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6017 Woodley Road
McLean, VA 22101
June 7, 2007

Marlene H. Dortch
Secretary
Federal Communications Commission
The Portals, Room TW-A325
455 12th Street, S.W.
Washington, DC 20554

FILED/ACCEPTED

JUN - 7 2007

Federal Communications Commission
Office of the Secretary

Attn: Mr. Robert G. Nelson
Chief, Satellite Division
International Bureau

REQUEST FOR CONFIDENTIAL TREATMENT
ROUTE DIRECTLY TO INTERNATIONAL BUREAU

Re: Response to International Bureau Letter Dated May 18, 2007

AtContact Communications, LLC's Demonstration of Compliance With the First Milestone for its Ka-Band FSS Satellite System;

File Nos. SAT-MOD-20060511-00056 (NGSO), SAT-MOD-20060511-00059 (83° W.L.), SAT-MOD-20060511-00060 (121° W.L.), SAT-MOD-20060511-00058 (34° E.L.), SAT-MOD-20060511-00057 (130° E.L.); Call Signs S2346, S2680, S2681, S2682, S2683

Dear Mr. Nelson:

This is in response to your letter of May 18, 2007, concerning AtContact Communications, LLC's ("@contact") submission of materials on April 13, 2007 to demonstrate compliance with its milestones to execute non-contingent satellite manufacturing contracts for its Ka-band satellites systems. In that latter, you asked for an explanation regarding the disparity between the Ka-band NGSO frequencies contained in @contact's authorization and those listed in its construction contract. You also asked that Exhibit F be resubmitted for both the NGSO and GSO contracts to show greater detail regarding payment milestones.

At the outset, we are restating in this letter our request for confidential treatment of the materials associated with the above-referenced matters, including the discussion, exhibits, attachments and materials contained in this response.

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Confidentiality Treatment Request

AtContact Communications, LLC (“@contact”), by its counsel, hereby requests that this letter and the documents submitted herewith responding to the International Bureau’s (“IB”) letter of May 18 concerning compliance with the contract execution milestone contained in @contact’s Ka-band license¹ and the submissions required by Section 25.164(c) of the Commission’s rules² and the Commission’s First Space Station Licensing Reform Order,³ be held in confidence and not made available for public inspection, pursuant to Section 0.459 of the Commission’s rules.⁴ Confidential treatment in this circumstance is fully consistent with the Administrative Procedure Act and past Commission practice.

AtContact Communications, LLC (“@contact has filed through IBFS a public redacted version of the binding, non-contingent contract between @contact and Space Systems/Loral for the construction of its above-referenced satellite system. However, the entirety of the materials in this letter and its attachments constitute information that must remain fully redacted from the public version.

On April 13, 2007, @contact submitted under cover of a similar request for confidential treatment an unredacted copy of the fully-executed, non-contingent agreement, with exhibits, between Space Systems/Loral (“Loral”) and @contact. This agreement covers the five Call Signs referenced above.

Also, in furtherance of this request, only one copy of this letter and document is being filed with the Commission. No brackets or shaded text is required because the entirety of this letter and its attachments are part of the totality of materials for which confidential treatment has been and continues to be requested. The contents of all the exhibits are considered part and parcel of this request.

¹ *Order and Authorization, in the Matter of contactMEO Communications, LLC, For Authority to Launch and Operate a Non-Geostationary Orbit Fixed-Satellite System in the Ka-band Frequencies*, 21 FCC Rcd 4035 (2006) at ¶68.

² 47 C.F.R. § 25.164(c) (requiring demonstration of a binding, non-contingent contract for construction of the licensed satellite system).

³ *In the Matter of Amendment of the Commission’s Space Station Licensing Rules and Policies; Mitigation of Orbital Debris, First Report and Order and Further Notice of Proposed Rulemaking in IB Docket No. 02-34, and First Report and Order in IB Docket No. 02-54*, 18 FCC Rcd 10760, 10831 (¶184) (2003) (“*First Space Station Licensing Reform Order*”) (requiring that a licensee demonstrate compliance with the one-year contract execution milestone).

