjevanje EUTELSAT-ovih zah-

EUTELSAT or the sources of supply are so severely restricted in number that it would be neither feasible nor in the best interest of EUTELSAT to incur the expenditure and time entailed in open international tender, provided that, where there is more than one source, all are given an opportunity to bid on an equal basis;

iv) the requirement is of an administrative nature best suited to local procurement;

v) the procurement is for personal services.

Article 18

(Intellectual Property)

a) For the purpose of the Operating Agreement "Intellectual Property" means the rights relating to inventions in all fields of human endeavour, scientific discoveries, industrial designs, trade marks, service marks and commercial names and designations, know-how, protection against unfair competition, copyright, and all other rights resulting from intellectual activity in the industrial and scientific fields.

b) i) EUTELSAT's policy on intellectual property shall be based on the principle of acquiring only those rights which are necessary to enable work to be performed by or for it.

ii) In particular, ownership of intellectual property generated by a contractor in the performance of a EUTELSAT-funded contract shall be retained by the contractor.

c) In order to give effect to these principles, while at the same time observing generally accepted industrial practices, EUTELSAT shall, where work funded by it under contract contains a significant element of study, research or development, ensure for itself:

i) the right to have disclosed to it without payment all intellectual property generated by such work;

ii) licence to disclose and have disclosed without payment the intellectual property so generated to Parties and Signatories and other persons within the jurisdiction of a Party;

iii) licence to use, and to authorize and have authorized to be used by Parties, Signatories and other persons within the jurisdiction of a Party, the intellectual property so generated. Where such use is connected with the EUTELSAT Space Segment or accessing earth stations, the licence shall be without payment; and where the use is for another purpose, the licence shall be on fair and reasonable terms and conditions to be settled between the owner of the intellectual property and the user;

iv) if possible, licences on fair and reasonable terms and conditions, to use and have used as necessary for the reconstruction or modification of any product of a EUTELSAT-funded contract pre-existing intellectual property rights, that is to say rights other than those generated in the performance of such contract but which are required to contribute to the proper performance of such contract.

d) The Board of Signatories may approve a deviation from the policies described in subparagraphs ii), iii), and iv) of paragraph c) of this Article if during negotiations the Board of Signatories is satisfied that failure to deviate would prejudice EUTELSAT.

e) The Board of Signatories may also, if exceptional circumstances warrant, approve a deviation from the policy described in subparagraph ii) of paragraph b) of this Article, provided all the following conditions are met:

i) the Board of Signatories is convinced that failure to deviate would prejudice EUTELSAT;

tev, ali pa je število dobaviteljev zelo omejeno in ne bi bilo niti izvedljivo niti ne bi bilo v interesu EUTELSAT-a, da bi imel izdatke in tratil čas za javni mednarodni razpis, če zagotovi, kjer obstaja več kot en dobavitelj, vsem možnost za ponudbo na enakopravni podlagi;

iv) če je zahteva upravne narave, za katero je najprimernejši krajevni nakup;

v) če gre za nakup za osebne storitve.

18. člen

(Intelektualna lastnina)

a) Za namen Sporazuma o delovanju pomeni "intelektualna lastnina" pravice v zvezi z izumi na vseh področjih človekovih prizadevanj, znanstvenih odkritij, industrijskega oblikovanja, trgovskih znamk, storitvenih znamk in trgovinskih imen in nazivov, izvajalskih znanj, zaščite pred neelojalno konkurenco, avtorskih pravic in vseh drugih pravic, ki izvirajo iz intelektualnih dejavnosti na industrijskem in znanstvenem področju.

b) i) EUTELSAT-ova politika obravnave intelektualne lastnine temelji na načelu pridobivanja samo tistih pravic, ki so nujne, da omogočijo EUTELSAT-ove dejavnosti ali pa opravljanje dela za EUTELSAT;

ii) pogodbenik zadrži lastništvo intelektualne lastnine, ki jo pridobi pri izvajanju pogodbe, ki jo financira EUTELSAT.

c) Da bi lahko uresničil ta načela in hkrati upošteval splošno sprejeto industrijsko prakso, EUTELSAT v primerih, kjer delo, ki ga pogodbeno financira, vsebuje pomemben element proučevanj, raziskav ali razvoja, zase zagotovi:

i) pravico do brezplačnega vpogleda v vso intelektualno lastnino, ki jo ustvari tako delo;

ii) dovoljenje pogodbenicam in podpisnicam ter drugim osebam v okviru jurisdikcije pogodbenice za brezplačni vpogled v tako pridobljeno intelektualno lastnino;

iii) dovoljenje za uporabo, pooblašcanje in izdajo pooblastil za uporabo tako pridobljene intelektualne lastnine pogodbenicam, podpisnicam in drugim osebam v okviru jurisdikcije pogodbenice. Kjer je takšna uporaba vezana na EUTELSAT-ov vesoljski segment ali na dostop do zemeljskih postaj, je dovoljenje brezplačno; kadar pa je namen uporabe drugačen, se cena dovoljenja izračuna na podlagi pravičnih in razumnih določb in pogojev med lastnikom intelektualne lastnine in porabnikom;

iv) na podlagi pravičnih in razumnih določb in pogojev, če je le mogoče, dovoljenja ali prenos teh dovoljenj, odvisno od potrebe, ki mu omogočajo uporabo, pravic do intelektualne lastnine, ki so že prej obstajale, v obsegu, ki je potreben za rekonstrukcijo ali modifikacijo vsakega proizvoda iz pogodbe, ki jo financira EUTELSAT, se pravi pravice, ki niso pridobljene pri izvajanju takšne pogodbe, se pa zahtevajo za pravilno izvajanje take pogodbe.

d) Odbor podpisnic lahko odobri odstopanje od politike, opisane v pododstavkih ii), iii) in iv) odstavka c) tega člena, če med pogajanjimi ugotovi, da bi opustitev odstopanja škodovala EUTELSAT-u.

