

- (b) The Party shall provide such guidance and instructions as are appropriate and consistent with its domestic law to ensure that the Signatory fulfils its responsibilities.
- (c) The Party shall not be liable for obligations arising under the Operating Agreement. The Party shall, however, ensure that the Signatory, in carrying out its obligations within the Organization, will not act in a manner which violates obligations which the Party has accepted under this Convention or under related international agreements.
- (d) If the Signatory withdraws or its membership is terminated the Party shall act in accordance with Article 29(3) or 30(6).

### **Article 5**

#### ***Operational and Financial Principles of the Organization***

- (1) The Organization shall be financed by the contributions of Signatories. Each Signatory shall have a financial interest in the Organization in proportion to its investment share which shall be determined in accordance with the Operating Agreement.
- (2) Each Signatory shall contribute to the capital requirements of the Organization and shall receive capital repayment and compensation for use of capital in accordance with the Operating Agreement.
- (3) The Organization shall operate on a sound economic and financial basis having regard to accepted commercial principles.

### **Article 6**

#### ***Provision of Space Segment***

The Organization may own or lease the space segment.

### **Article 7**

#### ***Access to Space Segment***

- (1) The INMARSAT space segment shall be open for use by ships of all nations on conditions to be determined by the Council. In determining such conditions, the Council shall not discriminate among ships on the basis of nationality.
- (2) The Council may, on a case-by-case basis, permit access to the INMARSAT space segment by earth stations located on structures operating in the marine environment other than ships, if and as long as the operation of such earth stations will not significantly affect the provision of service to ships.
- (3) Earth stations on land communicating via the INMARSAT space segment shall be located on land territory under the jurisdiction of a Party and shall be wholly owned by Parties or entities subject to their jurisdiction. The Council may authorize otherwise if it finds this to be in the interests of the Organization.