

Contribution of  
Director General

IAC-26-11E W/03/26  
26 February 2026

**REPORT OF THE DIRECTOR GENERAL ON THE TEMPLATE PUBLIC SERVICES  
AGREEMENT WITH OTHER ENTITIES**

**I. EXECUTIVE SUMMARY**

1. The AP-41 Working Group (WG) recommended, under TOR 3, that the Director General submit an updated Template Public Services Agreement (PSA) to the Assembly of Parties, for use with entities other than Intelsat/SES, should it become necessary to invoke the provisions of Article XII(c)(ii) of the ITSO Agreement. The WG further recommended that the work previously done with regard to developing a template for a PSA with an operator other than Intelsat, as contained in AP-38-14, should serve as the basis for formal adoption of such a PSA at AP-42. The Director General believes that the Template PSA, as presented to AP-38, with minor revisions as contained in Attachment 1, referred to as “Updated Template PSA”, would serve as an appropriate basis for any agreement that may in the future be entered into between ITSO and another operator authorized pursuant to Article XII(c)(ii) of the ITSO Agreement.<sup>1</sup>

**II. BACKGROUND**

2. The original PSA previously entered into between ITSO and the Company in 2001 established the overall framework for the Company’s attainment of the Core Principles and ITSO’s role in supervising those activities. It was tailored specifically to the unique historical relationship between ITSO and the Company and, therefore, some of the provisions contained in the 2001 PSA would not necessarily be relevant or applicable in the case of an operator other than the Company operating a satellite pursuant to operation of Article XII(c)(ii) of the ITSO Agreement. Moreover, given the time elapsed since the original PSA was executed, certain of its provisions would not be applicable in the case of the execution of a template PSA with an entity other than the Company. As such, it is important to develop a template PSA that would be tailored to the specific needs of an operator other than the Company utilizing a Common Heritage orbital location arising under Article XII(c)(ii) of the ITSO Agreement.

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<sup>1</sup> For clarity and consistency in this document, references to the counterparty to the existing PSA will be to “the Company”, rather than referring to Intelsat and/or SES. Similarly, the PSA entered into between ITSO and the Company will be referred to as the “PSA” while the PSA that would be entered into between ITSO and an operator other than the Company, in a manner consistent with Article XII(c)(ii) of the ITSO Agreement, will be referred to as the “Template PSA”.

### III. DISCUSSION

3. The WG recommended that the Director General submit an updated Template PSA to the Assembly of Parties for use with entities other than Intelsat/SES should it become necessary to invoke the provisions of Article XII(c)(ii) of the ITSO Agreement. The WG further recommended that the work previously done with regard to developing a template for a PSA with an operator other than Intelsat, as contained in AP-38-14, should serve as the basis for formal adoption of such a PSA at AP-42.

4. The Director General believes that the proposed Template PSA submitted for consideration at AP-38 remains an appropriate framework for any agreement that would need to be entered into between ITSO and an operator other than the Company. While two substantive revisions are recommended based on developments since AP-38, the previously developed Template PSA otherwise remains a valid and appropriate basis for such negotiation.

5. Given the comprehensive explanation presented in AP-38-14 regarding the text of the proposed Template PSA and how it differed from the terms of the PSA with the Company, it is not necessary to repeat that in great details in this document. The following provides a brief summary of the major changes from the original PSA that are recommended for inclusion in the Template PSA.

- i. There is a need to modify the prefatory clauses at the beginning of the template PSA, as much of the history of the Intelsat restructuring currently reflected therein would not be relevant in the case of a template PSA with a new operator, while inclusion of some reference to adoption of Article XII(c)(ii) would seem appropriate.
- ii. Some adjustment to the manner in which the Core Principles are described would be required, particularly in cases where the PSA applies only to a single satellite. In such circumstances, the obligation to provide global coverage and connectivity should be rephrased to one of contributing to the provision of global coverage and connectivity, particularly since it is technically not possible to provide global coverage and connectivity from a single orbital location. This should not affect, however, the obligation to provide nondiscriminatory access, which should definitely remain as stated in the PSA with Intelsat.
- iii. Given that the LCO contracts are no longer in existence, specific references to those contracts would no longer be necessary and can be deleted, while preserving the more general obligation for any operator to meet the needs of lifeline countries and lifeline users. The need for some additional language for this purpose is addressed below.
- iv. A specifically tailored dispute resolution mechanism would be required, such that it would only need to be invoked in the context of a determination by ITSO not to continue the PSA and the basis upon which this could be adjudicated through an arbitration proceeding.
- v. Lastly, the financial arrangements would need to be specific in nature, including the Contingency Fund, and also tied to the number of satellites to which the PSA would apply.

6. The Director General believes that two more substantive revisions to the Template PSA as submitted to AP-38 would be appropriate at this time.<sup>2</sup>

7. The first revision concerns language addressing the ongoing obligation of the operator to expand service to lifeline countries and to maintain service to lifeline users. In the version of the Template PSA submitted to AP-38, in Section 2.01, which describes the nature of the Public Service Obligations, the language in Section 2.01(ii) requiring that the operator “honors its obligations under the LCO Contracts” was deleted, but no substitute language was provided. The Director General believes that the following language, which tracks language found in Articles XII(e)(iii) and (e)(iv) of the ITSO Agreement, should be inserted in place of the deletion, so that the continuing obligation with respect to lifeline countries and users is properly and clearly articulated: *“honors its obligations to expand access to lifeline countries and maintain service to lifeline users”*. This change would then require minor adjustment to the numbering of the sub-elements under Section 2.01 of the Template PSA and to the text of Section 3.03(i) as well, and to the insertion in the definitions in Attachment A (noting that deletion of the definitions of LCO Contract, LCO Customer and LCO Obligation had previously occurred) of a definition for the defined term *“Lifeline User Obligations which shall mean the obligations to expand access to lifeline countries and maintain service to lifeline users.”*