e) Odbor podpisnic lahko tudi, če to jamčijo izredne okoliščine, odobri odstopanje od politike, opisane v pododstavku ii) odstavka b) tega člena, če so izpolnjeni vsi tile pogoji:

i) odbor podpisnic je prepričan, da bi opustitev odstopanja škodovala EUTELSAT-u;

ii) the Board of Signatories decides that EUTELSAT should be in a position to ensure patent or similar protection in any country;

iii) the contractor concerned is not able or willing to ensure such patent or other similar protection within the appropriate time limit.

f) Where EUTELSAT has acquired rights in intellectual property by transfer from INTERIM EUTELSAT under Article 3 of the Operating Agreement or otherwise than under paragraph c) of this Article, it shall, on request, and provided it has the right to do so:

i) disclose or have disclosed such intellectual property to any Party or Signatory without payment except that such Party or Signatory shall reimburse EUTELSAT for any payment by EUTELSAT to third parties for the exercise of this right of disclosure;

ii) grant licence to any Party or Signatory to disclose or have disclosed to other persons within the jurisdiction of a Party and to use, authorize and have authorized those other persons to use such intellectual property. Where such use is connected with the EUTELSAT Space Segment or accessing earth stations, the licence shall be without payment; and where the use is for another purpose, the licence shall be on fair and reasonable terms and conditions to be settled between the user and EUTELSAT or other owner of the intellectual property or any other authorized entity or person having a proprietary interest therein, except that such Party or Signatory shall reimburse EUTELSAT for any payment by EUTELSAT to third parties for the right to grant such licence.

g) EUTELSAT shall keep each Party and Signatory which so requests informed of the availability and general nature of all intellectual property which is disclosed to it under subparagraph i) of paragraph c) or subparagraph i) of paragraph f) of this Article.

h) The disclosure and use, and the terms and conditions of disclosure and use, of all intellectual property in which EUTELSAT has acquired rights shall be on a non-discriminatory basis as between Parties and Signatories, and other persons to whom rights may be granted or disclosures made pursuant to this Article.

Article 19 (Liability)

a) Neither EUTELSAT nor any Signatory nor, when performing his functions within the limits of his authority, any employee of any of them, nor any representative in meetings of EUTELSAT, shall be liable to any Party or to any Signatory or to EUTELSAT because of any interruption, delay or malfunctioning of telecommunications services provided or to be provided under the Convention or the Operating Agreement, nor shall any actions for damages be brought against them because of such interruption, delay or malfunctioning.

b) A Signatory, or an employee of EUTELSAT or of a Signatory who has acted within the framework and limits of his authority, who, by the final judgement of a competent tribunal or under a settlement approved by the Board of Signatories, has been found liable for any activity undertaken by or on behalf of EUTELSAT under the Convention or the Operating Agreement, shall be reimbursed by EUTELSAT in respect of any claim, including costs and expenses, that the Signatory or the person concerned has to discharge. If payment has not already been made, EUTELSAT shall make settlement direct, in place of the Signatory or person concerned.

ii) odbor podpisnic odloči, ali bi bilo za EUTELSAT mogoče zagotoviti patent ali podobno zaščito v katerikoli državi;

iii) zadevni pogodbenik ne more ali noče zagotoviti takšnega patenta ali podobne zaščite v primernem času.

f) Kjer si je EUTELSAT pridobil pravice do intelektualne lastnine s prenosom z INTERIM EUTELSAT-a v skladu s 3. členom Sporazuma o delovanju ali drugače, kot določa odstavek c) tega člena, na zahtevo in pod pogojem, da ima pravico to storiti:

i) omogoči ali zahteva brezplačni vpogled v takšno intelektualno lastnino vsaki pogodbenici ali podpisnici, vendar mora takšna pogodbenica ali podpisnica plačati EUTELSAT-u nadomestilo za vsako plačilo, ki ga je EUTELSAT opravil tretjim za izvajanje te pravice do vpogleda;

ii) dovoli vsaki pogodbenici ali podpisnici do vpogleda ali omogoči vpogled drugim osebam v okviru jurisdikcije pogodbenice in uporablja, pooblašča in omogoča pridobitev pooblastila za te druge osebe za uporabo takšne intelektualne lastnine. Kadar je takšna uporaba navezana na EUTELSAT-ov vesoljski segment ali na dostop do zemeljskih postaj, je dovoljenje brezplačno; kadar pa je namen uporabe drugačen, temelji dovoljenje na pravičnih in razumnih določbah in pogojih, določenih med uporabnikom in EUTELSAT-om ali drugim lastnikom intelektualne lastnine ali katerikoli drugim pooblaščenim telesom ali osebo, ki ima v zadevi lastniški interes, razen če takšna pogodbenica ali podpisnica povrne EUTELSAT-u vsako izplačilo, ki ga je EUTELSAT plačal tretjim za pravico do izdaje takega dovoljenja.

g) EUTELSAT vsako pogodbenico ali podpisnico na njeno zahtevo obvešča o razpoložljivosti in splošni naravi vse intelektualne lastnine, ki mu je bila dana na vpogled v skladu s pododstavkom i) odstavka c) ali pododstavkom i) odstavka f) tega člena.

h) Vpogled in uporaba ter roki in pogoji za vpogled in uporabo vse intelektualne lastnine, do katere si je EUTELSAT pridobil pravico, morajo biti izvedeni na nediskriminacijski podlagi med pogodbenicami in podpisnicami in drugimi osebami, ki jim je mogoče dodeliti pravice ali omogočiti vpogled v skladu z določbami tega člena.

