

TELECOMMUNICATIONS



Treaty Series No. 54 (1969)

Commonwealth
Telecommunications Organisation
Financial Agreement

London, 27 January 1969

[The Agreement entered into force on 1 April 1969]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
May 1969*

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COMMONWEALTH TELECOMMUNICATIONS ORGANISATION FINANCIAL AGREEMENT

The Governments signatories to this Agreement;

Having established the Commonwealth Telecommunications Organisation to replace the existing arrangements under the Commonwealth Telegraphs Agreements 1948⁽¹⁾ and 1963⁽²⁾;

Desiring to constitute new financial arrangements to replace those subsisting under the said Agreements;

Agree as follows:

ARTICLE 1

The Parties to this Agreement shall be known as Partner Governments.

ARTICLE 2

In this Agreement:

- (a) the expression "Council" means the Commonwealth Telecommunications Council established by the constitution of the Commonwealth Telecommunications Organisation;
- (b) the expression "common-user system" means:
 - (i) such telecommunications facilities as the Council with the concurrence of the Partner Governments from time to time prescribes which are used to provide external telecommunications services other than the facilities used for services excluded by the Council under sub-paragraph (ii) of this paragraph; and
 - (ii) all telecommunications services for which the prescribed telecommunications facilities are used other than those services which the Council may from time to time determine to exclude and the facilities used for those excluded services;
- (c) the expression "common-user facilities" means telecommunications facilities which form part of the common-user system;
- (d) the expression "common-user services" means telecommunications services which form part of the common-user system.

ARTICLE 3

For the purpose of operating and maintaining its common-user facilities and common-user services each Partner Government shall nominate a Department, public corporation or other body (hereinafter referred to as the "National Body") having the powers necessary for the purpose of this Agreement and references hereinafter to the National Body shall include any operator subordinate to that National Body in operating and maintaining common-user facilities and common-user services.

⁽¹⁾ Cmd. 7582.

⁽²⁾ Cmnd. 2144.

ARTICLE 4

The Partner Governments on their own behalf and on behalf of their National Bodies shall use the Council as a means of consultation on all matters substantially affecting the common-user system and will give due consideration to the recommendations and advice given by the Council.

ARTICLE 5

Before making any substantial addition, extension or alteration to any portion of a Partner Government's telecommunication facilities or services which forms or might form part of the common-user system:

- (a) that Partner Government's National Body shall furnish to the Council such particulars, in relation to the addition, extension or alteration, as the Council may require; and
- (b) that Partner Government and its National Body shall give due consideration to the recommendations and advice of the Council relating to the addition, extension or alteration.

ARTICLE 6

Each National Body shall furnish to the Council in respect of each financial year in such form as the Council may prescribe a forecast of its expenditure (including its programme of capital expenditure) on and revenue from telecommunications facilities and services which form or might form part of the common-user system and shall give due consideration to any recommendations and advice made thereon by the Council.

ARTICLE 7

Each National Body shall furnish to the Council statements of account in respect of each financial year in such form as the Council may prescribe.

ARTICLE 8

(1) The aggregate expenses of the common-user system incurred in each financial year by the National Bodies of all the Partner Governments shall be shared between the National Bodies in proportion to the net revenue derived by each National Body in that year from the common-user services operated by it.

(2) The National Body shall retain its net revenue and the sharing of the aggregate expenses of the common-user system between the National Bodies in accordance with the provisions of paragraph (1) of this Article shall constitute the settlement of the indebtedness of the National Bodies among themselves in respect of their use of the common-user system.

ARTICLE 9

For the purposes of this Agreement the Council shall determine from time to time:

- (a) the expenses which are to be regarded as the expenses of the common-user system;
- (b) the manner in which such expenses are to be computed;
- (c) the items which are to be regarded as constituting the net revenue derived by each National Body;
- (d) the manner in which the net revenue of each National Body is to be computed;
- (e) the accounting arrangements which are necessary to give effect to this Agreement;
- (f) the times and manner in which sums due from one National Body to another shall be paid;
- (g) the currencies in which accounts are to be prepared; and
- (h) the financial year for the purpose of this Agreement.

