

## **General Conditions for Private Remote Sensing Space System Licenses**

*Note: In response to public inquiries, this information is provided to illustrate the general terms and conditions for the operation of a commercial remote sensing satellite system. As such, it should not be considered definitive or comprehensive. Actual licenses may differ in certain terms and respects, based on the specifics of each application and the type of technology/system.*

### **General Conditions**

1. The Licensee shall comply with the requirements of the Act, any and all applicable laws, and any applicable regulations issued pursuant to the Land Remote Sensing Policy Act ("the Act"). The Licensee shall operate the system in a manner that preserves the national security and observes the international obligations and foreign policies of the United States.
2. The Licensee shall at all times maintain positive control of the spacecraft including safeguards to ensure the integrity of spacecraft operations.
3. The Licensee shall maintain and make available to the U.S. Government, as requested, a record of all satellite tasking operations for the previous year and shall comply with all monitoring and compliance requirements established by NOAA.
4. During periods when national security or international obligations and/or foreign policies may be compromised, as defined by the Secretary of Defense or the Secretary of State respectively, the Secretary of Commerce may, after consultation with the appropriate agency(ies), require the Licensee to limit data collection and/or distribution by the system to the extent necessitated by the given situation. During those periods when, and for those geographic areas that, the Secretary of Commerce has required the Licensee to limit distribution, the Licensee shall, on request, make the unenhanced data thus limited from the system available exclusively, by means of government-furnished rekeyable encryption on the downlink, to the U.S. Government. The costs and terms associated with meeting this condition will be negotiated directly between the Licensee and the Department of Defense (for the U.S. Government) in accordance with Section 507(d) of the Act.

The Licensee shall use a data downlink format that allows the U.S. Government access and use of these data during periods when national security or international obligations and/or foreign policies may be compromised. The Licensee shall provide sufficient documentation to the U.S. Government on the Licensee's downlink data format to assure this access.

5. The Licensee shall make available to the government of any country (including the United States) unenhanced data concerning the territory under the jurisdiction of such government as soon as such data are available and on reasonable cost terms and conditions and subject to all other conditions of this license. Prior to responding to any request from a foreign government

seeking to exercise its rights as a "sensed state" as defined within the Act, the Licensee shall consult with NOAA.

6. The Licensee shall make available unenhanced data requested by the National Satellite Land Remote Sensing Data Archive (the Archive) in the Department of the Interior on reasonable cost terms as agreed by the Licensee and the Archive. After a reasonable period of time, as agreed with the Licensee, the Archive may make these data available to the public at a price equivalent to the cost of fulfilling user requests.

Before purging any data in its possession, the Licensee shall offer such data to the Archive at the cost of reproduction and transmission. The Archive may make these data available immediately to the public at a price equivalent to the cost of fulfilling user requests.

7. Upon termination of operations under the license, the Licensee shall dispose of any satellite in space in a manner satisfactory to the President. To meet this condition and to deal with any circumstances involving the satellite's end-of-life/termination-of-mission, the Licensee shall obtain prior U.S. Government approval of all plans and procedures to deal with the safe disposition of the satellite (e.g., burn on reentry or controlled deorbit).

8. The Licensee shall not change the operational specifications of the satellite system from the application as submitted which would result in materially different capabilities without filing an amendment request.

9. The Licensee shall notify NOAA's National Environmental Satellite, Data, and Information Service (NESDIS) of any significant or substantial agreement the Licensee intends to enter with a foreign nation, entity, or consortium involving foreign nations or entities at least 60 days before concluding such agreement. Significant or substantial agreements include, but are not limited to, agreements which would provide for the tasking of the satellite and its sensors, provide for real-time direct access to unenhanced data, or involve high-volume data purchase agreements. NESDIS, in consultation with the appropriate agencies, shall review the proposed agreement to ensure that it is consistent with the terms and conditions of this license. Specifically, the agreement shall require that the foreign entity will abide by the conditions in this license addressing national security and international obligations and foreign policies. If NESDIS, in consultation with appropriate agencies, determines that the proposed agreement will compromise national security concerns or international obligations or foreign policy, NESDIS will so advise the Licensee.

10. Before the Licensee may take any of the following actions, NESDIS must grant an amendment to the license. NESDIS will consult with the appropriate Federal agencies, as required by the Act, before taking final action on the amendment. The Licensee must promptly file all relevant information with NESDIS if the Licensee anticipates the occurrence of any of the following conditions:

- a. Assignment or transfer of the license;
  - b. Any change in ownership of the Licensee that would result in foreign individuals, entities, or consortia having control of the Licensee or an aggregate interest in the Licensee in excess of 25 percent; or
  - c. Any change in the orbital characteristics, performance specifications, or data collection and exploitation capabilities approved above. In the case of an emergency posing an imminent and substantial threat of harm to human life, property, environment, or the remote-sensing space system itself, the Licensee shall not be required to obtain such amendment. If circumstances permit, the Licensee shall attempt to obtain oral approval from NESDIS prior to making any such substantial change.
11. The license is subject to the same restrictions as are imposed on controlled goods by any statutory provisions generally on trade with proscribed states, and to the same restrictions as are imposed on trade of controlled goods with states with respect to which the United States maintains an arms embargo.
12. The issuance of a license does not relieve the Licensee of the obligation to obtain export or other licenses and specific written approval from other appropriate U.S. Government (USG) agencies pursuant to applicable statutes, regulations, or contracts. Such licenses or written approval include licenses for the employment of foreign nationals at any facility involved in the implementation of this license, and for the use of any intellectual property.

### **Synthetic Aperture Radar Systems**

In issuing licenses for synthetic aperture radar systems, conditions or specific limitations may be placed, as necessary, on the following operational parameters, design characteristics, and data flow, including protection, due to national security concerns: resolution in terms of impulse response (IPR), grazing angles, geolocational accuracy, multiple polarization, system throughput (i.e., data collection, ground processing, and dissemination), phase history data, location and function of non- U.S. ground stations, and all uplinks and downlinks.

### **Hyperspectral Systems**

In issuing licenses for hyperspectral systems, conditions or specific limitations may be placed, as necessary, on the following operational parameters, design characteristics, and data flow, including protection, due to national security concerns: spatial and spectral resolution, coregistration of hyperspectral data with data provided by other on-board sensors, operational wavelengths, system throughput (i.e., data collection, ground processing, and dissemination), raw data, location and function of non-U.S. ground stations, and all uplinks and downlinks.