

**通知**

(二零一六年三月三十日, “澳署外發【2016】78號”文件)

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三月二十一日, 聯合國安理會朝鮮制裁委員會發表新聞公告, 確定“金猴86號”(IMO號8602531)、“金泰號”(IMO號9163154)、“金騰號”(IMO號9163166)及“大凱羅號”(IMO號8511823) 4艘船隻不屬於朝鮮遠洋海運管理有限公司(OMM) 控制或運營的經濟資源, 決定解除對上述船隻制裁。

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**第 53/2016 號行政長官公告**

中華人民共和國於一九九九年十二月十三日通知聯合國秘書長, 一九七八年五月十九日訂於華盛頓的《國際通信衛星組織特權、免除和豁免議定書》自一九九九年十二月二十日起適用於澳門特別行政區;

基於此, 行政長官根據第3/1999號法律《法規的公佈與格式》第六條第一款的規定, 命令公佈上述議定書的英文正式文本及中文譯本。

二零一六年七月十四日發佈。

行政長官 崔世安

**Notificação**

(Doc. «Ou Chu Ngoi Fat» n.º 78, de 30 de Março de 2016)

« (...)

Em 21 de Março, o Comité de Sanções do Conselho de Segurança das Nações Unidas contra a República Popular Democrática da Coreia emitiu um comunicado de imprensa, decidindo que quatro navios — “金猴86號” [JH 86] (IMO n.º 8602531), “金泰號” [JIN Tal] (IMO n.º 9163154), “金騰號” [JIN TENG] (IMO n.º 9163166) e “大凱羅號” [GRAND KARO] (IMO n.º 8511823) — não são recursos económicos controlados ou explorados pela Ocean Maritime Management (OMM) e decidiu retirar as sanções impostas a estes navios.

(...»

**Aviso do Chefe do Executivo n.º 53/2016**

Considerando que a República Popular da China notificou, em 13 de Dezembro de 1999, o Secretário-Geral das Nações Unidas, sobre a aplicação na Região Administrativa Especial de Macau do Protocolo relativo aos Privilégios, Isenções e Imunidades da Organização Internacional de Telecomunicações por Satélites, concluído em Washington em 19 de Maio de 1978, a partir de 20 de Dezembro de 1999;

O Chefe do Executivo manda publicar, nos termos do n.º 1 do artigo 6.º da Lei n.º 3/1999 (Publicação e formulário dos diplomas), o texto autêntico em língua inglesa do referido Protocolo, acompanhado da tradução para a língua chinesa.

Promulgado em 14 de Julho de 2016.

O Chefe do Executivo, *Chui Sai On*.

**PROTOCOL ON  
INTELSAT PRIVILEGES, EXEMPTIONS AND IMMUNITIES  
WASHINGTON, 19.5.1978**

**PREAMBLE**

The States Parties to this Protocol,

Considering that paragraph (c) of Article XV of the Agreement relating to the International Telecommunications Satellite Organization (INTELSAT) provides that each Party, including the Party in whose territory the headquarters of INTELSAT is located, shall grant appropriate privileges, exemptions and immunities;

Considering that INTELSAT has concluded a Headquarters Agreement with the Government of the United States of America, which entered into force on 24 November 1976;

Considering that paragraph (c) of Article XV of the Agreement relating to INTELSAT provides for the conclusion by the Parties, other than the one in whose territory the INTELSAT Headquarters is located, of a Protocol covering privileges, exemptions and immunities;

Affirming that the purpose of the privileges, exemptions and immunities covered by this Protocol is to ensure the efficient performance of the functions of INTELSAT;

Have Agreed as follows:

**ARTICLE 1**

**Use of Terms**

For the purposes of this Protocol:

- (a) "Agreement" means the Agreement Relating to the International Telecommunications Satellite Organization (INTELSAT), including its Annexes, opened for signature by Governments at Washington on August 20, 1971;
- (b) "Operating Agreement" means the agreement, including its Annexes, opened for signature at Washington on August 20, 1971 by Governments or telecommunications entities designated by Governments;
- (c) "INTELSAT Agreements" means the Agreement and the Operating Agreement referred to in (a) and (b) above;
- (d) "INTELSAT Party" means a State for which the Agreement is in force;

