

- (g) "Staff member" means the Director General and any person employed full time by INMARSAT and subject to its staff regulations;
- (h) "Representatives" in the case of Parties to the Protocol, the Headquarters Party and Signatories means representatives to INMARSAT and in each case means heads of delegations, alternates and advisers;
- (i) "Archives" includes all manuscripts, correspondence, documents, photographs, films, optical and magnetic recordings, data recordings, graphic representations and computer programmes, belonging to or held by INMARSAT;
- (j) "Official activities" of INMARSAT means activities carried out by the Organization in pursuance of its purpose as defined in the Convention and includes its administrative activities;
- (k) "Expert" means a person other than a staff member appointed to carry out a specific task for or on behalf of INMARSAT and at its expense;
- (l) "INMARSAT space segment" means the satellites, and tracking, telemetry, command, control, monitoring and related facilities and equipment required to support the operation of these satellites, which are owned or leased by INMARSAT;
- (m) "Property" means anything that can be the subject of a right of ownership, including contractual rights.

## ARTICLE 2

### *Immunity of INMARSAT from Jurisdiction and Execution*

1. Unless it has expressly waived immunity in a particular case, INMARSAT shall, within the scope of its official activities, have immunity from jurisdiction except in respect of:

- (a) its commercial activities;
- (b) a civil action by a third party for damage arising from an accident caused by a motor vehicle or other means of transport belonging to, or operated on behalf of, INMARSAT, or in respect of a traffic offence involving such means of transport;
- (c) the attachment, pursuant to the final order of a court of law, of the salaries and emoluments, including pension rights, owned by INMARSAT to a staff member, or a former staff member;
- (d) a counter-claim directly connected with judicial proceedings initiated by INMARSAT.

2. Notwithstanding paragraph (1), no action shall be brought in the course of Parties to the Protocol against INMARSAT by Parties to the Convention, Signatories