ARTICLE 10

(1) Acceptance of this Agreement under the provisions of Article 11 of this Agreement shall be effected by the signature of the Agreement which shall be kept in the custody of the Government of the United Kingdom of Great Britain and Northern Ireland. The latter Government shall notify all other Partner Governments and the Council of such signatures as soon as possible.

(2) By their acceptance of this Agreement, Partner Governments accept it on their own behalf, on behalf of their National Bodies and, subject to any reservations or exceptions made from time to time, in respect of the territories for the international relations of which they are responsible.

ARTICLE 11

The Government of any independent Member of the Commonwealth and, by agreement of the Partner Governments, the Government of any other Commonwealth country or territory, other than any Government signing the Agreement before the date specified in paragraph (1) of Article 16, may accept this Agreement and become a Partner Government by signing the Agreement as provided for in paragraph (1) of Article 10 of this Agreement.

ARTICLE 12

On the date on which any Partner Government leaves the Commonwealth it shall forthwith cease to be a Partner Government.

ARTICLE 13

(1) If any Partner Government wishes to withdraw from this Agreement, it may do so by giving notice in writing to the Government of the United Kingdom of Great Britain and Northern Ireland. The latter Government shall notify all other Partner Governments and the Council of such notice and the date of receipt thereof as soon as possible.

(2) The notice shall take effect at the end of a financial year as determined under Article 9 (h) and the period of notice shall include two complete financial years from the date of the receipt of the notice by the Government of the United Kingdom of Great Britain and Northern Ireland.

ARTICLE 14

The account under Article 8 of this Agreement of the National Body of any Government ceasing to be a Partner Government under Article 12 or Article 13 of this Agreement shall be made up to the date of that Government ceasing to be a Partner Government and all payments shall be made accordingly.

ARTICLE 15

In the event of a Government ceasing to be a Partner Government this Agreement shall thereafter remain in force and effect as between the remaining Partner Governments subject only to such consequential modifications, if any, as they may agree to be necessary or expedient.

ARTICLE 16

(1) This Agreement shall enter into force for all Governments signing it before 31 March, 1969 on 1 April, 1969.

(2) This Agreement other than Article 8 shall enter into force for a Government signing it pursuant to Article 11 on the date of signature and Article 8 shall enter into force for that Government on such date as the Council shall prescribe.

In witness whereof the undersigned, being duly authorised thereto by their respective Governments, have signed this Agreement.

Done at London this 27th day of January, 1969 in a single original which shall be deposited in the archives of the Government of the United Kingdom of Great Britain and Northern Ireland, which shall transmit certified copies thereof to all signatory Governments and to the Commonwealth Secretary-General.

For the Government of the Commonwealth of Australia:

A. R. DOWNER

For the Government of Barbados:

LIONEL LUCKHOO

For the Government of the Republic of Botswana:

M. D. MOKAMA

5th February, 1969.

For the Government of Canada:

C. S. A. RITCHIE

For the Government of Ceylon:

LALITA RAJAPAKSE

For the Government of the Republic of Cyprus:

D. PAPASAVVAS

For the Government of The Gambia:

H. R. MONDAY

For the Government of the Republic of Ghana:

S. K. ANTHONY

For the Government of Guyana:

LIONEL LUCKHOO

For the Government of the Republic of India:

SHANTI S. DHAVAN

For the Government of Jamaica:

L. LINDO

For the Government of the Republic of Kenya:

J. N. KARANJA

For the Government of Malaysia:

ABDUL JAMIL

For the Government of the Republic of Malawi:

T. S. MANGWAZU

For the Government of New Zealand:

DENIS BLUNDELL

For the Government of the Federal Republic of Nigeria:

BABAFEMI OGUNDIPE

For the Government of Sierra Leone:

AMBROSE P. GENDA, Lt.-Col.

For the Government of the Republic of Singapore:

A. P. RAJAH

For the Government of the United Republic of Tanzania:

Ph. P. MURO

For the Government of Trinidad and Tobago:

W. ANDREW ROSE

For the Government of the Republic of Uganda:

P. O. ETIANG

31/1/69.

For the Government of the United Kingdom of Great Britain and Northern Ireland:

In signing this Agreement the Government of the United Kingdom of Great Britain and Northern Ireland declare, in accordance with Article 10 (2), that the Agreement shall not apply to Southern Rhodesia.

MICHAEL STEWART

For the Government of the Republic of Zambia:

P. A. SIWO

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