

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of)	
)	
Panasonic Corporation)	
of North America,)	ITC-T/C-20150316-00066
Application to Transfer Control of ITC)	
Global USA, LLC, pursuant to)	
Section 214 of the Communications Act)	
of 1934, as amended)	

**PETITION TO ADOPT CONDITIONS TO
AUTHORIZATIONS AND LICENSES**

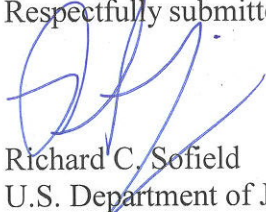
The U.S. Department of Justice (“USDOJ”), to include its components, the National Security Division (“NSD”) and the Federal Bureau of Investigation (“FBI”), submits this Petition to Adopt Conditions to Authorizations and Licenses (“Petition”), pursuant to Section 1.41 of the Federal Communications Commission (“Commission”) rules.¹ Through this Petition, the USDOJ advises the Commission that it has no objection to the Commission approving the authority sought in the above-referenced proceeding, provided that the Commission conditions its approval on the assurance of Panasonic Corporation of North America (“PNA”) and Panasonic Avionics to abide by the commitments and undertakings set forth in the July 28, 2015 Letter of Agreement (“LOA”), a copy of which is attached hereto.

The Commission has long recognized that law enforcement, national security, and public safety concerns are part of its public interest analysis, and has accorded deference to the views of other U.S. government agencies with expertise in those areas. *See In the Matter of Comsat Corporation d/b/a Comsat Mobile Communications, etc.*, 16 FCC Rcd. 21,661, 21707 ¶ 94 (2001).

¹ 47 C.F.R. § 1.41.

After discussions with representatives of PNA in connection with the above- referenced proceeding, the USDOJ, NSD and FBI have concluded that the additional commitments set forth in the LOA will help ensure that the FBI, which has the responsibility of enforcing the law, protecting the national security, and preserving public safety, can proceed appropriately to satisfy those responsibilities. Accordingly, the USDOJ advises the Commission that it has no objection to the Commission granting the application in the above-referenced proceeding, provided that the Commission conditions its consent on compliance with the LOA.

Respectfully submitted,



Richard C. Sofield
U.S. Department of Justice
Director - Foreign Investment Review Staff National
Security Division
Bicentennial Building
600 E Street, NW, Rm 10000
Washington, D.C. 20004

July 30, 2015



July 28, 2015

Mr. John Carlin
Assistant Attorney General for National Security
United States Department of Justice
National Security Division
950 Pennsylvania Avenue NW,
Washington, DC 20530

Subject: FCC Case Number ITC-T/C-20150316-00066
Application by Panasonic Corporation of North America for consent to transfer control of ITC Global USA, LLC, holder of an International Section 214 authorization under FCC ITC-214-20110609-00184

Mr. Carlin:

This Letter of Agreement (“LOA” or “Agreement”) outlines the commitments being made by Panasonic Corporation of North America (“PNA”), by and through its wholly-owned subsidiary, Panasonic Avionics Corporation (“Panasonic Avionics”), to the U.S. Department of Justice (“USDOJ”), including the National Security Division (“NSD”) and the Federal Bureau of Investigation (“FBI”), in order to address national security, law enforcement, and public safety concerns raised with regard to PNA’s application to the Federal Communications Commission (“FCC” or “Commission”) seeking consent for the transfer of control of ITC Global USA, LLC (“ITC USA”) pursuant to Section 214 of the Communications Act of 1934, as amended, and Section 63.18(e)(1) and (e)(2) of the FCC’s rules, 47 C.F.R. § 63.18(e)(1), (e)(2) (the “Transaction”).

PNA is a Delaware corporation wholly-owned by Panasonic Corporation, a publicly traded company based in Osaka, Japan. Its U.S. headquarter is located at Two Riverfront Plaza, Newark, New Jersey 07102. PNA is a holder of an international Section 214 Authority to provide global resale services in accordance with 47 C.F.R. § 63.18(e)(2) (File No. ITC-214-20110307-00061). PNA currently controls Panasonic Avionics, an FCC blanket earth station aboard aircraft (“ESAA”) licensee and a provider of in-flight broadband, voice, text, data, and entertainment connectivity to passenger aircraft around the world (Call Sign E 100089 File No. SES-MFS-20130930-00845).