19. člen (Odgovornost)

a) Niti EUTELSAT, niti katerakoli podpisnica, niti katerikoli uslužbenec kateregakoli od navedenih, če opravlja svoje naloge v okviru svojih pooblastil, niti katerikoli predstavnik na EUTELSAT-ovih zasedanjih ni odgovoren katerikoli pogodbenici ali podpisnici ali EUTELSAT-u zaradi prekinitve, zamude ali neustreznega opravljanja telekomunikacijskih storitev, ki so zagotovljene ali ki naj bi bile zagotovljene v skladu s Konvencijo ali Sporazumom o delovanju, niti se ne bo uveljavljala odškodnina zaradi takšnih prekinitiv, zamud ali neustreznega opravljanja.

b) Podpisnici ali uslužbencu EUTELSAT-a ali podpisnici, ki je delovala v okviru in v mejah svojih pooblastil in je bila s končno sodbo pristojnega sodišča ali s sklepom, ki ga je sprejel odbor podpisnic, spoznana za odgovorno za kakršnokoli dejavnost za EUTELSAT ali v njegovem imenu v skladu s Konvencijo ali Sporazumom o delovanju, EUTELSAT povrne stroške v zvezi s kakršnimkoli odškodninskim zahtevkom, vključno s stroški in izdatki, ki jih mora poravnati podpisnica ali zadevna oseba. Če plačilo še ni bilo opravljeno, ga EUTELSAT poravnava neposredno namesto podpisnice ali zadevne osebe.

c) If a claim is brought against a Signatory or any such employee, it or he shall, as a condition of reimbursement under paragraph b) of this Article, immediately notify EUTELSAT in order to give it the opportunity to advise and recommend on the means of defence, or to propose a settlement of the dispute and, if permitted by the law of the jurisdiction in which the claim is brought, to join in the proceedings or to stand in the place of the Signatory or of the employee concerned.

Article 20
(Settlement of Disputes)

a) All disputes arising between Signatories or between EUTELSAT and a Signatory or Signatories in connection with the interpretation or application of the Operating Agreement shall be submitted to arbitration in accordance with Annex B to the Convention, if not otherwise settled within one year from the time a Signatory or EUTELSAT has notified to the other party to the dispute its intention to settle such a dispute amicably.

b) All such disputes arising between a Signatory and a State or telecommunications entity which has ceased to be a Signatory, or between EUTELSAT and a State or telecommunications entity which has ceased to be a Signatory, and which arise after such State or telecommunications entity ceased to be a Signatory, if not otherwise settled within one year of the time a Signatory or EUTELSAT has notified to the other party its intention to settle such a dispute amicably, may be submitted to arbitration in accordance with Annex B to the Convention, provided all the disputants concerned agree. If a State or telecommunications entity ceases to be a Signatory after the start of an arbitration in which it is a disputant, such arbitration shall be continued and concluded.

c) All disputes arising in connection with the interpretation or application of agreements or contracts that EUTELSAT has concluded with any Signatory shall be subject to the provisions on the settlement of disputes contained in such agreements and contracts. In the absence of such provisions, such disputes shall be submitted to arbitration in accordance with Annex B to the Convention, if not otherwise settled within one year from the time the Signatory or EUTELSAT has notified to the other party to the dispute its intention to settle such a dispute amicably.

d) If, upon entry into force of the Operating Agreement, any arbitration is in progress under Article 17 of the Provisional Agreement, the procedures prescribed by that Article shall continue to be followed for such arbitration until its conclusion, unless all the disputants otherwise agree. If INTERIM EUTELSAT is a party to any such arbitration, EUTELSAT shall replace it as a party.

Article 21
(Financial Settlement on Withdrawal)

a) Within three months after the effective date of withdrawal of a Signatory from EUTELSAT under Article XVIII of the Convention, the Board of Signatories shall notify the Signatory of the valuation by the Board of Signatories of its financial status in relation to EUTELSAT at the effective date of its withdrawal and of the proposed terms of settlement under paragraph c) of this Article.

b) The notification under paragraph a) of this Article shall include a statement of:

i) the amount payable by EUTELSAT to the Signatory, calculated by multiplying the amount determined from a valuation made under paragraph c) of Article 7 of the Operating Agreement on the effective date of its withdrawal by the investment share held by the Signatory on that date;

c) Če je proti podpisnici ali kateremukoli takemu uslužbencu uveden odškodninski zahtevek, ta kot pogoj za povračilo v skladu z odstavkom b) tega člena takoj obvesti EUTELSAT, da slednjemu da možnost svetovati in priporočiti vrsto obrambe ali predlagati reševanje spora, če to dopušča jurisdikcija, kjer je bil vložen odškodninski zahtevek, sodelovati v postopku ali zastopati podpisnico ali zadevnega uslužbenca.

20. člen
(Reševanje sporov)

a) Vsi spori, ki nastanejo med podpisnicami ali med EUTELSAT-om in podpisnico ali podpisnicami v zvezi z razlago ali uporabo Sporazuma o delovanju, se predajo v razsojanje v skladu s Prilogo B h Konvenciji, če ni drugače urejeno, v enem letu od takrat, ko podpisnica ali EUTELSAT obvesti drugo stranko v sporu o svojem namenu, da bi spor rešila na miren način.

b) Vsi spori, ki nastanejo med podpisnico in telekomunikacijskim telesom ali državo, ki ni več podpisnica, ali med EUTELSAT-om in telekomunikacijskim telesom ali državo, ki ni več podpisnica, in do katerih pride potem, ko je tako telekomunikacijsko telo ali država prenehala biti podpisnica in niso rešeni drugače v enem letu od takrat, ko podpisnica ali EUTELSAT obvesti drugo stranko v sporu o svojem namenu, da se spor reši na miren način, se lahko predajo v razsojanje v skladu s Prilogo B h Konvenciji, če se s tem strinjajo vse stranke v sporu. Če telekomunikacijsko telo ali država preneha biti podpisnica po začetku arbitražnega postopka, v katerem je udeležena, se ta arbitraža nadaljuje in konča.

c) Pri vseh sporih, ki nastanejo v zvezi z razlago ali uporabo sporazumov ali pogodb, ki jih je EUTELSAT podpisal s podpisnico, je treba upoštevati določbe o reševanju sporov, ki so zajete v takih sporazumih in pogodbah. Če takšnih določb ni, se spori predajo v razsojanje v skladu s Prilogo B h Konvenciji, če niso drugače rešeni, v enem letu potem, ko podpisnica ali EUTELSAT obvesti drugo stranko v sporu o svojem namenu, da se spor reši na miren način.

d) Če po začetku veljavnosti Sporazuma o delovanju poteka kakršnokoli razsojanje v skladu s 17. členom začasnega sporazuma, se postopki za takšno razsojanje, ki jih predpisuje ta člen, nadaljujejo do konca, razen če se vse stranke v sporu ne dogovorijo drugače. Če je INTERIM EUTELSAT stranka v kateremukoli takšnem razsojanju, ga kot stranko nadomesti EUTELSAT.

