

Article XII

Exoneration from Liability arising from the Provision of Telecommunications Services

Neither the Organization, nor any Signatory in its capacity as such, nor any officer or employee of any of them, nor any member of the board of directors of any Signatory, nor any representative to any organ of the Organization acting in the performance of their functions, shall be liable to any Signatory or to the Organization for loss or damage sustained by reason of any unavailability, delay or faultiness of telecommunications services provided or to be provided pursuant to the Convention or this Agreement.

Article XIII

Settlement upon Withdrawal or Termination

(1) Within three months after the effective date of withdrawal or termination of the membership of a Signatory pursuant to Articles 29 or 30 of the Convention, the Council shall notify the Signatory of the evaluation by the Council of its financial status in relation to the Organization as at the effective date of its withdrawal or termination and of the proposed terms of settlement pursuant to paragraph (3). The notification shall include a statement of:

- (a) The amount payable by the Organization to the Signatory, calculated by multiplying its investment share, as at the effective date of withdrawal or termination, by the amount established from a valuation effected pursuant to Article VI as at that date.
- (b) Any amount to be paid by the Signatory to the Organization representing its share of capital contributions for contractual commitments specifically authorized prior to the receipt of notice of decision to withdraw or, as the case may be, prior to the effective date of termination, together with the proposed schedule for payment.
- (c) Any other amounts due from the Signatory to the Organization as at the effective date of withdrawal or termination.

(2) In its evaluation pursuant to paragraph (1), the Council 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 prior to the receipt of notice of decision to withdraw or, as the case may be, the effective date of termination.

(3) Subject to payment by the Signatory of any amounts due from it under subparagraphs (1)(b) and (c), the Organization, taking into account Article VIII, shall repay to the Signatory the amounts referred to in subparagraphs (1)(a) and (b) over a period consistent with the period over which the remaining Signatories will be repaid their contributions, or sooner if the Council so decides. The Council shall determine the rate of interest to be paid to or by the Signatory in respect of any amounts which may, from time to time, be outstanding for settlement.