⁴ 47 C.F.R. § 0.459; *see also, id.*, ¶187.

@contact hereby requests that the contents and language of this letter and all associated exhibits be treated as confidential and not routinely available for public inspection pursuant to 47 C.F.R. §§ 0.457 and 0.459, and 5 U.S.C. § 552(b)(4). These components of the contract contain highly sensitive information that qualifies as “commercial, financial, or technical information that “would customarily be guarded from competitors” regardless of whether or not such materials are protected from disclosure by a privilege. See 47 C.F.R. § 0.457(d); see also *Critical Mass Energy Project v. NRC*, 975 F.2d 871, 879 (D.C. Cir. 1992) (“*Critical Mass Energy*”) (concluding that financial or commercial information provided to the Government voluntarily is “confidential” for purposes of Exemption 4 of the Freedom of Information Act, which applies to information constituting “trade secrets and commercial or financial information” that “would not customarily be released to the public”). Revealing the information in the contract for which confidentiality has been requested could place @contact and Loral at a competitive disadvantage.

In support of this request and pursuant to 47 C.F.R. § 0.459(d) of the Commission’s rules, @contact provides the following information:

1. **Specific Information For Which Confidential Treatment is Sought - § 0.459(b)(1):** @contact seeks confidential treatment for this letter and its attachments, as well as those parts of the satellite construction contract, including all exhibits, between it and Loral that relate to specific technical characteristics, financial terms, payment plans and construction schedules and similar matters. As noted, @contact has also filed a public version of the contract, which reflects redaction of these parts of the contract.
2. **Circumstances Giving Rise to the Submission - § 0.459(b)(2):** The information is being submitted pursuant to 47 C.F.R. § 25.164(c) to demonstrate compliance with the binding, non-contingent contract milestone contained at paragraph 68 of @contact’s Ka-band license, and in response to the International Bureau’s request of May 18, 2007 for additional information associated with the confidential components of the contract.
3. **Degree to Which The Information is Commercial or Financial, or Contains a Trade Secret or is Privileged - § 0.459(b)(3):** This letter and its associated attachments and exhibits constitute contract materials for which @contact request confidential treatment contain sensitive commercial, financial and technical information that would customarily be kept from competitors. This information includes confidential terms associated with technical information and characteristics, and operational and financial details. @contact would be severely prejudiced in its ability to compete were such information released to become available to a competitor. It could also adversely impact future negotiations between @contact and Loral, as well as

between Loral and their potential contractors or customers. Disclosure of these terms would therefore be damaging to both companies.

4. **Degree to Which The Information Concerns a Service That is Subject to Competition - § 0.459(b)(4):** The commercial provision of Ka-band FSS is relatively new in the industry, and there are numerous @contact applicants and competitors who would stand to benefit competitively from any knowledge of the materials for which @contact requests confidential treatment.
5. **How Disclosure of The Information Could Result in Substantial Competitive Harm - § 0.459(5):** Disclosure of the information for which confidentiality treatment is requested could result in substantial harm to @contact and Loral by revealing to their competitors the satellite construction industry and the public information that would be useful in negotiating contracts to develop competing service offerings. “Buyers receive a clear competitive advantage if they know the prices that other buyers have been charged as a result of individual negotiations.” *See In re Application of Mobile Communications Holdings, Inc. for Authority to Construct the ILLIPSO Elliptical Orbit Mobile Satellite System*, 10 FCC Rcd 1547, 1548 (Int’l Bur. 1994). In addition, @contact would be adversely affected in any future negotiations for satellite construction if this information were available to other satellite manufacturers.
6. **Measures Taken by @contact to Prevent Unauthorized Disclosure - § 0.459(b)(6):** By the terms of the contract and through non-disclosure agreements, @contact and Loral go to great lengths to prevent unauthorized persons from having access to the sensitive technical and financial information for which confidential treatment is requested.
7. **The Information Submitted is Not Available to the Public and Has Not Previously Been Disclosed to Third Parties, Except for Appropriately Limited Circumstances - § 0.459(b)(7):** No part of the materials for which confidential treatment is requested has been or is available to the public or any third party without direct “need to know” involvement.
8. **Period During Which the Submitted Material Should Not be Available for Public Disclosure – § 0.459(b)(8):** @contact requests that the materials for which confidential treatment have been requested remain withheld from public disclosure indefinitely.
9. **Other Information Supporting Request for Confidential Treatment – § 0.459(b)(9):** Denying @contact’s request for