8. The second revision concerns the addition of specific language within Article 6 of the Template PSA, allowing for use of the Expedited Procedure Rules now contained within the Rules of Arbitration of the International Chamber of Commerce (“ICC”). The provision, effective as of March 1, 2017, for expedited arbitration under the ICC Rules of Arbitration is a development adopted by the ICC long after the PSA was signed, and it simplifies and expedites the conduct of any arbitration proceeding by providing for a streamlined arbitration with reduced scales of fees. Based upon some of the difficulties encountered by ITSO in connection with the arbitration proceeding initiated against Intelsat in 2019, the Director General believes that formal recognition of the expedited arbitration procedures would be desirable. As such, the Director General recommends the insertion, as the first sentence in Article 6.05, the following text: *“The parties agree, pursuant to Article 30(2)(b) of the Rules of Arbitration of the International Chamber of Commerce, that the Expedited Procedure Rules shall apply irrespective of the amount in dispute.”*

9. Some other minor corrections need to be made as well, including insertion of the name of the entity signing the Template PSA throughout the document and insertion of the current contact details for ITSO and the entity signing the Template PSA in Article 8 of the Template PSA.

10. Lastly, one issue that was not previously addressed is in regard to how a Template PSA with an entity other than the Company would relate to the current PSA with the Company, including a means for resolving any potential conflicts between the two operators, as well as the manner for determining how joint funding would be handled with respect to satisfying minimum operational funding requirements. While not necessarily relevant to the text of the Template PSA,

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<sup>2</sup> Additional changes to the Template PSA submitted to AP-38 are included in track changes in Attachment 2 of this document.

these matters must be addressed when a Template PSA is actually executed with an operator other than the Company.

#### **IV. CONCLUSION**

11. The Director General intends to recommend that the Assembly of Parties approve the Updated Template PSA set forth in Attachment No 1. to be used in connection with the implementation of amended Article XII (c)(ii); that the Assembly of Parties authorizes the Director General to enter into such public services agreements, when and if needed, in instances involving Intelsat's waiver of any Common Heritage frequency assignments; and that the Assembly of Parties authorizes the Director General to convene an Extraordinary Assembly of Parties whenever any issues arise that would require the prior approval of the Assembly of Parties in connection with the implementation of Article XII(c)(ii) of the ITSO Agreement.

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**UPDATED TEMPLATE PSA  
(FROM AP-38-14 ATTACHMENT NO.1)**

**PUBLIC SERVICES AGREEMENT (PSA)**

THIS PUBLIC SERVICES AGREEMENT (the “PSA”) is hereby entered into as of \_\_\_\_\_, 201\_\_ by and between THE INTERNATIONAL TELECOMMUNICATIONS SATELLITE ORGANIZATION (“ITSO”), established by the Agreement Relating to the International Telecommunications Satellite Organization on August 20, 1971, as amended, and the following Entity (ies), hereinafter (collectively) referred to as “\_\_\_\_\_”.

**WITNESSETH:**

WHEREAS, the 24<sup>th</sup> Assembly of Parties decided that ITSO should be restructured as a private entity, with a supervisory intergovernmental organization to protect lifeline connectivities and users;

WHEREAS, Article XII(c)(ii) of the ITSO Agreement has been subsequently amended with regard to specification of the circumstances in which ITSO may enter into a Public Service Agreement with entities other than Intelsat, in order to assure the continued utilization of the frequency assignments associated with orbital locations that comprise the ITSO Common Heritage, as defined in the ITSO Agreement (hereinafter “CH Orbital Locations and Frequency Assignments”);

WHEREAS, the commitments made by \_\_\_\_\_ in this PSA are essential to ITSO’s continued ability to assure satisfaction of the Core Principles established in the ITSO Agreement, which ability was a prerequisite to the 24<sup>th</sup> Assembly of Parties’ decision to restructure ITSO.

WHEREAS, the United States, having been designated as a Notifying Administration under Article XII of the ITSO Agreement, has imposed pursuant to Section 316 of the U.S. Communications Act, with regard to each of the licenses it has issued to Intelsat with respect to the CH frequency assignments associated with orbital locations, the condition that the U.S. Federal Communications Commission may only license such CH frequency assignments associated with orbital locations to entities that have entered into a Public Services Agreement with ITSO;

WHEREAS, ITSO and \_\_\_\_\_ have agreed to enter into this PSA, concerning \_\_\_\_\_’s utilization of ITSO’s CH frequency assignments associated with orbital locations set forth in Annex B, subject to \_\_\_\_\_’s provision, on a non-discriminatory commercial basis, of public international telecommunications services throughout the geographic coverage areas visible from satellites utilizing those CH frequency assignments associated with orbital locations, including by maintaining global connectivity and coverage to the maximum extent possible on such satellites, such obligations hereinafter collectively referred to as the “Public Service Obligations”;

WHEREAS, in performing such Public Service Obligations, \_\_\_\_\_ shall be subject to applicable national law; and

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WHEREAS, ITSO and \_\_\_\_\_ acknowledge the importance of maintaining the Public Service Obligations and that the agreement of \_\_\_\_\_ in assuming the Public Service Obligations is in furtherance of that acknowledgment.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein, and subject to and on the terms and conditions herein set forth, the parties hereto agree as follows:

ARTICLE 1  
DEFINITIONS

1.01. Unless otherwise specifically provided, defined terms shall have the respective meanings assigned to them in Annex A.