- (e) "INTELSAT Signatory" means an INTELSAT Party, or the telecommunications entity designated by an INTELSAT Party, for which the Operating Agreement is in force;
- (f) "Contracting Party" means an INTELSAT Party for which this Protocol has entered into force;
- (g) "Staff members of INTELSAT" means the Director General and those staff members of the Executive Organ holding regular or fixed-term appointments for a minimum of one year and who are employed on a full-time basis within the Organization, other than persons in the domestic service of INTELSAT;
- (h) "Representatives of Parties" means representatives of INTELSAT Parties and in each case means heads of delegations, their alternates and advisers;
- (i) "Representatives of Signatories" means representatives of INTELSAT Signatories and in each case means heads of delegations, their alternates and advisers;
- (j) "Property" includes every subject of whatever nature to which a right of ownership can attach, as well as contractual rights;
- (k) "Archives" includes all records, correspondence, documents, manuscripts, photographs, films, optical and magnetic recordings belonging to or held by INTELSAT.

## **CHAPTER I : INTELSAT'S PROPERTY AND OPERATIONS**

### **ARTICLE 2**

#### **Inviolability of Archives**

The archives of INTELSAT shall be inviolable wherever located.

### **ARTICLE 3**

#### **Immunity from Jurisdiction and Execution**

1. Within the scope of its activities authorized by the INTELSAT Agreements, INTELSAT shall have immunity from jurisdiction and immunity from execution except:
  - (a) to the extent that the Director General shall have expressly waived such immunity from jurisdiction or immunity from execution in a particular case;
  - (b) in respect of its commercial activities;

- (c) in respect of 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, INTELSAT, or in respect of a traffic offence involving such a vehicle;
  - (d) in the event of the attachment, pursuant to a decision by the judicial authorities, of the salaries and emoluments owed by INTELSAT to a staff member;
  - (e) in respect of a counter-claim directly connected with proceedings initiated by INTELSAT; or
  - (f) in respect of the enforcement of an arbitration award made under XVIII of the Agreement or Article 20 of the Operating Agreement.
2. The property of INTELSAT, wherever located and by whomsoever held, shall be immune:
- (a) from any form of search, requisition, confiscation and sequestration;
  - (b) from expropriation, except that real property may be expropriated for public purposes and subject to prompt payment of fair compensation;
  - (c) from any form of administrative or provisional judicial constraint, except insofar as may be temporarily necessary in connection with the prevention and investigation of accidents involving motor vehicles or other means of transport belonging to, or operated on behalf of, INTELSAT.

#### **ARTICLE 4**

##### **Fiscal and Customs Provisions**

1. Within the scope of its activities authorized by the INTELSAT Agreements, INTELSAT and its property shall be exempt from all national income and direct national property taxation.
2. When the price of communications satellites purchased by INTELSAT and of components and parts for such satellites to be launched for use in the global system includes taxes or duties of such a nature that they are normally incorporated in such price, the Contracting Party that has levied the taxes or duties shall take appropriate measures to remit or reimburse to INTELSAT the amount of the identifiable taxes or duties.
3. INTELSAT shall be exempt from customs duties and other taxes, prohibitions or restrictions imposed by reason of the import or export of communications satellites and components and parts for such satellites to be launched for use in the global system. The Contracting Parties should take all appropriate steps to facilitate customs clearance.

4. The provisions of paragraphs 1, 2 and 3 shall not apply to taxes or duties which are in fact no more than charges for specific services rendered.
5. Goods belonging to INTELSAT which have been exempted under paragraphs 2 or 3 shall not be transferred, hired out or lent, permanently or temporarily, except in accordance with the domestic laws of the Contracting Party which granted the exemption.

