

(b) Regardless of the form of the definitive arrangements;

(i) their aims shall be consonant with the principles set forth in the Preamble to this Agreement;

(ii) they shall, like this Agreement, be open to all States members of the International Telecommunication Union or their designated entities;

(iii) they shall safeguard the investment made by signatories to the Special Agreement; and

(iv) they shall be such that all parties to the definitive arrangements may have an opportunity of contributing to the determination of general policy.

(c) The report of the Committee shall be considered at an international conference, at which duly designated communications entities may also participate, to be convened by the Government of the United States of America for that purpose within three months following submission of the report. The Parties to this Agreement shall seek to ensure that the definitive arrangements will be established at the earliest practicable date, with a view to their entry into force by 1st January 1970.

#### ARTICLE X

In considering contracts and in exercising their other responsibilities, the Committee and the Corporation as manager shall be guided by the need to design, develop and procure the best equipment and services at the best price for the most efficient conduct and operation of the space segment. When proposals or tenders are determined to be comparable in terms of quality, c.i.f. price and timely performance, the Committee and the Corporation as manager shall also seek to ensure that contracts are so distributed that equipment is designed, developed and procured in the States whose Governments are Parties to this Agreement in approximate proportion to the respective quotas of their corresponding signatories to the Special Agreement; provided that such design, development and procurement are not contrary to the joint interests of the Parties to this Agreement and the signatories to the Special Agreement. The Committee and the Corporation as manager shall also seek to ensure that the foregoing principles are applied with respect to major sub-contracts to the extent that this can be accomplished without impairing the responsibility of the prime contractor for the performance of work under the contract.

#### ARTICLE XI

(a) Any Party may withdraw from this Agreement, and this Agreement shall cease to be in force for that Party three months after that Party shall have notified the Government of the United States of America of its intention to withdraw and the latter shall inform the other Parties accordingly. In the event of such withdrawal, the corresponding signatory to the Special Agreement shall pay all sums already due under the Special Agreement, together with a sum which shall be agreed between that signatory and the Committee in respect of costs which will result in the future from contracts concluded prior to notification of withdrawal. If agreement has not been reached within three months after notification of withdrawal, the Committee shall make a final determination of the sums which shall be paid by that signatory.

(b) Not less than three months after the rights of a signatory to the Special Agreement have been suspended pursuant to Article 4 (d) of the Special Agreement, and if that signatory has not meanwhile paid all sums due, the Committee, having taken into account any statement by that signatory or the corresponding Party, may decide that the Party in question is deemed to have