1.02. The words “hereof”, “herein”, and “hereunder” and words of similar import, when used in this PSA, shall refer to this PSA as a whole and not to any particular provision of this PSA.

ARTICLE 2  
HONORING THE PUBLIC SERVICE OBLIGATIONS

2.01. \_\_\_\_\_ shall provide international public telecommunications services on a commercial basis in a manner consistent with the following Public Service Obligations, which shall be deemed to have been met if \_\_\_\_\_:

- (i) maintains global connectivity and coverage by providing, to the maximum extent possible:
  - (a) the capability for any country or territory, through the use of satellites utilizing the CH frequency assignments associated with orbital locations set forth in Annex B, to connect with any other country or territory; and
  - (b) continuity of service to all customers that had received service on satellites previously deployed at those locations; and
- (ii) (ii) honors its Lifeline User Obligations to expand access to lifeline countries and maintain service to lifeline users; and
- (iii) provides non-discriminatory access through the use of the CH frequency assignments associated with orbital locations set forth in Annex B.

Subject only to Article 7 herein, the provision of international public telecommunications services on a commercial basis, in a manner consistent with the Public Service Obligations, is not met if any country or territory within the geographic coverage area of the CH frequency assignments associated with orbital locations set forth in Annex B is denied full and complete access to all services provided by \_\_\_\_\_ on any ground other than a commercial basis.

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2.02. For purposes of this PSA, the following terms shall have the meanings ascribed to them below:

- (i) “CH frequency assignments associated with orbital locations” shall mean those orbital location(s) and frequency assignments set forth in Annex B.
- (ii) “On a commercial basis” shall mean in accordance with usual and customary commercial practice in the telecommunications industry.
- (iii) “Global connectivity” shall mean the interconnection capabilities available to \_\_\_\_\_’s customers through the global coverage \_\_\_\_\_ provides in order to make communication possible within and between the five ITU regions defined by the Plenipotentiary Conference of the International Telecommunication Union, held in Montreux in 1965.
- (iv) “Global coverage” shall mean the maximum geographic coverage of the earth towards the northernmost and southernmost parallels visible from satellites deployed in geostationary orbital locations.
- (v) “Non-discriminatory access” shall mean fair and equal opportunity to access all satellite services on those satellites set forth in Annex B.

2.03. In performing its Public Service Obligations, \_\_\_\_\_ shall be subject to applicable national law. In the event \_\_\_\_\_ reasonably believes the application of national law, or proposed changes to national law, will prevent \_\_\_\_\_ from complying with the Public Service Obligations, \_\_\_\_\_ shall, on a commercial basis, use its best efforts to mitigate the adverse consequences of such law to the extent permitted under law.

ARTICLE 3  
SUPERVISORY ROLE OF ITSO

3.01. ITSO is entitled to review and assess the performance by \_\_\_\_\_ of the Public Service Obligations.

3.02. In its supervisory role, ITSO shall:

- (i) ensure that \_\_\_\_\_ honors the Public Service Obligations defined in Article 2; for such purpose, ITSO receives reports, and if necessary, makes recommendations or takes any other appropriate action in connection with \_\_\_\_\_’s performance of the Public Service Obligations;
- (ii) be provided with proper notification and consultation on ITU satellite system coordinations that are undertaken regarding \_\_\_\_\_’s utilization of the CH frequency assignments

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associated with orbital locations set forth in Annex B, in order to assure that global connectivity and coverage are maintained as specified in 2.01(i) above; and

- (iii) assist \_\_\_\_\_'s customers using CH frequency assignments associated with orbital locations set forth in Annex B with disputes as described in 4.01. and 4.02 below.

3.03. For the purpose of enabling ITSO to review and take appropriate steps in connection with \_\_\_\_\_'s compliance with its Public Service Obligations, \_\_\_\_\_ shall provide ITSO with the following:

- (i) annually, or more frequently as necessary, reports containing sufficient information to demonstrate that \_\_\_\_\_ is meeting its global coverage and connectivity commitment, Lifeline User Obligations and is providing nondiscriminatory access to the satellite(s) utilizing the CH frequency assignments associated with orbital locations set forth in Annex B;
- (ii) copies of publicly available information contained in documents submitted to regulatory authorities and public financial statements immediately following their release;
- (iii) detailed information regarding the upcoming three years of its intended utilization of the CH frequency assignments associated with orbital locations set forth in Annex B;
- (iv) advice on any events or decisions, which could, in the judgment of \_\_\_\_\_, materially impair its ability to meet the Public Service Obligations, which advice will be provided in a sufficiently timely manner to enable ITSO to take appropriate action;
- (v) in the event \_\_\_\_\_ is notified of a complaint lodged with ITSO on a failure of \_\_\_\_\_ to meet its Public Service Obligations, information that enables ITSO to carry out its dispute resolution responsibilities, which information will be provided to the Director General, provided, however, such information (a) only relates to the facts of the particular complaint under consideration, and (b) is provided only to the extent provision of such information is not prohibited under any law or regulation applicable to \_\_\_\_\_; and
- (vi) in the event \_\_\_\_\_ is unable to comply, or believes there may be a significant likelihood of its inability to comply, with the Public Service Obligations due to any Party's regulatory constraints, this shall be reported to ITSO as soon as possible for ITSO to take appropriate action.