21. člen
(Finančna poravnava ob izstopu)

a) V treh mesecih po začetku veljavnosti izstopa podpisnice iz EUTELSAT-a v skladu z XVIII. členom Konvencije obvesti odbor podpisnic podpisnico o svoji oceni njenega finančnega stanja v odnosu do EUTELSAT-a na dan začetka veljavnosti njenega izstopa in o predlaganih pogojih poravnave v skladu z odstavkom c) tega člena.

b) Obvestilo v skladu z odstavkom a) tega člena vsebuje izjavo o:

i) znesku, ki ga EUTELSAT plača podpisnici, izračunanem z množenjem investicijskega deleža, ki ga ima podpisnica na dan začetka veljavnosti izstopa, z zneskom, določenim s ceniitvijo, opravljeno v skladu z odstavkom c) 7. člena Sporazuma o delovanju na ta dan;

ii) any amounts to be paid by the Signatory to EUTELSAT under subparagraph i) of paragraph e) of Article XVIII of the Convention representing its share of capital contributions for contractual commitments specifically authorized before the receipt by the Director General of the notice of its decision to withdraw or, as the case may be, before the effective date of withdrawal, together with the proposed schedule of payments to meet such contractual commitments and liabilities arising from acts or omissions before such date;

iii) any other amounts due from the said Signatory to EUTELSAT at the effective date of its withdrawal.

c) Subject to payment by the Signatory of any amounts due from it under subparagraphs ii) and iii) of paragraph b) of this Article and taking into account Article 9 of the Operating Agreement, the amounts referred to in subparagraphs i) and ii) of paragraph b) of this Article shall be repaid by EUTELSAT to the Signatory over a period consistent with the period over which other Signatories will be repaid their capital contributions, or over such shorter period as the Board of Signatories may consider appropriate. The Board of Signatories shall determine the rate of interest to be paid to or by the Signatory on any amounts which may, from time to time, be owing.

d) In its valuation under paragraphs a) and b) of this Article, the Board of Signatories may decide to relieve the Signatory in whole or in part of its responsibility for contributing its share of the capital contributions for contractual commitments specifically authorized and liabilities arising from acts or omissions before the receipt of notice of decision to withdraw.

e) Except as may be decided by the Board of Signatories under paragraph d) of this Article, no provision of this Article shall:

i) relieve a Signatory referred to in paragraph a) of this Article of its share of any non-contractual obligations of EUTELSAT arising from acts or omissions in the implementation of the Convention and the Operating Agreement, where such obligations have arisen, following a withdrawal under paragraph a) of Article XVIII of the Convention, before the receipt by the Director General of the notice of the decision to withdraw or, following a withdrawal under subparagraph ii) or iii) of paragraph b) of Article XVIII of the Convention, before the effective date of withdrawal;

ii) deprive such a Signatory of any rights acquired by it, in its capacity as such, which would otherwise continue after the effective date of its withdrawal, and for which the Signatory has not already been compensated under this Article.

Article 22 (Amendments)

a) Any Signatory or the Assembly of Parties may propose amendments to the Operating Agreement. These shall be communicated to the Director General, who shall circulate them promptly to all Parties and Signatories.

b) The Board of Signatories shall consider each proposed amendment at its first ordinary meeting following distribution by the Director General, or at an earlier extraordinary meeting, provided that the proposed amendment has been circulated by the Director General at least ninety days before the opening date of the meeting. The Board of Signatories shall consider any views and recommendations which it receives from any Party or from the Assembly of Parties on a proposed amendment.

ii) vsakem znesku, ki ga mora podpisnica plačati EUTELSAT-u v skladu s pododstavkom i) odstavka e) XVIII. člena Konvencije in pomeni njen delež kapitalskega vložka za izrecno odobrene pogodbene obveznosti, bodisi preden je generalni direktor prejel obvestilo o odločitvi o izstopu, bodisi pred začetkom veljavnosti izstopa, skupaj s predlaganim načrtom plačil za izpolnitev takih pogodbenih obveznosti in odgovornosti, ki izhajajo iz dejanj ali opustitev dejanj pred tem datumom;

iii) kakršnihkoli drugih zneskih, ki jih ta podpisnica dolguje EUTELSAT-u na dan začetka veljavnosti njenega izstopa.

c) Razen vseh zneskov, ki jih mora podpisnica plačati v skladu s pododstavkoma ii) in iii) odstavka b) tega člena in ob upoštevanju 9. člena Sporazuma o delovanju, EUTELSAT zneske, ki so navedeni v pododstavkih i) in ii) odstavka b) tega člena, podpisnici izplača v enakem roku, kot izplačuje kapitalске vložke drugim podpisnicam, ali pa v toliko krajšem roku, kot se zdi primeren odboru podpisnic. Odbor podpisnic določi obrestno mero, ki jo je treba izplačati podpisnici ali jo mora plačati podpisnica na vsak občasno dolgovan znesek.

d) Odbor podpisnic se lahko pri svoji cenzitvi v skladu z odstavkoma a) in b) tega člena odloči, da podpisnico v celoti ali delno oprosti njene dolžnosti, da prispeva svoj delež kapitalskih vložkov za izrecno odobrene pogodbene obveznosti in za oveznosti, ki nastanejo zaradi dejanj ali opustitev dejanj pred prejemom obvestila o odločitvi o izstopu.