## **ARTICLE 5**

### **Communications**

With regard to its official communications and the transfer of all its documents, INTELSAT shall enjoy in the territory of each Contracting Party treatment not less favourable than that accorded to other intergovernmental non-regional organizations in the matter of priorities, rates and taxes on mails and all forms of telecommunications, as far as may be compatible with any international conventions, regulations and arrangements to which that Contracting Party is a party. No censorship shall be applied to official communications of INTELSAT by whatever means of communication.

## **ARTICLE 6**

### **Restrictions**

Within the scope of its activities authorized by the INTELSAT Agreements, the funds held by INTELSAT shall not be restricted by controls, restrictions, regulations or moratoria of any kind, provided that operations involving those funds comply with the laws of the Contracting Party.

## **CHAPTER II : STAFF MEMBERS OF INTELSAT**

## **ARTICLE 7**

1. The staff members of INTELSAT shall enjoy the following privileges, exemptions and immunities :
  - (a) immunity from jurisdiction, even after they have left the service of INTELSAT, in respect of acts, including Words written and spoken, done by them in the exercise of their official functions and within the limits of their duties. However, there shall be no immunity in respect of 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 driven by them, or in respect of a traffic offence involving such a vehicle and committed by them;
  - (b) inviolability for official documents and papers related to the performance of their functions within the scope of the activities of INTELSAT;

- (c) exemption from national service obligations;
- (d) together with members of their families forming part of their households, the same immunity from restrictions on admission, alien registration and departure formalities, as well as the same repatriation facilities in time of international crisis, as are normally accorded to staff members of intergovernmental organizations;
- (e) exemption from all national income tax on their salaries and emoluments paid to them by INTELSAT, excluding pensions and other similar benefits paid by INTELSAT. The Contracting Parties reserve the right to take those salaries and emoluments into account when assessing the amount of tax to be applied to income from other sources;
- (f) the same treatment in the matter of currency and exchange control as is normally accorded to staff members of intergovernmental organizations;
- (g) the right to import free of customs duties and other customs charges (except payment for services rendered), their furniture and personal effects, including a motor vehicle, at the time of taking up their post in the territory of a Contracting Party, and the right to export them free of duty upon termination of their functions, subject to the conditions laid down by the laws of the Contracting Party concerned.

2. Goods belonging to staff members which have been exempted under paragraph 1(g) shall not be transferred, hired out or lent, permanently or temporarily, except in accordance with the domestic laws of the Contracting Party which granted the exemption.

3. Provided that staff members are covered by the social security scheme of INTELSAT, INTELSAT and its staff members shall be exempt from all compulsory contributions to national social security schemes, subject to agreements to be concluded with Contracting Parties concerned in accordance with Article 12. This exemption does not preclude any voluntary participation in a national social security scheme in accordance with the law of the Contracting Party concerned; neither does it require a Contracting Party to make payments of benefits under social security schemes to staff members who are exempt under the provisions of this paragraph.

4. Contracting Parties shall take all appropriate measures to facilitate entry into, stay in, or departure from their territories of staff members of INTELSAT.

5. The Contracting Parties shall not be obliged to accord to their nationals or permanent residents the privileges, exemptions and immunities referred to in paragraphs 1(c), (d), (e), (f) and (g) and in paragraph 3.

6. The Director General of INTELSAT shall notify the Contracting Parties concerned of the names of the staff members to whom the provision of this Article shall apply. The Director General shall also notify without delay the Contracting Party which grants the exemption provided for under paragraph 1(d) of this Article of the completion of the official functions of any staff members in the territory of that Contracting Party.