ITC USA is a Florida limited liability company and a holder of an international Section 214 authority to provide global facilities-based service in accordance with 47 C.F.R. § 63.18(e)(1) and resale services in accordance with 47 C.F.R. § 63.18(e)(2) (File No. ITC-214-20110609-00184). ITC Global and its affiliates provide satellite-based, enterprise class voice, video and data communications services, primarily to oil and gas, mining, and commercial

maritime customers and their employees that cannot be served by conventional terrestrial networks.

Upon consummation of this Transaction between PNA and ITC USA, PNA intends to continue providing satellite and avionics services to its customers worldwide. Panasonic Avionics will focus on serving airborne mobile platforms, while ITC Global and ITC USA, acting as a separate independent business unit of Panasonic Avionics, will continue to serve enterprise, maritime, gas/mining operations and remote terrestrial sites.

Panasonic Avionics confirms that it will comply with all applicable lawful interception statutes, regulations, and requirements, including the Communications Assistance for Law Enforcement Act ("CALEA"), 47 U.S.C. 1001 et seq., and its implementing regulations, as well as comply with all court orders and other legal process for lawfully authorized electronic surveillance. Panasonic Avionics will provide USDOJ, NSD and FBI with a report on the status of its implementation of lawful- interception capabilities, including the status of its compliance with CALEA, within sixty (60) days after the consummation of the Transaction as consented to by the FCC and every thirty (30) days thereafter, up until the time when Panasonic Avionics has fully established and implemented lawful-interception capabilities. Upon completion of the development of its lawful-interception capabilities, Panasonic Avionics will request the Federal Bureau of Investigation ("FBI") to send its CALEA Implementation Unit to conduct a CALEA-compliance test.¹ Once a compliance test is scheduled, Panasonic Avionics will provide notice of the scheduled date.

Panasonic Avionics agrees to notify USDOJ, NSD and FBI, at least 30 days in advance, on any material change to its current services portfolio, including providing end-user telecom services to residential and mobile customers in the United States.

Panasonic Avionics agrees that it will not, directly or indirectly, disclose or permit disclosure of or access to U.S. records² or domestic communications³ or any information (including call content and call data) pertaining to a wiretap order, pen/trap and trace order, subpoena, or any other lawful demand by a U.S. law enforcement agency for U.S. records to any person, if the purpose of such disclosure or access is to respond to the legal process or request on

¹ Panasonic Avionics understands that such a request can be made by contacting the general helpdesk for the CALEA Implementation Unit at (855) LECALCA (532-2532).

² "U.S. Records," as used herein, means Panasonic Avionics customer billing records, subscriber information, and any other related information used, processed, or maintained in the ordinary course of business relating to the services offered by Panasonic Avionics in the U.S. For these purposes, U.S. Records also shall include information subject to disclosure to a U.S. federal or state governmental entity under the procedures specified in Sections 2703(c) and (d) and Section 2709 of Title 18 of the U.S. Code.

³ "Domestic Communications," as used herein, means: (1) Wire Communications or Electronic Communications (whether stored or not) from one U.S. location to another U.S. location; and (b) the U.S. portion of a Wire Communication or Electronic Communication (whether stored or not) that originates or terminates in the United States. "Electronic Communication" has the meaning given in 18 U.S.C. § 2510(12). "Wire Communication" has the meaning given in 18 U.S.C. § 2510(1).

behalf of a non-U.S. government⁴ without first satisfying all pertinent requirements of U.S. law and obtaining the express written consent of USDOJ, or the authorization of a court of competent jurisdiction in the U.S. Any such requests for legal process submitted by a non-U.S. government to Panasonic Avionics shall be referred to USDOJ/NSD as soon as possible, but in no event later than five business days after such request or legal process is received by or made known to Panasonic Avionics, unless disclosure of the request or legal process would be in violation of U.S. law or an order of a court of the United States.

Panasonic Avionics also agrees to ensure that U.S. records are not made subject to mandatory destruction under any foreign laws. The location of the U.S. records' storage facility will be provided to USDOJ, NSD and FBI at least 30 days in advance of the time in which Panasonic Avionics anticipates generating U.S. records, provided that if U.S. records are being generated at the time of consummation of the Transaction, that Panasonic Avionics will have 30 days following consummation to provide such information.