e) Razen če tako odloči odbor podpisnic v skladu z odstavkom d) tega člena, nobena določba tega člena ne sme:

i) oprostiti podpisnice, navedene v odstavku a) tega člena, njenega deleža pri kakršnihkoli nepogodbenih obveznostih EUTELSAT-a, ki nastanejo zaradi dejanj ali opustitev dejanj pri izvajanju Konvencije in Sporazuma o delovanju, če so takšne obveznosti nastale po izstopu v skladu z odstavkom a) XVIII. člena Konvencije, vendar preden je generalni direktor prejel obvestilo o odločitvi o izstopu ali, po izstopu v skladu s pododstavkoma ii) in iii) odstavka b) XVIII. člena Konvencije, pred datumom začetka veljavnosti izstopa;

ii) odvzeti taki podpisnici nobene pravice, ki si jo je pridobila kot podpisnica in bi sicer veljala še po datumu začetka veljavnosti njenega izstopa ter zanjo podpisnica še ni prejela nadomestila v skladu s tem členom.

22. člen (Amandmaji)

a) Vsaka podpisnica ali skupščina pogodbenic lahko predlaga amandmaje k Sporazumu o delovanju. Sporočiti jih je treba generalnemu direktorju, ki jih nato takoj pošlje vsem pogodbenicam in podpisnicam.

b) Odbor podpisnic obravnava vsak predlagan amandma na svoji prvi redni seji po obvestilu generalnega direktorja ali na predčasni izredni seji, če je generalni direktor razposlal predlagani amandma najmanj devetdeset dni pred datumom začetka seje. Odbor podpisnic preuči vsa mnenja in priporočila, ki jih prejme od katerekoli pogodbenice ali skupščine pogodbenic o predlaganem amandmaju.

c) The Board of Signatories shall take decisions on each proposed amendment in accordance with the provisions for quorum and voting contained in Article XI of the Convention. It may modify any proposed amendment circulated in accordance with paragraph a) of this Article, and may also take decisions on any proposed amendment not so circulated but arising directly from a proposed amendment.

d) After approval by the Board of Signatories, the amendment shall enter into force ninety days after the Depositary has received notice of approval by two-thirds of those Signatories which, at the date of approval, were Signatories and then held at least two-thirds of the total investment shares. Upon its entry into force, the amendment shall become binding upon all Signatories. Notification of the approval of an amendment by a Signatory shall be given to the Depositary by the Party which designated the Signatory concerned. Such notification shall signify the acceptance of the amendment by that Party.

e) An amendment which has not entered into force under paragraph d) of this Article eighteen months after the date on which it was approved by the Board of Signatories shall be deemed null and void.

Article 23 (Entry into Force)

a) The Operating Agreement shall enter into force for a Signatory on the date on which the Convention enters into force under Article XXII of the Convention for the Party concerned that has designated that Signatory.

b) The Operating Agreement shall be applied provisionally for a Signatory during any period in which the Convention is applied provisionally under paragraph d) of Article XXII of the Convention for the Party that has designated that Signatory.

c) The Operating Agreement shall continue in force for as long as the Convention is in force.

Article 24 (Depositary)

a) The Depositary of the Convention shall be the Depositary of the Operating Agreement.

b) The Depositary shall send certified copies of the Operating Agreement to the Government of each of the States which were invited to attend the Plenipotentiary Conference on the definitive arrangements governing the European Telecommunications Satellite Organization "EUTELSAT", to the Government of any other State which signs or accedes to the Convention, to each Signatory and to the International Telecommunication Union.

c) The Depositary shall promptly inform all States which have signed or acceded to the Convention, all Signatories and the International Telecommunication Union of:

- i) any signature of the Operating Agreement;
- ii) the entry into force of the Operating Agreement;
- iii) the start and the end of any provisional application of the Operating Agreement under paragraph b) of Article 23 of the Operating Agreement;
- iv) the adoption and entry into force of any amendment to the Operating Agreement;
- v) any notification of withdrawal;
- vi) other notifications and communications relating to the Operating Agreement.

IN WITNESS WHEREOF the undersigned, duly authorized, have signed the Operating Agreement.

c) Odbor podpisnic sprejme sklep o vsakem predlaganem amandmaju v skladu z določbami o sklepčnosti in glasovanju, ki jih vsebuje XI. člen Konvencije. Lahko spremeni katerikoli predlagani amandma, ki je bil razposlan v skladu z odstavkom a) tega člena, in lahko tudi sprejme sklep o kateremkoli predlaganem amandmaju, ki ni bil razposlan, temveč izvira neposredno iz predlaganega amandmaja.

d) Po odobritvi odbora podpisnic začne amandma veljati devetdeset dni potem, ko depozitar prejme obvestilo o odobritvi od dveh tretjin podpisnic, ki so bile na dan odobritve podpisnice in so takrat imele najmanj dve tretjini skupnih investicijskih deležev. Ob začetku veljavnosti postane amandma obvezujoč za vse podpisnice. Obvestilo o tem, da je podpisnica odobrila amandma, izroči depozitarju pogodbenica, ki je imenovala zadevno podpisnico. Tako obvestilo pomeni, da je pogodbenica sprejela amandma.

e) Amandma, ki ne začne veljati v skladu z odstavkom d) tega člena osemnajst mesecev po datumu, ko ga odobri odbor podpisnic, se šteje, da je nič in neveljaven.

23. člen (Začetek veljavnosti)

a) Sporazum o delovanju začne za podpisnico veljati na dan, ko začne veljati Konvencija za zadevno pogodbenico, ki je imenovala to podpisnico, v skladu z XXII. členom Konvencije.

b) Sporazum o delovanju se za podpisnico uporablja začasno v vsakem obdobju, v katerem se v skladu z odstavkom d) XXII. člena Konvencije začasno uporablja Konvencija za zadevno pogodbenico, ki je imenovala to podpisnico.

c) Sporazum o delovanju velja, dokler velja Konvencija.