### **CHAPTER III : REPRESENTATIVES OF INTELSAT PARTIES AND SIGNATORIES AND PERSONS PARTICIPATING IN ARBITRATION PROCEEDINGS**

#### **ARTICLE 8**

1. Representatives of INTELSAT Parties at meetings called by or held under the auspices of INTELSAT shall, in the exercise of their functions, and during their journeys to and from the place of meeting, enjoy the following privileges and immunities:

- (a) immunity from jurisdiction, even after termination of their mission, in respect of acts, including words written and spoken, done by them in the exercise of their official functions and within the limits of their duties. However, there shall be no immunity in respect of 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 driven by them, or in respect of a traffic offence involving such a vehicle and committed by them;
- (b) inviolability for all their official documents and papers;
- (c) together with members of their families forming part of their households, the same immunity from restrictions on admission, alien registration and departure formalities as is normally accorded to staff members of intergovernmental organizations; provided that no Contracting Party shall be obliged to apply this provision to its permanent residents.

2. Representatives of Signatories at meetings called by or held under the auspices of INTELSAT shall, in the exercise of their functions, and during their journeys to and from the place of meeting, enjoy the following privileges and immunities:

- (a) inviolability for official documents and papers related to the performance of their functions within the scope of the activities of INTELSAT;
- (b) together with members of their families forming part of their households, the same immunity from restrictions on admission, alien registration and departure formalities as is normally accorded to staff members of intergovernmental organizations; provided that no Contracting Party shall be obliged to apply this provision to its permanent residents.

3. The members of an arbitral tribunal and witnesses before that tribunal participating in arbitration proceedings in accordance with Annex C of the Agreement shall, in the exercise of their functions, and during their journeys to and from the place of meeting, enjoy the privileges and immunities referred to in paragraphs 1(a), (b) and (c).

4. No Contracting Party shall be obliged to accord to its own nationals or to its own representatives the privileges and immunities referred to in paragraphs 1 and 2.

## **CHAPTER IV : WAIVER**

### **ARTICLE 9**

The privileges, exemptions and immunities provided for in this Protocol are not granted for the personal benefit of individuals. If such privileges, exemptions and immunities are likely to impede the course of justice, and in all cases where they may be waived without prejudice to the efficient performance of the functions of INTELSAT, the authorities set forth below shall agree to waive such privileges, exemptions and immunities :

- (a) the Contracting Parties, with respect to their representatives and the representatives of their Signatories;
- (b) the Board of Governors, with respect to the Director General of INTELSAT;
- (c) the Director General of INTELSAT, with respect to INTELSAT and the other staff members;
- (d) the Board of Governors, with respect to the persons participating in arbitration proceedings referred to in paragraph 3 of Article 8.

## **CHAPTER V : GENERAL PROVISIONS**

### **ARTICLE 10**

#### **Precautionary Measures**

Each Contracting Party reserves the right to take all necessary measures in the interests of its security.



## ARTICLE 11

### Co-operation with the Contracting Parties

INTELSAT and its staff members shall co-operate at all times with the competent authorities of the Contracting Parties concerned, in order to facilitate the proper administration of justice, to ensure the observance of the laws and regulations of the Contracting Parties concerned and to prevent any abuse of the privileges, exemptions and immunities provided for in this Protocol.

## ARTICLE 12

### Complementary Arrangements

INTELSAT may conclude with one or more Contracting Parties complementary arrangements to give effect to the provisions of this Protocol as regards such Contracting Party or Contracting Parties, and other arrangements to ensure the efficient functioning of INTELSAT.

## ARTICLE 13

### Settlement of Disputes

Any dispute between INTELSAT and a Contracting Party or between Contracting Parties concerning the interpretation or application of this Protocol which is not settled by negotiation or by some other agreed method shall be referred for final decision to a tribunal of three arbitrators. One of these arbitrators shall be chosen by each of the parties to the dispute within sixty (60) days of the notification by one party to the other of its intention to refer the dispute to arbitration. The third arbitrator, who shall be the chairman of the tribunal, shall be chosen by the first two arbitrators. Should the first two arbitrators fail to agree upon the third within sixty (60) days of the date of the appointment of the second arbitrator, the third arbitrator shall be chosen by the Secretary General of the United Nations.