3.04. Notwithstanding anything to the contrary contained herein, should any dispute of a noncommercial nature arise between \_\_\_\_\_ and a customer, pending the final resolution of said dispute, \_\_\_\_\_ shall use its best efforts to continue to provide services to said customer.

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ARTICLE 4

ROLE OF ITSO IN RESOLUTION OF CUSTOMER DISPUTES

4.01. At the request of a customer of \_\_\_\_\_ being provided capacity on any satellite utilizing the CH frequency assignments associated with orbital locations set forth in Annex B, ITSO may assist in the resolution of disputes related to any use of such capacity by advising the customer as to possible methods of resolving such dispute.

4.02. ITSO may also assist by conciliating any such disputes between \_\_\_\_\_ and a customer. \_\_\_\_\_ shall cooperate with ITSO in the performance of ITSO's role by ensuring that its officers and employees are available to meet at such times and places as are mutually convenient to them and the representatives of ITSO and the customer.

ARTICLE 5

CONFIDENTIALITY

Each party to this PSA shall keep strictly confidential, and will cause its officers, employees, representatives of parties, and any of its advisors, consultants, contractors, counsel, accountants or other authorized representatives ("Representatives") to keep strictly confidential, all information and documents obtained from the other party or such other party's officers, employees or Representatives pursuant to this PSA. Each party to this PSA and its respective Representatives need not keep strictly confidential any such information or documents that (i) were already known to it, (ii) becomes available to it from other sources not known by it to be bound by a confidentiality obligation, (iii) are independently acquired by it as a result of work carried out by any employee or Representative of it to whom no disclosure of such information has been made, (iv) are disclosed with the prior written approval of the other party to this PSA, or (v) are or become readily ascertainable from published information or trade sources.

ARTICLE 6

GOVERNING LAW AND DISPUTE RESOLUTION

6.01. This PSA shall be governed by, and construed in accordance with, the laws of the District of Columbia.

6.02. The parties to this PSA shall attempt in good faith to resolve any dispute between them relating to or arising out of this PSA by negotiation. If ITSO determines that \_\_\_\_\_ has breached any of its obligations under this PSA and is unable to resolve the matter to its satisfaction with \_\_\_\_\_ through informal means, ITSO may notify \_\_\_\_\_, in writing, that it wishes to meet with management representatives or the board of directors of \_\_\_\_\_ to discuss the alleged default. \_\_\_\_\_ shall agree to such meetings, at the mutual convenience of the parties, within a reasonable time from the date of the request, not to exceed 30 days for a meeting with management

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representatives, and by the next regularly scheduled meeting of the board of directors for a meeting with the directors.

6.03. In the event that any dispute, controversy or claim between the parties to this PSA arising out of or relating to this PSA that is not resolved through negotiation as provided for in 6.02, ITSO shall have the right, subject to Section 6.04 below, to terminate this PSA by providing \_\_\_\_\_ with written notification of ITSO's intention to terminate the PSA. Following receipt of the written notification, \_\_\_\_\_ shall cease its utilization of the CH frequency assignments associated with orbital locations set forth in Annex B within sixty (60) calendar days. At the same time that notification of termination is provided to \_\_\_\_\_, ITSO shall also provide written notification of its intent to terminate this PSA to the Notifying Administration for those CH frequency assignments associated with orbital locations set forth in Annex B to this PSA.

6.04. If \_\_\_\_\_ desires to dispute a termination notification provided to it by ITSO pursuant to Section 6.03 above, \_\_\_\_\_ shall have the right to seek settlement of the dispute by arbitration, by filing a notice of arbitration within thirty (30) calendar days of its receipt of ITSO's notification of intention to terminate the PSA. If such notice is submitted, it shall have the effect of delaying the effectiveness of ITSO's termination notification until the conclusion of the arbitration proceeding. The place of arbitration shall, unless otherwise agree by the parties, be the city in which ITSO's headquarters is located. The arbitration shall be conducted in accordance with the rules of the court of arbitration of the International Chamber of Commerce (ICC). The arbitration shall be the sole and exclusive forum for resolution of such dispute, controversy or claim. The award rendered shall either be a determination that ITSO has properly terminated the PSA and therefore the termination notice shall be effective as of the date of the arbitration decision, or a determination that ITSO did not properly terminate the PSA and therefore the termination notification is rescinded. This decision shall be final and binding on the parties without need for further action on the part of the prevailing party.

6.05. The parties agree, pursuant to Article 30(2)(b) of the Rules of Arbitration of the International Chamber of Commerce, that the Expedited Procedure Rules shall apply irrespective of the amount in dispute.

6.06 The parties agree that there shall ordinarily be only one arbitrator, to be selected by mutual agreement within 30 days of delivery of notice pursuant to 6.03. Failing such agreement, the arbitrator shall be selected by the ICC. Prior to the commencement of an arbitration, the parties may agree that there should be three arbitrators. In the event the parties agree that there will be three arbitrators, one shall be appointed by the party asserting a claim against the other party, one shall be appointed by the party against whom a claim has been asserted, and the third shall be selected by mutual agreement within thirty (30) days of the selection of the second arbitrator. If the parties fail to agree on the third arbitrator within such 30-day period, then the third arbitrator shall be selected by the ICC. In the event the party against whom a claim has been asserted fails to appoint the second arbitrator within 20 days after the first arbitrator is appointed by the party asserting a claim, then the ICC shall select the second and third arbitrators.

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6.07. The award issued by the arbitrator(s) shall be in writing, and shall state the reasons upon which such award is based.