confidential treatment would impair the Commission's ability to obtain voluntarily this kind of information in the future. The Commission has long recognized the need for respecting confidentiality of certain materials, as shown by its discussion in its *First Space Station Licensing Reform Order* at paragraphs 186-87, by §§ 0.457 and 0.459 of its rules, and by its and U.S. Court of Appeals decisions.⁵ These policies and practices apply fully to the enclosed materials.

For the foregoing reasons, @contact asks that the Commission extend confidential treatment to this letter and the attached information as requested herein.

Response to Letter of May 18

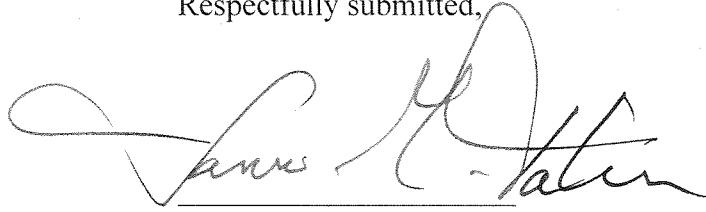
The inconsistency in frequencies contained in @contact's authorization and those listed in the NGSO materials at Exhibit B of the NGSO contract submitted under request for confidentiality on April 13, 2007 are due in substantial part to reproduction and assembly anomalies that occurred in the final moments of preparing the voluminous documents for filing with the Commission. During assembly of the several thousand pages of materials for filing, there was inadvertent substitution of GSO contract details into the NGSO contract. As part of the corrective process, we have updated the NGSO details to reflect the original intent. To be clear, there was and is no intention to construct or operate the NGSO system on frequencies that are not authorized or for which notice has not been provided pursuant to Section 25.113(d) of the rules. No application to modify @contact's authorization in this regard is planned. Attached hereto is a replacement Exhibit B that contains the correct pages and reflects the details intended by the parties..

The contract provisions regarding payments on completion of milestones have been more fully detailed as requested and are contained in the attached Exhibits F for both the NGSO and GSO satellites. The payment plan milestones are set out along with references and explanations. In addition, attached is a letter from Loral to @contact explaining the nature of the needed corrections, as well as a copy of Contract Amendment No. 1 that formally incorporates these changes into the underlying contract.

⁵ See *Examination of Current Policy Concerning the Treatment of Confidential Information Submitted to the Commission*, 13 FCC Rcd 24816, ¶ 8 (1998) (declining to disclose competitively sensitive contracts "on the mere chance" that such disclosure might be helpful to a third party in some fashion). See also *Critical Mass Energy*, supra, at 878 ("Where, however, the information is provided to the Government voluntarily, the presumption is that [the Government's] interest will be threatened by disclosure as the persons whose confidences have been betrayed will, in all likelihood, refuse further cooperation.")

If there are any further questions, please do not hesitate to contact the undersigned. We regret any inconvenience these matters may have caused.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "James M. Talens". The signature is fluid and cursive, with a large initial "J" and "T".

James M. Talens
703.241.1144

Counsel for
AtContact Communications, LLC

David M. Drucker
Manager
AtContact Communications, LLC
2539 North Highway 67
Sedalia, CO 80135
303.688.5162

Attachments