## CHAPTER VI : FINAL PROVISIONS

## ARTICLE 14

1. This Protocol shall be open for signature until 20 November 1978 by INTELSAT Parties other than the Party in whose territory the headquarters is located.
2. This Protocol shall be subject to ratification, acceptance or approval. The instruments of ratification, acceptance or approval shall be deposited with the Director General of INTELSAT.

3. This Protocol shall be open for accession by the INTELSAT Parties referred to in paragraph 1 of this Article Instruments of accession shall be deposited with the Director General of INTELSAT.

#### **ARTICLE 15**

Any INTELSAT Party may, at the time of depositing its instrument of ratification, acceptance, approval or accession, make reservations to any provision of this Protocol. Reservations may be withdrawn at any time by a statement to that effect addressed to the Director General of INTELSAT. Unless the statement indicates otherwise, a withdrawal shall take effect upon its receipt by the Director General.

#### **ARTICLE 16**

1. This Protocol shall enter into force on the thirtieth day after the date of deposit of the twelfth instrument of ratification, acceptance, approval or accession.

2. For each State ratifying, accepting, approving or acceding to this Protocol after the deposit of the twelfth instrument of ratification, acceptance, approval or accession, this Protocol shall enter into force on the thirtieth day after that State shall have deposited its instrument of ratification, acceptance, approval or accession.

#### **ARTICLE 17**

1. This Protocol shall remain in force until the expiry of the Agreement.

2. Any Contracting Party may denounce this Protocol by giving written notice to the Director General of INTELSAT. Such denunciation shall become effective six months after the date of receipt of the notice by the Director General of INTELSAT.

3. Withdrawal from the Agreement by any INTELSAT Party, in accordance with the provisions of Article XVI of the Agreement, shall imply denunciation by that State of this Protocol.

#### **ARTICLE 18**

1. The Director General of INTELSAT shall notify all States which have signed, or acceded to, this Protocol of the deposit of each instrument of ratification, acceptance, approval or accession, of the entry into force of this Protocol and of any other communications relating to this Protocol.

2. Upon entry into force of this Protocol, the Director General of INTELSAT shall register it with the Secretariat of the United Nations in accordance with Article 102 of the Charter of the United Nations.

3. The original copy of this Protocol, of which the English, French and Spanish texts are equally authentic, shall be deposited with the Director General of INTELSAT, who shall transmit certified copies of the texts to INTELSAT Parties.

In witness whereof the undersigned Plenipotentiaries, duly authorized by their respective Governments, have signed this Protocol.

Done at Washington, on the 19th day of May 1978.

## 國際通信衛星組織

### 特權、免除和豁免議定書

(1978年5月19日訂於華盛頓)

#### 前言

本議定書的各當事國，

鑑於《國際通信衛星組織協定》第十五條(c)款規定，包括國際通信衛星組織(下稱衛星組織)總部所在的締約國在內的各締約國，應給予適當的特權、免除和豁免；

鑑於衛星組織已與美利堅合眾國政府締結了《總部協定》，該《總部協定》已於1976年11月24日生效；

鑑於《國際通信衛星組織協定》第十五條(c)款規定，除衛星組織總部所在的締約國以外的所有其他締約國應締結一項關於特權、免除和豁免的議定書；

確認本議定書規定的特權、免除和豁免的目的在於有效地履行衛星組織的職能；

茲議定如下：

#### 第一條

##### 定義

在本議定書中：

- (a) “協定”係指1971年8月20日起在華盛頓向各國政府開放簽署的《國際通信衛星組織協定》及其附件；
- (b) “業務協定”係指1971年8月20日起向各國政府或其指定的電信機構開放簽署的協定及其附件；
- (c) “衛星組織兩項協定”係指上述(a)和(b)項所提及的協定和業務協定；
- (d) “衛星組織締約國”係指協定對其生效的國家；
- (e) “衛星組織簽字者”係指業務協定對其生效的締約國或其指定的電信機構；
- (f) “當事國”係指本議定書對其生效的衛星組織締約國；
- (g) “衛星組織職員”係指總幹事和執行局內擔任固定職務或至少1年定期職務的專職僱員，但不包括為衛星組織服務的勤雜人員；
- (h) “締約國代表”係衛星組織締約國的代表，在每種場合均指代表團的代表、副代表和顧問；
- (i) “簽字者代表”係衛星組織簽字者的代表，在每種場合均指代表團的代表、副代表和顧問；
- (j) “財產”包括可對之行使所有權和契約權的任何性質的物品；
- (k) “檔案”包括衛星組織所屬或所佔有的全部文字記錄、函電、文件、底稿、照片、影片、光學記錄和磁性記錄。