24. člen (Depozitar)

a) Depozitar Konvencije je tudi depozitar Sporazuma o delovanju.

b) Depozitar pošlje overjen izvod Sporazuma o delovanju vladi vsake od držav, ki so bile povabljene k sodelovanju na konferenci pooblaščenih predstavnikov o dokončnih ureditvah, ki urejajo Evropsko telekomunikacijsko satelitsko organizacijo "EUTELSAT", vladi vsake druge države, ki podpiše Konvencijo ali pristopi k njej, vsaki podpisnici in Mednarodni telekomunikacijski zvezi.

c) Depozitar nemudoma obvesti vse države, ki so podpisale Konvencijo ali k njej pristopile, vse podpisnice in Mednarodno telekomunikacijsko zvezo o:

- i) vsakem podpisu Sporazuma o delovanju;
- ii) začetku veljavnosti Sporazuma o delovanju;
- iii) začetku in prenehanju katerekoli začasne uporabe Sporazuma o delovanju v skladu z odstavkom b) 23. člena Sporazuma o delovanju;
- iv) sprejetju in začetku veljavnosti vsakega amandmaja k Sporazumu o delovanju;
- v) vsakem obvestilu o izstopu;
- vi) drugih obvestilih in sporočilih, ki se nanašajo na Sporazum o delovanju.

V POTRDITEV TEGA so pravilno pooblaščenji podpisniki podpisali Sporazum o delovanju.

Opened for signature at Paris this fifteenth day of July one thousand nine hundred and eighty two in the English and French languages, both texts being equally authentic, in a single original which shall be deposited with the Depository.

ANNEX A
(Transitional Provisions)

1. *Preparations for the first meeting of the Board of Signatories*

a) During the sixty-day period referred to in paragraph a) of Article XXII of the Convention, the Secretary General of INTERIM EUTELSAT shall prepare and convene the first meeting of the Board of Signatories.

b) Within three days after the date of entry into force of the Operating Agreement, the Secretary General of INTERIM EUTELSAT shall inform all Signatories of the arrangements made for the first meeting of the Board of Signatories, which shall be convened not more than thirty days after the date of entry into force of the Operating Agreement.

2. *Transfer of Signatories' Accounts*

Each Signatory to the Operating Agreement which was a signatory to the ECS Agreement shall be debited or credited in its account with EUTELSAT with the net amount of any sums due to or from that Signatory, from or to INTERIM EUTELSAT under the Provisional Agreement at the date of entry into force of the Operating Agreement.

3. *Financial adjustments between Signatories*

a) In accordance with Article 3 of the Operating Agreement, all assets of INTERIM EUTELSAT shall become assets of EUTELSAT on the date of entry into force of the Operating Agreement. They shall be deemed to have been entered in the EUTELSAT accounts on the same date on which they were entered in the INTERIM EUTELSAT accounts and to have been amortized as recorded in the INTERIM EUTELSAT accounts.

b) On the entry into force of the Operating Agreement, a valuation of the assets of EUTELSAT shall be made, as follows:

i) take the original cost of all assets as recorded in the INTERIM EUTELSAT accounts on the date of entry into force of the Operating Agreement, including any capitalized return or capitalized expenses;

ii) first deduct from that amount the accumulated amortization as recorded in the INTERIM EUTELSAT accounts on the date of entry into force of the Operating Agreement;

iii) then deduct the amount of any loans and other accounts payable by INTERIM EUTELSAT on the date of entry into force of the Operating Agreement.

c) On the entry into force of the Operating Agreement, financial adjustments shall be made between Signatories, through EUTELSAT, on the basis of the valuation made under subparagraph b) of this paragraph. The amounts of such financial adjustments shall be determined for each Signatory by applying to such valuation:

i) for each Signatory which was a signatory to the ECS Agreement, the difference, if any, between its initial investment share determined under Article 6 and Annex B of the Operating Agreement and the final financial share that Signatory held in its capacity as a signatory to the ECS Agreement;

Na voljo za podpis v Parizu petnajstega julija tisoč devetsto dvainosemdeset v angleškem in francoskem jeziku. Obe besedili sta enako verodostojni, v enem izvorniku, ki je shranjen pri depozitarju.

PRILOGA A
(Prehodne določbe)

1. *Priprave na prvo zasedanje odbora podpisnic*

a) V šestdesetdnevem roku, ki je naveden v odstavku a) XXII. člena Konvencije, generalni sekretar INTERIM EUTELSAT-a pripravi in skliče prvo zasedanje odbora podpisnic.

b) V treh dneh po začetku veljavnosti Sporazuma o delovanju obvesti generalni sekretar INTERIM EUTELSAT-a vse podpisnice o pripravah na prvo zasedanje odbora podpisnic, ki bo sklicano v tridesetih dneh po datumu začetka veljavnosti Sporazuma o delovanju.

2. *Prenos na račune podpisnic*

Račun vsake podpisnice Sporazuma o delovanju, ki je bila podpisnica Sporazuma ECS, pri EUTELSAT-u bo obremenjen ali bodo nanj v dobro nakazani neto zneski vseh vsot, ki jih podpisnici dolguje INTERIM EUTELSAT ali jih sama dolguje INTERIM EUTELSAT-u, v skladu z Začasnim sporazumom na dan začetka veljavnosti Sporazuma o delovanju.

