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SEP 25 2003

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September 25, 2003

Int'l Bureau

SEP 26 2003

BY HAND DELIVERY

Received Front Office

SEP 29 2003

CONFIDENTIAL TREATMENT REQUESTED
Policy Branch
International Bureau

Marlene H. Dortch, Secretary
Federal Communications Commission
The Portals Building
445 Twelfth Street, S.W.
Washington, D.C. 20554

Re: PanAmSat Licensee Corp.
Application For Authority to Launch and Operate a Replacement Fixed-Satellite Service Space Station
File No. SAT-AMD-20030228-00020
Call Sign: S2386

REQUEST THAT MATERIALS BE WITHHELD FROM PUBLIC INSPECTION

Dear Ms. Dortch:

Pursuant to an informal request from the International Bureau, PanAmSat Licensee Corp. ("PanAmSat") hereby submits a copy of an agreement (the "Agreement"), dated August 1, 2001, by and between PanAmSat Corporation ("PanAmSat") and JSAT International, Inc. ("JSAT").¹ The International Bureau made the request in connection with its processing of the above-referenced "Galaxy XIII"

¹ Filed concurrently with this submission, pursuant to a similar informal request from the International Bureau, is a redacted version of the related "Limited Liability Company Agreement" by and between PanAmSat and JSAT.

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space station application. The enclosed Agreement sets forth basic terms and conditions relating to the joint venture between PanAmSat and JSAT.

Due to its highly proprietary nature, PanAmSat requests that, pursuant to Section 552(b)(4) of Title 5 of the U.S. Code and Sections 0.457(d) and 0.459 of the Commission rules,² the Agreement be withheld from public inspection and not placed in the Commission's public files. If this request for confidential treatment is denied, PanAmSat respectfully requests that the Commission return the Agreement without consideration, pursuant to 0.459(e) of the Commission's rules.³

Confidential treatment is warranted because the Agreement contains detailed material qualifying as commercial and financial information that "would customarily be guarded from competitors" regardless of whether or not such materials are protected from disclosure by a privilege.⁴ The Agreement is precisely the type of information that, if disclosed, could be of value to competitors and detrimental to both PanAmSat and JSAT.

More specifically, the Agreement contains sensitive information that if disclosed could cause material harm to PanAmSat and JSAT. It includes information regarding the structure of the joint venture, funding, allocation of costs, operational plans, and schedules, as well as marketing, sales, and related business information. PanAmSat and JSAT would be placed at a competitive disadvantage if these detailed terms were revealed to other service providers. For example, their competitors could use this information to gain an advantage in vying for potential customers. Moreover, the Agreement includes information relating to insurance, liability, termination rights, and other commercial arrangements that are customarily guarded from competitors and would give competitors an advantage if disclosed.

Section 11.10 of the Agreement requires the parties to maintain, and they have maintained, the confidentiality of the terms and provisions thereof. Although PanAmSat and JSAT issued a general press release at the time they entered into their joint venture, they have not made the Agreement available to the public and have not disclosed to third parties the specific terms and conditions that are set forth in the Agreement. PanAmSat and JSAT have taken concrete protective measures to ensure that the information in the Agreement is not disclosed. Specifically, such information is maintained in non-public locations at the offices of PanAmSat, JSAT and their respective counsel. Because the Agreement is not deemed material under Securities and

² 5 U.S.C. § 552(b)(4); 47 C.F.R. § 0.457(d); 47 C.F.R. § 0.459.

³ 47 C.F.R. § 0.459(e).

⁴ See 47 C.F.R. § 0.457(d).

Marlene H. Dortch
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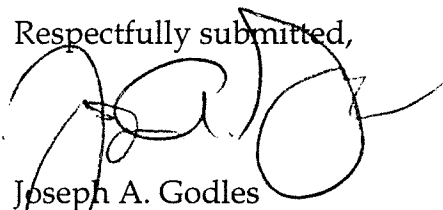
Exchange Commission ("SEC") criteria, moreover, there is no requirement for it to be filed - and it has not been filed - with the SEC.

PanAmSat respectfully requests that the Agreement be withheld from disclosure for an indefinite period because disclosure would jeopardize the competitive positions of PanAmSat and JSAT for the foreseeable future. In the alternative, it requests that the Agreement be withheld from disclosure for 15 years, with the opportunity to request an extension. At the end of this period the harmful effects of disclosure will likely be reduced because Galaxy XIII should be near or at the end of its useful life.

Finally, denial of PanAmSat's confidentiality request could impair the Commission's ability to obtain information similar to the Agreement in the future. Companies will be resistant to providing sensitive information to the Commission if they lack confidence that the information will be kept from the public. To encourage candid communication, the Commission should preserve the confidentiality of the Agreement.

Accordingly, and for the reasons stated herein, PanAmSat respectfully requests that the enclosed Agreement be given confidential treatment.⁵ Any questions concerning this filing should be directed to the undersigned.

Respectfully submitted,



Joseph A. Godles
Michael A. McCoin
Attorneys for PanAmSat Corporation

Attachment

Cc: Karl Kensinger, FCC (w/o Attachment)
John Coles, FCC (w/o Attachment)
Phillip L. Spector, counsel for JSAT
Jeff Olson, counsel for JSAT

⁵ Horizons LLC is not including with this filing the schedules and exhibits associated with the Agreement, which it does not believe are relevant to the processing of the above-referenced petition. The table of contents appearing in the enclosed copy of the Agreement, however, identifies all of the schedules and exhibits.