## 第一章 衛星組織的財產和經營

### 第二條

#### 檔案的不可侵犯性

衛星組織的檔案無論位於何處，都是不可侵犯的。

### 第三條

#### 管轄和執行豁免

1 衛星組織在衛星組織兩項協定所許可的活動範圍內享有管轄和執行豁免，但以下情況不在此列：

(a) 在某種特殊情況下，總幹事明確表示放棄此種管轄和執行豁免；

(b) 有關其商業活動時；

(c) 第三方因衛星組織所屬或為衛星組織駕駛的機動車輛或其他交通工具的事故所引起的損害而提起民事訴訟時；或此類車輛造成交通違章事故時；

(d) 根據司法當局的判決，扣押衛星組織應付給某一職員的薪金和津貼時；

(e) 對衛星組織的主訴提出直接相關的反訴時；或者

(f) 執行根據協定第十八條和業務協定第二十條所作出的仲裁裁決時。

2 衛星組織的財產無論位於何處和由何人佔有，均應免受：

(a) 任何形式的搜查、徵用、沒收和查封；

(b) 徵收，但如為了公共目的並迅速予以公平補償時，則可以徵收不動產；

(c) 任何形式的行政強制措施或司法判決前的臨時強制措施；但為防止和調查衛星組織所屬或為衛星組織駕駛的機動車輛或其他交通工具所涉的事故而暫時有必要時除外。

### 第四條

#### 財政規定和關稅規定

1 在衛星組織兩項協定所許可的活動範圍內，衛星組織及其財產應免除各種國內所得稅和直接財產稅。

2 衛星組織採購的用於全球通信衛星系統的衛星以及此種衛星上的元、部件，如其價格內包含通常被納入價格的那一種性質的稅金，則徵收稅金的當事國應採取適當措施把可以計算出來的稅金交還或償還給衛星組織。

3 衛星組織應免除由於用於全球通信衛星系統的衛星以及此種衛星上的元、部件的進出口而徵收的關稅和其他稅收以及實施的禁限事項。當事國應採取一切適當措施，便利通關手續。

4 第1、2和3各款的規定不適用於實際上只是對提供特定服務項目所收的費用。

5 根據第2、3兩款免除的屬衛星組織所有的物品，除非依照給予該項免除的當事國的國內法，否則不得予以轉讓、長期或短期的出租或借出。

### 第五條

#### 通信

對於衛星組織的公務通信和各種文件的傳遞，衛星組織在每一當事國境內，在郵件和各種形式的電信的優先次序、費率和稅收等方面所享受的待遇，在符合該當事國所參加的任何國際公約、規則和協議的情況下，不應低於其他非區域性政府間組織所享受的待遇。衛星組織的公務通信無論使用何種通信手段，一律不受檢查。

## 第六條 限制

在衛星組織兩項協定所許可的活動範圍內，只要與衛星組織所佔有的資金有關的業務經營符合當事國的法律，則不得以任何性質的控制、限制、制約和延期付款等手段對這種資金加以限制。

## 第二章 衛星組織職員

### 第七條

1 衛星組織職員享有下列特權、免除和豁免：

(a) 其在履行公職中並在其權限範圍內的行為，包括其言論和書寫材料享有管轄豁免。甚至在其結束為衛星組織服務以後，此類行為亦應享有該種豁免。但如遇第三方因其所擁有的或其所駕駛的機動車輛或其他交通工具的事故引起的損害而提起民事訴訟，或其造成此類車輛的交通違章事故時，則不得享有管轄豁免；