6.08 ITSO shall be reimbursed for all reasonable costs it has incurred in connection with its defense of the arbitration proceeding or it has incurred in connection with its termination of the PSA from funds that have been deposited in the contingency fund account established pursuant to Article 13 of this PSA.

ARTICLE 7  
FORCE MAJEURE

No delay or failure by either party in performing any of its obligations referred to in this PSA shall constitute a breach of this PSA nor give rise to any claim or action against it to the extent that such delay or failure is caused by a force majeure. If either party is unable to carry out any of such obligations by reason of a force majeure, it shall promptly advise the other party thereof in writing.

ARTICLE 8  
NOTICES

All notices or other communications hereunder shall be deemed to have been duly given and made if served by personal delivery upon the party for whom it is intended, or if delivered to the address set forth below or such other address as may be designated in writing hereafter, by registered or certified mail, return receipt requested, or by a national or international courier service.

To ITSO:  
4400 Jenifer Street, NW  
Suite# 333  
Washington, D.C. 20015  
Telephone: 202-243-5034  
Attention: Director General

To \_\_\_\_\_:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone:  
Attention:

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ARTICLE 9  
AMENDMENT

Any provision of this PSA may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the parties hereto, or in the case of a waiver, by the party against whom the waiver is to be effective.

AMENDMENT

Any provision of this PSA may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the parties hereto, or in the case of a waiver, by the party against whom the waiver is to be effective.

ARTICLE 10  
ASSIGNMENT

No party to this PSA may assign any of its rights or obligations under this PSA without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld. Any attempted assignment in contravention hereof shall be null and void.

ARTICLE 11  
ENTIRE AGREEMENT

This PSA contains the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, between the parties with respect to such matter.

ARTICLE 12  
SUCCESSORS AND ASSIGNS

This PSA shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and the permitted assigns of \_\_\_\_\_. Nothing in this PSA, express or implied, is intended to confer upon any Person other than the parties hereto, their successors or \_\_\_\_\_'s permitted assigns, any rights or remedies under or by reason of this PSA.

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ARTICLE 13  
FUNDING

13.01 \_\_\_\_\_ shall annually fund ITSO in an amount to be negotiated, in good faith, by the Director General of ITSO and the Chief Executive Officer of \_\_\_\_\_ based upon considerations of fairness and the recovery of costs incurred by ITSO in the performance of its supervisory responsibilities performed pursuant to the terms of this PSA.

13.02 \_\_\_\_\_ shall also establish and fund a contingency fund in the amount of U.S.\$700,000 to be used for purposes set forth in Article 6.07 of this PSA.

ARTICLE 14  
DURATION

This PSA shall be in force from the date hereof until the date that \_\_\_\_\_ ceases to utilize the CH frequency assignments associated with orbital locations set forth in Annex B or the date that is determined by ITSO for the termination of the Agreement Relating to the International Telecommunications Satellite Organization, whichever occurs first.

IN WITNESS WHEREOF, the parties have executed or caused to be executed this PSA as of the date first written above.

The International  
Telecommunications Satellite  
Organization  
"ITSO"

By \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_

By \_\_\_\_\_  
Name:  
Title:

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Annex A

Definitions

Assembly of Parties shall mean the Assembly of Parties of ITSO, established pursuant to the Agreement relating to the International Telecommunications Satellite Organization signed August 20, 1971, as amended.

Director General shall mean the Director General of ITSO.

Force majeure shall mean any act, event, condition or other cause of a compelling nature, which is not reasonably within the control of the performing party.

Lifeline User Obligations shall mean the obligations to expand access to lifeline countries and maintain service to lifeline users.

Party [with capital “p”] shall mean a state party to the Agreement Relating to the International Telecommunications Satellite Organization signed August 20, 1971, as amended.

party [with lower case “p”] shall mean each party to this PSA.

Person shall mean an individual, a corporation, a partnership, an association, a trust or other entity or organization or a government or any agency or political subdivision thereof.

Public Service Obligations shall mean the obligations described in Article 2.

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Annex B

CH frequency assignments associated with orbital locations subject to this Public Services Agreement are:

[tbd]

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**REDLINE COMPARISON OF UPDATED TEMPLATE PSA AND THE PSA  
PRESENTED TO AP-38 IN DOCUMENT AP-38-14 ATTACHMENT 1**

**PUBLIC SERVICES AGREEMENT (PSA)**

THIS PUBLIC SERVICES AGREEMENT (the “PSA”) is hereby entered into as of \_\_\_\_\_, 201\_\_ by and between THE INTERNATIONAL TELECOMMUNICATIONS SATELLITE ORGANIZATION (“ITSO”), established by the Agreement Relating to the International Telecommunications Satellite Organization on August 20, 1971, as amended, and the following Entity (ies), hereinafter (collectively) referred to as “\_\_\_\_\_”.

**WITNESSETH:**

WHEREAS, the 24<sup>th</sup> Assembly of Parties decided that ITSO should be restructured as a private entity, with a supervisory intergovernmental organization to protect lifeline connectivities and users;

WHEREAS, Article XII(c)(ii) of the ITSO Agreement has been subsequently amended with regard to specification of the circumstances in which ITSO may enter into a Public Service Agreement with entities other than Intelsat, in order to assure the continued utilization of the frequency assignments associated with orbital locations that comprise the ITSO Common Heritage, as defined in the ITSO Agreement (hereinafter “CH Orbital Locations and Frequency Assignments”);

WHEREAS, the commitments made by \_\_\_\_\_ in this PSA are essential to ITSO’s continued ability to assure satisfaction of the Core Principles established in the ITSO Agreement, which ability was a prerequisite to the 24<sup>th</sup> Assembly of Parties’ decision to restructure ITSO.

