



500 Cummings Center  
Beverly, MA 01915  
1.978.619.1300  
www.atni.com

June 18, 2019

Assistant Secretary for Border, Immigration, and Trade  
Office of Strategy, Policy, and Plans  
Mail Stop 0445  
U.S. Department of Homeland Security  
2707 Martin Luther King Jr. Ave SE  
Washington, D.C. 20528-0445  
[IP-FCC@hq.dhs.gov](mailto:IP-FCC@hq.dhs.gov)

Dear Sir:

This Letter of Assurances (“LOA”) outlines the commitments made by ATN Undersea Cable Corporation (“ATN”) to the U.S. Department of Homeland Security (“DHS”) to address national security, law enforcement, and public safety concerns raised with regard to an application filed by ATN with the Federal Communications Commission (“FCC”) requesting a license to construct, land, and operate a fiber-optic submarine cable system linking the island of St. Thomas with the island of St. Croix, the VILink Submarine Cable System (“VILink”).<sup>1</sup>

ATN has agreed to provide this LOA to DHS, and ATN understands that DHS will petition the FCC to condition the requested authorization on compliance with this LOA.

For purposes of this LOA:

- A. “Domestic Communications” means: (a) Wire Communications or Electronic Communications (whether stored or not) between one U.S. location and another U.S. location; or (b) the U.S. portion of a Wire Communication or Electronic Communication (whether stored or not) that originates or terminates in the United States.
- B. “Domestic Communications Infrastructure” or “DCI” means: (a) any portion of VILink that physically is located in the United States, up to the submarine line terminating equipment, including (if any) transmission, switching, bridging, and routing equipment, and any associated software (with the exception of commercial-off-the-shelf (“COTS”) software used for common business functions, *e.g.*, Microsoft Office) used by or on behalf of ATN to provide, process, direct, control, supervise, or manage Domestic Communications; and (b) Network Operations Center (“NOC”) facilities, as defined in Section D below.
- C. “Electronic Communication” has the meaning given it in 18 U.S.C. § 2510(12).

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<sup>1</sup> Application of ATN Undersea Cable Corporation for a License to Construct, Land, and Operate the VILink Cable System, an Undersea Cable System Linking the Islands of St. Thomas and St. Croix in the United States Virgin Islands, United States, SCL-LIC-20180417-00008 (Apr. 12, 2018).

- D. "Network Operations Center" or "NOC" means the locations and facilities designated as such by ATN for purposes of performing network management, monitoring, maintenance, or other operational functions for VILink.
- E. "Principal Equipment" means the primary electronic components of VILink, which includes the Domestic Communications Infrastructure and Wet Infrastructure. Principal Equipment includes, but is not limited to: network element servers; routers; switches; repeaters; submarine line terminal equipment ("SLTE"); system supervisory equipment ("SSE"); signal modulators and amplifiers; power feed equipment ("PFE"); tilt and shape equalizer units ("TEQ/SEQ"); optical distribution frames ("ODF"); branching units ("BU"); synchronous optical network ("SONET"); synchronous digital hierarchy ("SDH"); wave division multiplexing ("WDM"); dense wave division multiplexing ("DWDM"); coarse wave division multiplexing ("CWDM"); or optical carrier network ("OCx") equipment, as applicable; and any non-embedded software used for monitoring, administration, or provisioning VILink (with the exception of COTS software used for common business functions, *e.g.*, Microsoft Office).
- F. "Screened Personnel" has the meaning set forth in Paragraph 9 below.
- G. "Wet Infrastructure" means hardware components installed and residing on the undersea portion of VILink, including fiber optic cables, repeaters, branching units, and routers (if any). Wet Infrastructure includes all the components used to define the topology of the undersea portion of VILink.
- H. "Wire Communication" has the meaning given it in 18 U.S.C. § 2510(1).