(b) 與在衛星組織活動範圍內履行其職責有關的官方文件和證件不可侵犯；

(c) 免除兵役義務；

(d) 本人及同其組成同一戶口的家庭成員在入境、外僑登記和離境手續的限制方面，享有通常給予政府間組織職員的同樣豁免，在發生國際危機而返回本國時，也享有同樣的便利；

(e) 免於為衛星組織支付給他們的薪金和津貼繳納各種國內所得稅，但衛星組織支付給他們的養恤金及其他類似的救濟金等除外。當事國在計算向他們從其他來源的收入徵收的稅金時，保留將衛星組織支付的薪金和津貼予以考慮的權利；

(f) 在貨幣和匯兌管制方面享受通常給予政府間組織職員的同樣待遇；

(g) 按照有關當事國的法律所規定的條件，在初次進入該國就職時，享受進口其家具和個人財產（包括一輛機動車）而免繳關稅及其他海關費用（服務費除外）的權利，以及在任職期滿出口上述物品時免繳關稅的權利。

2 屬衛星組織所有的根據第1款(g)項免稅的物品，除非依照給予該項免除的當事國的國內法，否則不得予以轉讓、長期或短期的出租或借出。

3 如衛星組織職員由衛星組織的社會保障計劃加以保障，則衛星組織及其職員免於向當事國國內社會保障制度繳付一切強制捐納款項，但須服從衛星組織按照第十二條規定與有關當事國簽訂的協議。此種免除並不排除職員按有關當事國的法律自願參加其國內社會保障制度，也不要求當事國向按本款規定享受免除的職員支付社會保障制度的救濟金。

4 當事國應採取一切適當的措施，便利衛星組織職員入境、居留或離境。

5 當事國並非必須將第1款(c)、(d)、(e)、(f)和(g)各項和第3款所指的權、免除和豁免給予其國民或永久居民。

6 衛星組織總幹事應將本條各項規定對之適用的職員的姓名通知有關當事國；總幹事亦應毫不遲延地將任何職員在按本條第1款(d)項的規定，給予了免除的當事國領土內結束公職的情況通知該當事國。

## 第三章 衛星組織締約國代表、簽字者代表和參加仲裁程序的人員

### 第八條

1 衛星組織締約國參加衛星組織召集或主辦的會議的代表，在行使其職責時和在赴會及離會途中享有以下特權和豁免：

(a) 其在履行公職中並在其權限範圍內的行為，包括其言論和書寫材料，享有管轄豁免。甚至在其完成任務以後，此類行為亦應享有該種豁免。但如遇第三方因其所擁有的或其所駕駛的機動車輛或其他交通工具的事故所引起的損害而提起民事訴訟時；或者在他們或此類車輛造成交通違章事故時，則不得享有管轄豁免；

(b) 其官方文件和證件不可侵犯；

(c) 本人及同其組成同一戶口的家庭成員，在入境、外僑登記和離境手續的限制方面，享有通常給予政府間組織職員的同樣的豁免。但當事國並非必須將本條規定適用於它的永久居民。

2 簽字者參加衛星組織召集或主辦的會議的代表在行使職責時，和在赴會及離會途中享有以下特權和豁免：

(a) 與履行其在衛星組織活動範圍內的職責有關的官方文件和證件不可侵犯；

(b) 本人及同其組成同一戶口的家庭成員，在入境、外僑登記和離境手續的限制方面，享有通常給予政府間組織職員的同樣的豁免，但當事國並非必須將本條規定適用於它的永久居民。

3 按協定附件C的規定參加仲裁程序的仲裁庭成員及出庭作證的證人，在行使職責時和在赴會及離會途中享有本條第1款(a)、(b)和(c)各項所指的特權和豁免。

4 當事國並非必須將第1、2款所指的特權和豁免給予其本國國民或其本國代表。

## 第四章 放棄權利

### 第九條

本議定書所規定的特權、免除和豁免不是為了個人的私利而給予的。如果此種特權、免除和豁免可能有礙於司法訴訟，且上述權利的放棄又無損於衛星組織職能的有效行使，則下述當局，應同意放棄該種特權、免除和豁免：