WHEREAS, the United States, having been designated as a Notifying Administration under Article XII of the ITSO Agreement, has imposed pursuant to Section 316 of the U.S. Communications Act, with regard to each of the licenses it has issued to Intelsat with respect to the CH frequency assignments associated with orbital locations, the condition that the U.S. Federal Communications Commission may only license such CH frequency assignments associated with orbital locations to entities that have entered into a Public Services Agreement with ITSO;

WHEREAS, ITSO and \_\_\_\_\_ have agreed to enter into this PSA, concerning \_\_\_\_\_’s utilization of ITSO’s CH frequency assignments associated with orbital locations set forth in Annex B, subject to \_\_\_\_\_’s provision, on a non-discriminatory commercial basis, of public international telecommunications services throughout the geographic coverage areas visible from satellites utilizing those CH frequency assignments associated with orbital locations, including by maintaining global connectivity and coverage to the maximum extent possible on such satellites, such obligations hereinafter collectively referred to as the “Public Service Obligations”;

WHEREAS, in performing such Public Service Obligations, \_\_\_\_\_ shall be subject to applicable national law; and

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WHEREAS, ITSO and \_\_\_\_\_ acknowledge the importance of maintaining the Public Service Obligations and that the agreement of \_\_\_\_\_ in assuming the Public Service Obligations is in furtherance of that acknowledgment.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein, and subject to and on the terms and conditions herein set forth, the parties hereto agree as follows:

ARTICLE 1  
DEFINITIONS

1.01. Unless otherwise specifically provided, defined terms shall have the respective meanings assigned to them in Annex A.

1.02. The words “hereof”, “herein”, and “hereunder” and words of similar import, when used in this PSA, shall refer to this PSA as a whole and not to any particular provision of this PSA.

ARTICLE 2  
HONORING THE PUBLIC SERVICE OBLIGATIONS

2.01. \_\_\_\_\_ shall provide international public telecommunications services on a commercial basis in a manner consistent with the following Public Service Obligations, which shall be deemed to have been met if \_\_\_\_\_:

(i) maintains global connectivity and coverage by providing, to the maximum extent possible: (a) the capability for any country or territory, through the use of satellites utilizing the CH frequency assignments associated with orbital locations set forth in Annex B, to connect with any other country or territory; and (b) continuity of service to all customers that had received service on satellites previously deployed at those locations; and

(ii) (ii) honors its Lifeline User Obligations to expand access to lifeline countries and maintain service to lifeline users; and

(iii) provides non-discriminatory access through the use of the CH frequency assignments associated with orbital locations set forth in Annex B.

Subject only to Article 7 herein, the provision of international public telecommunications services on a commercial basis, in a manner consistent with the Public Service Obligations, is not met if any country or territory within the geographic coverage area of the CH frequency assignments

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associated with orbital locations set forth in Annex B is denied full and complete access to all services provided by \_\_\_\_\_ on any ground other than a commercial basis.

2.02. For purposes of this PSA, the following terms shall have the meanings ascribed to them below:

- (i) “CH frequency assignments associated with orbital locations” shall mean those orbital location(s) and frequency assignments set forth in Annex B.
- (ii) “On a commercial basis” shall mean in accordance with usual and customary commercial practice in the telecommunications industry.
- (iii) “Global connectivity” shall mean the interconnection capabilities available to \_\_\_\_\_’s customers through the global coverage \_\_\_\_\_ provides in order to make communication possible within and between the five ITU regions defined by the Plenipotentiary Conference of the International Telecommunication Union, held in Montreux in 1965.
- (iv) “Global coverage” shall mean the maximum geographic coverage of the earth towards the northernmost and southernmost parallels visible from satellites deployed in geostationary orbital locations.
- (v) “Non-discriminatory access” shall mean fair and equal opportunity to access all satellite services on those satellites set forth in Annex B.

2.03. In performing its Public Service Obligations, \_\_\_\_\_ shall be subject to applicable national law. In the event \_\_\_\_\_ reasonably believes the application of national law, or proposed changes to national law, will prevent \_\_\_\_\_ from complying with the Public Service Obligations, \_\_\_\_\_ shall, on a commercial basis, use its best efforts to mitigate the adverse consequences of such law to the extent permitted under law.

ARTICLE 3  
SUPERVISORY ROLE OF ITSO

3.01. ITSO is entitled to review and assess the performance by \_\_\_\_\_ of the Public Service Obligations.

3.02. In its supervisory role, ITSO shall:

- (i) ensure that \_\_\_\_\_ honors the Public Service Obligations defined in Article 2; for such purpose, ITSO receives reports, and if necessary, makes recommendations or takes any other appropriate action in connection with \_\_\_\_\_’s performance of the Public Service Obligations;

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(ii) be provided with proper notification and consultation on ITU satellite system coordinations that are undertaken regarding \_\_\_\_\_'s utilization of the CH frequency assignments associated with orbital locations set forth in Annex B, in order to assure that global connectivity and coverage are maintained as specified in 2.01(i) above; and

(iii) assist \_\_\_\_\_'s customers using CH frequency assignments associated with orbital locations set forth in Annex B with disputes as described in 4.01. and 4.02 below.