3. *Finančne poravnave med podpisnicami*

a) V skladu s 3. členom Sporazuma o delovanju postane vse premoženje INTERIM EUTELSAT-a na dan začetka veljavnosti Sporazuma o delovanju premoženje EUTELSAT-a. Šteje se, da je premoženje vknjiženo na EUTELSAT-ove račune na isti dan, kot je bilo vknjiženo na račune INTERIM EUTELSAT-a, in da je bilo amortizirano, kot je knjiženo na INTERIM EUTELSAT-ovih računih.

b) Ob začetku veljavnosti Sporazuma o delovanju se EUTELSAT-ovo premoženje ovrednoti takole:

i) vzame se originalna vrednost vsega premoženja, kot je bila knjižena na INTERIM EUTELSAT-ovih računih na dan začetka veljavnosti Sporazuma o delovanju, vključno z vsemi kapitalskimi donosi ali kapitalskimi izdatki;

ii) od tega zneska se najprej odšteje akumulirana amortizacija, kot je knjižena na INTERIM EUTELSAT-ovih računih na dan začetka veljavnosti Sporazuma o delovanju;

iii) potem se odšteje znesek vseh posojil in drugih računov, ki jih mora plačati INTERIM EUTELSAT na dan začetka veljavnosti Sporazuma o delovanju.

c) Na dan začetka veljavnosti Sporazuma o delovanju se izvedejo finančne poravnave med podpisnicami v okviru EUTELSAT-a na podlagi vrednotenja, opravljenega v skladu s pododstavkom b) tega odstavka. Zneski takšnih finančnih poravnav se določijo za vsako podpisnico tako, da se pri takem vrednotenju upošteva:

i) za vsako podpisnico, ki je bila podpisnica Sporazuma ECS, razlika, če obstaja, med njenim začetnim investicijskim deležem, določenim v skladu s 6. členom in Prilogo B k Sporazumu o delovanju, in končnim finančnim deležem, ki ga je imela podpisnica sama kot podpisnica Sporazuma ECS;

ii) for each Signatory which was not a signatory to the ECS Agreement, its initial investment share determined under Article 6 and Annex B of the Operating Agreement.

4. Buy-out

a) As soon as practicable after the entry into force of the Operating Agreement, the Board of Signatories shall decide how to compensate those signatories to the ECS Agreement for which the Operating Agreement has neither entered into force nor been applied provisionally.

b) The compensation for any such signatory to the ECS Agreement shall be decided by the Board of Signatories and shall not exceed the amount determined as follows:

i) multiply the amount established from the valuation made under subparagraph b) of paragraph 3 of this Annex by the financial share that signatory to the ECS Agreement held on the entry into force of the Operating Agreement;

ii) from the resulting product deduct any amounts due from that signatory on the date of entry into force of the Operating Agreement.

c) No provision of this paragraph shall:

i) relieve a signatory to the ECS Agreement described in subparagraph a) of this paragraph of its share of any obligations incurred by or on behalf of the signatories to the ECS Agreement collectively as the result of acts or omissions in the implementation of the Provisional Agreement or the ECS Agreement before the date of entry into force of the Operating Agreement;

ii) deprive such signatory to the ECS Agreement of any rights acquired by it, in its capacity as such, which would otherwise continue after the termination of the ECS Agreement and for which the signatory has not already been compensated under this paragraph.

5. Compensation due to Signatories of countries not suitably covered by the Satellite Multiservice Systems

As soon as possible after the entry into force of the Operating Agreement, the Board of Signatories shall decide how to continue to apply the principles adopted by INTERIM EUTELSAT for compensation related to the first generation of Satellite Multiservice Systems.

ii) za vsako podpisnico, ki ni bila podpisnica Sporazuma ECS, njen začetni investicijski delež, določen v skladu s 6. členom in Prilogo B k Sporazumu o delovanju.

4. Odkup

a) Odbor podpisnic takoj, ko je to mogoče, po začetku veljavnosti Sporazuma o delovanju določi, kako odškodovati tiste podpisnice sporazuma ECS, za katere niti ni začel veljati Sporazum o delovanju niti ni bil uporabljen začasno.

b) Kompenzacijo za vsako takšno podpisnico Sporazuma ECS določi odbor podpisnic in ne sme presežati zneska, ki se določi takole:

i) znesek, ugotovljen z vrednotenjem v skladu s pododstavkom b) tretjega odstavka te priloge, se pomnoži s finančnim deležem, ki ga je imela podpisnica Sporazuma ECS na dan začetka veljavnosti Sporazuma o delovanju;

ii) od dobljenega zmnožka se odštejejo vsi zneski, ki jih ta podpisnica dolguje na dan začetka veljavnosti Sporazuma o delovanju.

c) Nobena določba tega odstavka ne sme:

i) oprostiti podpisnice Sporazuma ECS, kot je opisano v pododstavku a) tega odstavka, njenega deleža pri katerikoli obveznosti, ki je nastala zaradi podpisnice Sporazuma ECS ali na njen račun skupaj kot rezultat dejanj ali opustitev dejanj pri izvajanju Začasnega sporazuma ali Sporazuma ECS pred datumom začetka veljavnosti Sporazuma o delovanju;

ii) vzeti taki podpisnici Sporazuma ECS nobene pravice, ki jo je pridobila kot podpisnica in bi sicer še veljala po poteku Sporazuma ECS ter za katero podpisnica še ni bila odškodovana v skladu s tem odstavkom.

5. Nadomestila podpisnicam držav, ki jih satelitski večstoritveni sistemi ne pokrivajo ustrezno

Odbor podpisnic odloči čim prej po začetku veljavnosti Sporazuma o delovanju, kako nadalje uporabljati načela, ki jih je sprejel INTERIM EUTELSAT za nadomestila v zvezi s prvo generacijo satelitskih večstoritvenih sistemov.