(a) 當事國，對其代表和其簽字者代表；

(b) 董事會，對衛星組織總幹事；

(c) 衛星組織總幹事，對衛星組織及其他職員；

(d) 董事會，對第八條第3款所指的參加仲裁程序的人員。

## 第五章 一般規定

### 第十條

#### 預防措施

每一當事國保留為本國安全採取一切必要措施的權利。

### 第十一條

#### 與當事國的合作

衛星組織及其職員應在任何時候與有關當事國的主管機關進行合作，以便利司法活動的適當進行，確保有關當事國的法律和規章得到遵守，並防止濫用本議定書所規定的特權、免除和豁免。

### 第十二條

#### 補充協議

衛星組織可以與一個或數個當事國締結補充協議，以使本議定書中有關該當事國的條款付諸實施；也可與之締結其他協議，以確保衛星組織有效地開展工作。



## 第十三條

## 爭議的解決

衛星組織與任何當事國之間，或當事國與當事國之間有關本議定書的解釋或適用的爭議，如不能通過談判或其他共同商定的辦法獲得解決，則應提交3人仲裁庭最後裁決。爭議的每一方應在一方向另一方通知其欲將爭議提交仲裁的意圖以後60天內各選定1名仲裁員。第3名仲裁員即庭長，由前兩名仲裁員選定。如果在第2名仲裁員任命之日後60天內，兩名仲裁員未能商定出第3名仲裁員，則第3名仲裁員由聯合國秘書長選定。

## 第六章

## 最後條款

## 第十四條

- 1 本議定書向衛星組織總部所在的締約國以外的衛星組織各締約國開放簽署，至1978年11月20日止。
- 2 本議定書需經批准、接受或核准。批准、接受或核准書應向衛星組織總幹事交存。
- 3 本議定書向本條第1款中所指的衛星組織任何締約國開放加入。加入書應向衛星組織總幹事交存。

## 第十五條

衛星組織任何締約國在交存其批准、接受、核准或加入書時，可對本議定書的任何規定提出保留；任何時候均可向衛星組織總幹事提交一份聲明書，將保留撤回。除非聲明書上另有說明，保留的撤回自總幹事收到聲明書起生效。

## 第十六條

- 1 本議定書自交存第12份批准、接受、核准或加入書之日後第30天起開始生效。
- 2 對於在交存第12份批准、接受、核准或加入書以後批准、接受、核准或加入本議定書的每一國家，本議定書自該國交存其批准、接受、核准或加入書以後第30天起開始生效。

## 第十七條

- 1 本議定書在協定期滿之前一直有效。
- 2 任何當事國可以向衛星組織總幹事發出書面通知，宣佈廢棄本議定書，並在衛星組織總幹事收到通知之日起，6個月後生效。
- 3 衛星組織任何締約國按照協定第十六條規定退出協定即意味着該國廢棄本議定書。

## 第十八條

1 衛星組織總幹事應將每份批准、接受、核准或加入書的交存、本議定書的生效以及與本議定書有關的任何其他情況，通知所有業已簽署或加入本議定書的國家。

2 一俟本議定書生效，衛星組織總幹事即應按聯合國憲章第一百零二條的規定，將本議定書向聯合國秘書處登記。

3 本議定書的正本存放在衛星組織總幹事處，其英文、法文和西班牙文本具有同等效力。總幹事應將核證無誤的三種文本的副本分送給衛星組織各締約國。

經各自政府正式授權的全權代表已在本議定書上簽字，以昭信守。

1978年5月19日於華盛頓。

二零一六年七月十五日於行政長官辦公室

辦公室主任 柯嵐

Gabinete do Chefe do Executivo, aos 15 de Julho de 2016. —

A Chefe do Gabinete, *O Lam*.