3.03. For the purpose of enabling ITSO to review and take appropriate steps in connection with \_\_\_\_\_'s compliance with its Public Service Obligations, \_\_\_\_\_ shall provide ITSO with the following:

- (i) annually, or more frequently as necessary, reports containing sufficient information to demonstrate that \_\_\_\_\_ is meeting its global coverage and connectivity commitment, Lifeline User Obligations and is providing nondiscriminatory access to the satellite(s) utilizing the CH frequency assignments associated with orbital locations set forth in Annex B;
- (ii) copies of publicly available information contained in documents submitted to regulatory authorities and public financial statements immediately following their release;
- (iii) detailed information regarding the upcoming three years of its intended utilization of the CH frequency assignments associated with orbital locations set forth in Annex B;
- (iv) advice on any events or decisions, which could, in the judgment of \_\_\_\_\_, materially impair its ability to meet the Public Service Obligations, which advice will be provided in a sufficiently timely manner to enable ITSO to take appropriate action;
- (v) in the event \_\_\_\_\_ is notified of a complaint lodged with ITSO on a failure of \_\_\_\_\_ to meet its Public Service Obligations, information that enables ITSO to carry out its dispute resolution responsibilities, which information will be provided to the Director General, provided, however, such information (a) only relates to the facts of the particular complaint under consideration, and (b) is provided only to the extent provision of such information is not prohibited under any law or regulation applicable to \_\_\_\_\_; and
- (vi) in the event \_\_\_\_\_ is unable to comply, or believes there may be a significant likelihood of its inability to comply, with the Public Service Obligations due to any Party's regulatory constraints, this shall be reported to ITSO as soon as possible for ITSO to take appropriate action.

3.04. Notwithstanding anything to the contrary contained herein, should any dispute of a noncommercial nature arise between \_\_\_\_\_ and a customer, pending the final resolution of said dispute, \_\_\_\_\_ shall use its best efforts to continue to provide services to said customer.

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ARTICLE 4  
ROLE OF ITSO IN RESOLUTION OF CUSTOMER DISPUTES

4.01. At the request of a customer of \_\_\_\_\_ being provided capacity on any satellite utilizing the CH frequency assignments associated with orbital locations set forth in Annex B, ITSO may assist in the resolution of disputes related to any use of such capacity by advising the customer as to possible methods of resolving such dispute.

4.02. ITSO may also assist by conciliating any such disputes between \_\_\_\_\_ and a customer. \_\_\_\_\_ shall cooperate with ITSO in the performance of ITSO's role by ensuring that its officers and employees are available to meet at such times and places as are mutually convenient to them and the representatives of ITSO and the customer.

ARTICLE 5  
CONFIDENTIALITY

Each party to this PSA shall keep strictly confidential, and will cause its officers, employees, representatives of parties, and any of its advisors, consultants, contractors, counsel, accountants or other authorized representatives ("Representatives") to keep strictly confidential, all information and documents obtained from the other party or such other party's officers, employees or Representatives pursuant to this PSA. Each party to this PSA and its respective Representatives need not keep strictly confidential any such information or documents that (i) were already known to it, (ii) becomes available to it from other sources not known by it to be bound by a confidentiality obligation, (iii) are independently acquired by it as a result of work carried out by any employee or Representative of it to whom no disclosure of such information has been made, (iv) are disclosed with the prior written approval of the other party to this PSA, or (v) are or become readily ascertainable from published information or trade sources.

ARTICLE 6  
GOVERNING LAW AND DISPUTE RESOLUTION

6.01. This PSA shall be governed by, and construed in accordance with, the laws of the District of Columbia.

6.02. The parties to this PSA shall attempt in good faith to resolve any dispute between them relating to or arising out of this PSA by negotiation. If ITSO determines that \_\_\_\_\_ has breached any of its obligations under this PSA and is unable to resolve the matter to its satisfaction with \_\_\_\_\_ through informal means, ITSO may notify \_\_\_\_\_, in writing, that it wishes to meet with management representatives or the board of directors of \_\_\_\_\_ to discuss the alleged default. \_\_\_\_\_ shall agree to such meetings, at the mutual convenience of the parties, within a

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reasonable time from the date of the request, not to exceed 30 days for a meeting with management representatives, and by the next regularly scheduled meeting of the board of directors for a meeting with the directors.

6.03. In the event that any dispute, controversy or claim between the parties to this PSA arising out of or relating to this PSA that is not resolved through negotiation as provided for in 6.02, ITSO shall have the right, subject to Section 6.04 below, to terminate this PSA by providing \_\_\_\_\_ with written notification of ITSO's intention to terminate the PSA. Following receipt of the written notification, \_\_\_\_\_ shall cease its utilization of the CH frequency assignments associated with orbital locations set forth in Annex B within sixty (60) calendar days. At the same time that notification of termination is provided to \_\_\_\_\_, ITSO shall also provide written notification of its intent to terminate this PSA to the Notifying Administration for those CH frequency assignments associated with orbital locations set forth in Annex B to this PSA.

6.04. If \_\_\_\_\_ desires to dispute a termination notification provided to it by ITSO pursuant to Section 6.03 above, \_\_\_\_\_ shall have the right to seek settlement of the dispute by arbitration, by filing a notice of arbitration within thirty (30) calendar days of its receipt of ITSO's notification of intention to terminate the PSA. If such notice is submitted, it shall have the effect of delaying the effectiveness of ITSO's termination notification until the conclusion of the arbitration proceeding. The place of arbitration shall, unless otherwise agree by the parties, be the city in which ITSO's headquarters is located. The arbitration shall be conducted in accordance with the rules of the court of arbitration of the International Chamber of Commerce (ICC). The arbitration shall be the sole and exclusive forum for resolution of such dispute, controversy or claim. The award rendered shall either be a determination that ITSO has properly terminated the PSA and therefore the termination notice shall be effective as of the date of the arbitration decision, or a determination that ITSO did not properly terminate the PSA and therefore the termination notification is rescinded. This decision shall be final and binding on the parties without need for further action on the part of the prevailing party.