ATN undertakes to comply with the following commitments:

### **1. Security Point of Contact**

ATN agrees to maintain a Security Point of Contact ("POC") for purposes of this LOA. The POC will be a U.S. citizen residing in the United States, including its territories. ATN agrees to nominate a proposed POC within thirty (30) business days of the execution of this LOA. ATN understands that the POC nomination will be subject to DHS review and non-objection and may be subject to a background check at the sole discretion of DHS.

The POC will be available twenty-four (24) hours per day, seven (7) days per week, regarding any national security, law enforcement, or public safety concerns that DHS may raise with respect to VILink. The POC will be responsible for receiving and promptly effectuating any lawful inquiries or requests for information and for otherwise ensuring compliance with obligations set forth in this LOA.

ATN agrees to notify DHS of any proposed change to the POC at least ten (10) business days in advance of such proposed change. ATN understands that any proposed POC nomination will be subject to DHS review and non-objection and may be subject to a background check at the sole discretion of DHS.

## **2. Cable System Information**

At least sixty (60) business days prior to commencement of construction of VILink, and, thereafter, within fifteen (15) business days upon request by DHS, ATN agrees to make available the following VILink Information.

- (a) Network management information, including, but not limited to: (1) a network map that includes physical and logical topology; (2) network and telecommunications architecture descriptions and associated descriptions of interconnection points and controlled gateways to the DCI and Wet Infrastructure; (3) network operational plans, processes, and procedures; (4) locations and functions of any NOCs, data centers, and main distribution facilities; (5) ATN organizational chart, to include specific reference to the names and positions of senior ATN officials responsible for operations of VILink; and (6) descriptions of interfaces and connections to VILink for service offload, disaster recovery, or administrative functions;
- (b) A complete and current list of all contracts held by ATN or its designee(s) for the maintenance and security of VILink; and
- (c) A restoration plan for the Principal Equipment and the Wet Infrastructure for VILink.

## **3. Principal Equipment List**

At least sixty (60) business days prior to the commencement of construction of VILink, ATN agrees to provide DHS with a list to include:

- (a) A complete and current list of all Principal Equipment, including: (1) a description of each item and the functions supported, (2) each item's manufacturer, and (3) the model and/or version number of any hardware or software; and
- (b) Any vendors, contractors, or subcontractors involved in providing, installing, operating, managing, or maintaining the Principal Equipment.

ATN understands that DHS will approve or disapprove the Principal Equipment List within thirty (30) business days of receipt. Failure by DHS to respond within the required timeframe will be deemed to constitute a non-objection to use of the equipment included on the Principal Equipment List and the services of the vendors, contractors, or subcontractors identified on the Principal Equipment List.

#### **4. Modifications to Existing Principal Equipment**

ATN agrees to provide DHS at least fifteen (15) business days' advance notice prior to performing any maintenance, repair, or replacement that would result in any modification to existing Principal Equipment for VILink. ATN need not comply with the advance notice requirement for any maintenance, repair, or replacement that is undertaken in response to an unforeseen or uncontrollable event and that is necessary to ensure the continued operability of VILink; however, in such circumstances, ATN agrees to provide advance notice to DHS of the modification, if practicable, and, if impracticable, ATN agrees to provide notice within ten (10) business days after the modification of the Principal Equipment. ATN may continue to utilize any Principal Equipment repaired or replaced pursuant to the process outlined in this Paragraph, provided that DHS does not object within thirty (30) business days of notification.

#### **5. Change in Vendors, Contractors, or Subcontractors for Principal Equipment**

ATN agrees to provide at least thirty (30) business days' advance notice prior to making any modifications to the list of vendors, contractors, or subcontractors involved in providing, installing, operating, managing, or maintaining the Principal Equipment. In addition, ATN agrees to provide at least thirty (30) business days' advance notice prior to changing the service offerings or support from a previously-listed vendor, contractor, subcontractor (*i.e.*, where a previously-listed provider will be offering support in a previously unidentified way). ATN understands that DHS will approve or disapprove any modification or change proposed pursuant to this Paragraph within thirty (30) business days of receipt. Failure by DHS to respond within the required timeframe will be deemed to constitute a non-objection to proposed modification or change.