Panasonic Avionics further agrees to designate and maintain a U.S. Law Enforcement Point of Contact ("POC") in the U.S., preferably a U.S. citizen residing in the U.S., to receive service of process for U.S. records and, where possible, to assist and support lawful requests for surveillance or production of U.S. records by U.S. federal, state, and local law enforcement agencies ("Lawful U.S. Process"). This point of contact and his/her contact information will be provided to the FBI within 15 days from the date Panasonic Avionics receives the FCC's consent to the Transaction and will be subject to FBI approval. Panasonic Avionics also agrees to provide the FBI at least 30 days prior written notice of any change in its POC, with all such changes also subject to FBI approval. In addition, Panasonic Avionics will give USDOJ, NSD, and FBI at least 30 days prior written notice of any change to its POC, and Panasonic Avionics' nominated replacement shall be subject to USDOJ, NSD and FBI review and approval. Panasonic Avionics also agrees that the designated POC will have access to all U.S. records, and, in response to lawful U.S. process, will make such records available promptly and, in any event, no later than five business days after receiving such lawful U.S. process.

Panasonic Avionics further agrees that it will report all material outsourced or off-shore service providers, including but not limited to services provided in relation to:

- Network operation center(s) ("NOC");
- Network maintenance services;
- Customer support services;
- Any operation/service that could potentially expose U.S. domestic telecommunications infrastructure, U.S. customer data and records, call detail records ("CDRs"), or customer proprietary network information ("CPNI"); and
- Deployment of any network elements, hardware, software, core network equipment, and network management capabilities that are owned, managed, manufactured or controlled by a foreign government or non-public entities.

⁴ The term "non-US government" means any government, including an identified representative, agent, component or subdivision thereof, that is not a local, state, or federal government in the U.S.

Panasonic Avionics additionally agrees to provide USDOJ, NSD and FBI with notices of material change (e.g., corporate structure changes of relevance or importance to this LOA, ownership changes, and corporate name changes, etc.) within 30 days of such change.

Finally, Panasonic Avionics agrees to provide an annual report to USDOJ, NSD, and FBI regarding the company's compliance with this Agreement, to include:

- Certifications that there were no material changes (where no changes were reported to USDOJ during the preceding year);
- Statement(s) regarding CALEA compliance;
- Notice(s) regarding the company's handling of U.S. records, domestic communications, and U.S. lawful process (i.e., whether handled properly and in accordance with the assurances contained herein);
- Notification(s) of any changes in the services that Panasonic Avionics provides (as described in paragraph 3, page 2 of this LOA), or confirmation that no additional services are being offered;
- Notification(s) of any relationships with foreign-owned telecommunications partners, including any peer relationships;
- Notification(s) of the installation and/or purchase or lease of any foreign-manufactured telecommunication equipment (including, but not limited to, switches, routers, software, hardware);
- Report(s) of any occurrences of cyber-security incidences, network and enterprise breaches, and unauthorized access to customer data and information;
- A re-identification of the name of and contact information of the POC;
- Notifications regarding any other matter of interest to this LOA; and
- Statement that Panasonic Avionics agrees to USDOJ/NSD/FBI requests for site visits and to approve all requests to conduct on-site interviews of Panasonic Avionics employees.

Annual report will be due every 31st day of January of each calendar year, beginning on January 31, 2016, and will be addressed to:

Assistant Attorney General for National Security
U.S. Department of Justice
National Security Division
950 Pennsylvania Avenue, N.W.
Washington, DC 20530
Attention: Team Telecom

Courtesy electronic copies of all notices and communications will also be sent to the following or individuals identified in the future to Panasonic Avionics by USDOJ: Bermel Paz,

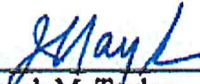
USDOJ (at Bermel.Paz@usdoj.gov); Richard Sofield, USDOJ (richard.sofield2@usdoj.gov); and Ryan Breitenbach, FBI (at ryan.beitenbach@ic.fbi.gov).

PNA and Panasonic Avionics agree that in the event that the commitments set forth in this letter are breached, PNA and Panasonic Avionics, jointly and severally, will be liable for those commitments, and USDOJ/NSD/FBI may request the FCC to modify, condition, revoke, cancel, or render null and void any relevant license, permit, or other authorization granted by the FCC to PNA or its successors-in-interest, in addition to any other remedy available at law or equity. Nothing herein shall be construed to be a waiver by PNA or Panasonic Avionics of, or limitation on, its right to oppose or comment on any such request.

Nothing in this letter is intended to excuse PNA and Panasonic Avionics from their obligations to comply with any and all applicable legal requirements and obligations, including any and all applicable statutes, regulations, requirements, or orders.

Panasonic Avionics understands that, upon execution of this LOA by an authorized representative or attorney, or shortly thereafter, USDOJ shall notify the FCC that it has no objection to the FCC's consent to PNA's application.

Sincerely,



Joseph M. Taylor
Chairman and Chief Executive Officer
Panasonic Corporation of North America



Paul A. Margis
Chief Executive Officer
Panasonic Avionics Corporation