ANNEX B

(Initial Investment Shares)

1. The initial investment share of a Signatory of one of the States listed below shall be equivalent to the financial share that the signatory to the ECS Agreement which was under the jurisdiction of that State held on the date of entry into force of the Convention. Provided there is no change in the financial shares of signatories to the ECS Agreement before the entry into force of the Operating Agreement, the initial investment shares of the Signatories of the States listed below shall be as follows:

AUSTRIA	1.97%
BELGIUM	4.92%
CYPRUS	0.97%
DENMARK	3.28%
FINLAND	2.73%
FRANCE	16.40%
GERMANY (Federal Republic)	10.82%
GREECE	3.19%
IRELAND	0.22%
ITALY	11.48%

PRILOGA B

(Začetni investicijski deleži)

1. Začetni investicijski delež podpisnice iz ene od spodaj navedenih držav mora biti enak finančnemu deležu, ki ga je imela podpisnica Sporazuma ECS, ki je bila pod jurisdikcijo te države na dan začetka veljavnosti Konvencije. Če ni sprememb v finančnih deležih podpisnic Sporazuma ECS pred začetkom veljavnosti Sporazuma o delovanju, so začetni investicijski deleži podpisnic iz spodaj navedenih držav taki:

AVSTRIJA	1,97%
BELGIJA	4,92%
CIPER	0,97%
DANSKA	3,28%
FINSKA	2,73%
FRANCIJA	16,40%
NEMČIJA (ZVEZNA REP.)	10,82%
GRČIJA	3,19%
IRSKA	0,22%
ITALIJA	11,48%

LUXEMBOURG	0.22%	LUKSEMBURG	0,22%
NETHERLANDS	5.47%	NIZOZEMSKA	5,47%
NORWAY	2.51%	NORVEŠKA	2,51%
PORTUGAL	3.06%	PORTUGALSKA	3,06%
SPAIN	4.64%	ŠPANIJA	4,64%
SWEDEN	5.47%	ŠVEDSKA	5,47%
SWITZERLAND	4.36%	ŠVICA	4,36%
TURKEY	0.93%	TURČIJA	0,93%
UNITED KINGDOM	16.40%	ZDRUŽENO KRALJESTVO	16,40%
YUGOSLAVIA	0.96%	JUGOSLAVIJA	0,96%

2. The initial investment share of a Signatory which is not listed in paragraph 1 of this Annex and which signs the Operating Agreement before entry into force shall be 0.05 per cent.

3. Upon the entry into force of the Operating Agreement and subsequently upon its entry into force for a new Signatory or upon the effective date of withdrawal of a Signatory, the investment shares of Signatories shall be determined by adjusting the initial investment shares of Signatories proportionately so that the sum of all investment shares amounts to 100 per cent, but investment shares of 0.05 per cent determined in accordance with paragraph g) of Article 6 of the Operating Agreement or paragraph 2 of this Annex shall not be modified.

4. The initial investment share of any Signatory which is not listed in paragraph 1 of this Annex and which signs the Operating Agreement after its entry into force, and the initial investment share of any Signatory which is listed in paragraph 1 of this Annex and which signs the Operating Agreement more than two years after its entry into force, shall be determined by the Board of Signatories. In its determination, the Board of Signatories shall take into account all relevant economic, technical and operational considerations affecting the potential Signatory together with its documented request.

2. Začetni investicijski delež podpisnice, ki ni navedena v prvem odstavku te priloge in podpiše Sporazum o delovanju pred začetkom veljavnosti, je 0,05 odstotka.

3. Ob začetku veljavnosti Sporazuma o delovanju in nato pa ob začetku veljavnosti za novo podpisnico ali na datum začetka veljavnosti izstopa podpisnice se določijo investicijski deleži podpisnic s poravnavo začetnega investicijskega deleža podpisnic sorazmerno tako, da vsota vseh investicijskih deležev znaša 100 odstotkov, investicijski deleži po 0,05 odstotka, določeni v skladu z odstavkom g) 6. člena Sporazuma o delovanju ali drugim odstavkom te priloge, pa se ne spremenijo.

4. Začetni investicijski delež katerekoli podpisnice, ki ni našeta v prvem odstavku te priloge in podpiše Sporazum o delovanju po začetku njegove veljavnosti, in začetni investicijski delež katerekoli podpisnice, ki je našeta v prvem odstavku te priloge in podpiše Sporazum o delovanju več kot dve leti po začetku veljavnosti, določi odbor podpisnic. Pri svojem določanju odbor podpisnic upošteva vse ustrezne ekonomske, tehnične in operativne podatke, ki vplivajo na morebitno podpisnico, skupaj z njenim dokumentiranim zahtevkom.

3. člen

Za izvajanje sporazuma skrbi Ministrstvo za promet in zveze.

4. člen

Ta uredba začne veljati naslednji dan po objavi v Uradnem listu Republike Slovenije – Mednarodne pogodbe.

Št. 340-07/97-7 (T1)

Ljubljana, dne 2. oktobra 1997

Vlada Republike Slovenije

dr. Janez Drnovšek l. r.
Predsednik

VSEBINA

Stran

61. Uredba o ratifikaciji Sporazuma o delovanju evropske telekomunikacijske satelitske organizacije EUTELSAT	1525
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Prof. dr. Ljubo Bavcon
in sodelavci
Marko Bošnjak, prof. dr. Franc Brinc, mag. Matjaž Jager,
prof. dr. Davor Krapac, prof. dr. Darko Maver

MEDNARODNO KAZENSKO PRAVO

Policija, ministrstvo za pravosodje, državno tožilstvo in sodišča se pogosto srečujejo s kazenskimi zadevami, ki so kakorkoli povezane s tujino, pri tem pa jih vežejo bilateralne, multilateralne, regionalne ali globalne mednarodne pogodbe. Zato je treba poznati to specifično pravno področje, ki mu rečemo mednarodno kazensko pravo.

To je bilo izhodišče avtorjev pri pripravi zbornika, ki poskuša predstaviti bistveno vsebino domačih in mednarodnih norm kazenskopravne narave in jih povezati v sistematično celoto. Njegov namen pa je tudi spodbuda državi Sloveniji, da bi se ustvarjalno vključila v prizadevanja za nadaljnji razvoj mednarodnega kazenskega prava. Slovenija je pač majhna država in se z drugimi ne more kosati na ravni fizične, gospodarske, vojaške ali politične moči. Pravo nasploh pa je orožje šibkejših, kar velja tudi za mednarodno pravo in njegov kazenski vidik.

Vsebino knjige sestavljajo štirje deli: obseg in pojem mednarodnega kazenskega prava, mednarodno materialno kazensko pravo, mednarodno kazensko procesno pravo in mednarodno kazensko organizacijsko in izvršilno pravo.

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