6.05. The parties agree, pursuant to Article 30(2)(b) of the Rules of Arbitration of the International Chamber of Commerce, that the Expedited Procedure Rules shall apply irrespective of the amount in dispute.

6.06 The parties agree that there shall ordinarily be only one arbitrator, to be selected by mutual agreement within 30 days of delivery of notice pursuant to 6.03. Failing such agreement, the arbitrator shall be selected by the ICC. Prior to the commencement of an arbitration, the parties may agree that there should be three arbitrators. In the event the parties agree that there will be three arbitrators, one shall be appointed by the party asserting a claim against the other party, one shall be appointed by the party against whom a claim has been asserted, and the third shall be selected by mutual agreement within thirty (30) days of the selection of the second arbitrator. If the parties fail to agree on the third arbitrator within such 30-day period, then the third arbitrator shall be selected by the ICC. In the event the party against whom a claim has been asserted fails to appoint the second arbitrator within 20 days after the first arbitrator is appointed by the party asserting a claim, then the ICC shall select the second and third arbitrators.

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6.067. The award issued by the arbitrator(s) shall be in writing, and shall state the reasons upon which such award is based.

6.078 ITSO shall be reimbursed for all reasonable costs it has incurred in connection with its defense of the arbitration proceeding or it has incurred in connection with its termination of the PSA from funds that have been deposited in the contingency fund account established pursuant to Article 13 of this PSA.

ARTICLE 7  
FORCE MAJEURE

No delay or failure by either party in performing any of its obligations referred to in this PSA shall constitute a breach of this PSA nor give rise to any claim or action against it to the extent that such delay or failure is caused by a force majeure. If either party is unable to carry out any of such obligations by reason of a force majeure, it shall promptly advise the other party thereof in writing.

ARTICLE 8  
NOTICES

All notices or other communications hereunder shall be deemed to have been duly given and made if served by personal delivery upon the party for whom it is intended, or if delivered to the address set forth below or such other address as may be designated in writing hereafter, by registered or certified mail, return receipt requested, or by a national or international courier service.

To ITSO:  
4400 Jenifer Street, NW  
Suite# 333  
Washington, D.C. 20015  
Telephone: 202-243-5034  
Attention: Director General

To \_\_\_\_\_:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone:  
Attention:

ARTICLE 9  
AMENDMENT

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Any provision of this PSA may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the parties hereto, or in the case of a waiver, by the party against whom the waiver is to be effective.

ARTICLE 10  
ASSIGNMENT

No party to this PSA may assign any of its rights or obligations under this PSA without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld. Any attempted assignment in contravention hereof shall be null and void.

ARTICLE 11  
ENTIRE AGREEMENT

This PSA contains the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, between the parties with respect to such matter.

ARTICLE 12  
SUCCESSORS AND ASSIGNS

This PSA shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and the permitted assigns of \_\_\_\_\_. Nothing in this PSA, express or implied, is intended to confer upon any Person other than the parties hereto, their successors or \_\_\_\_\_'s permitted assigns, any rights or remedies under or by reason of this PSA.

ARTICLE 13  
FUNDING

13.01 \_\_\_\_\_ shall annually fund ITSO in an amount to be negotiated, in good faith, by the Director General of ITSO and the Chief Executive Officer of \_\_\_\_\_ based upon considerations of fairness and the recovery of costs incurred by ITSO in the performance of its supervisory responsibilities performed pursuant to the terms of this PSA.

13.02 \_\_\_\_\_ shall also establish and fund a contingency fund in the amount of U.S.\$700,000 to be used for purposes set forth in Article 6.07 of this PSA.

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ARTICLE 14  
DURATION

This PSA shall be in force from the date hereof until the date that \_\_\_\_\_ ceases to utilize the CH frequency assignments associated with orbital locations set forth in Annex B or the date that is determined by ITSO for the termination of the Agreement Relating to the International Telecommunications Satellite Organization, whichever occurs first.

IN WITNESS WHEREOF, the parties have executed or caused to be executed this PSA as of the date first written above.

The International  
Telecommunications Satellite  
Organization  
“ITSO”

By \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_

By \_\_\_\_\_  
Name:  
Title:

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Annex A  
Definitions

Assembly of Parties shall mean the Assembly of Parties of ITSO, established pursuant to the Agreement relating to the International Telecommunications Satellite Organization signed August 20, 1971, as amended.

Director General shall mean the Director General of ITSO.

Force majeure shall mean any act, event, condition or other cause of a compelling nature, which is not reasonably within the control of the performing party.

Lifeline User Obligations shall mean the obligations to expand access to lifeline countries and maintain service to lifeline users.

Party [with capital “p”] shall mean a state party to the Agreement Relating to the International Telecommunications Satellite Organization signed August 20, 1971, as amended.

party [with lower case “p”] shall mean each party to this PSA.

Person shall mean an individual, a corporation, a partnership, an association, a trust or other entity or organization or a government or any agency or political subdivision thereof.

Public Service Obligations shall mean the obligations described in Article 2.

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Annex B

CH frequency assignments associated with orbital locations subject to this Public Services Agreement are:

[tbd]