#### **6. Equipment Testing**

ATN agrees to provide at least thirty (30) business days' advance notice prior to initiating the testing of any new Principal Equipment connected to the DCI or the Wet Infrastructure by any vendor not already on the approved Principal Equipment List. . This includes any testing of equipment in laboratory or beta network environments. ATN understands that DHS will approve or disapprove the testing proposed pursuant to this Paragraph within thirty (30) business days of receipt. Failure by DHS to respond within the required timeframe will be deemed to constitute a non-objection to proposed testing.

#### **7. Measures to Prevent Improper Use and Unauthorized Access**

ATN agrees to take all practicable measures to prevent unauthorized access to VILink and to prevent any unlawful use or disclosure of information carried on the same. For purposes of this Paragraph, "all practicable measures," at a minimum include compliance with all U.S. laws and regulations governing cybersecurity, information security, and privacy. Such measures also will include the implementation of a cybersecurity plan that is consistent with the National Institute of Standards and Technology (NIST)

Cybersecurity Framework, to include items such as configuration management, security audits, and system interconnection documentation, as well as contractual safeguards and screening procedures for personnel with logical access to the DCI.

ATN agrees to take all practicable measures to protect and promote resiliency of VILink, including measures to ensure that security patches for systems and applications are up to date.

ATN agrees to maintain or exceed security standards and best practices utilized within the U.S. telecommunications industry for maintenance of password systems and firewalls, non-destructive access logs, and periodic internal network security and switch audits. ATN agrees to submit a policy regarding logical security measures adopted in accordance with this Paragraph to DHS at least sixty (60) business days prior to the commencement of construction of VILink. ATN agrees to meet and confer with DHS and to resolve to the satisfaction of DHS any concerns DHS may raise about such policy.

## **8. Physical Security Measures**

ATN agrees to take all practicable measures to physically secure VILink, including the DCI. ATN will screen appropriate personnel in accordance with Paragraph 9 below, and ATN will require that all visitors who physically access the DCI are escorted at all times by Screened Personnel, as defined herein. ATN agrees to submit a policy regarding physical security measures to DHS at least sixty (60) business days prior to the commencement of construction of VILink. ATN agrees to meet and confer with DHS and to resolve to the satisfaction of DHS any concerns DHS may raise about such policy.

## **9. Screening of Personnel**

ATN agrees to implement, either directly or through a vendor or service provider, a process to screen any existing or newly hired ATN personnel (or any personnel performing under an agreement with ATN) in, at minimum, the following circumstances:

- (a) Any person whose position could involve logical access to the DCI; and
- (b) All personnel charged with securing the DCI.

ATN's personnel screening process will be reflected in a written policy and will include background investigations, public criminal records checks, or other analogous means to ascertain a person's trustworthiness. Upon satisfactory completion of the requirements set forth in the screening policy, such persons will be considered "Screened Personnel."

ATN agrees to submit the screening policy to DHS at least sixty (60) business days prior to commencement of construction of VILink. ATN agrees to meet and confer with DHS and to resolve to the satisfaction of DHS any concerns DHS may raise about such policy. In addition, ATN agrees to cooperate with any request by DHS to provide additional identifying information regarding Screened Personnel.

## **10. Reporting Incidents and Breaches**

ATN agrees to report to DHS promptly if it learns of information that reasonably indicates:

- (a) Unauthorized third-party access to, or disruption or corruption of, VILink or any information being carried on VILink;
- (b) Any other unauthorized access to or disclosure of Domestic Communications in violation of federal, state, or local law; or
- (c) Any material breach of the commitments made in this LOA.

Any reports required by this provision will be made in writing to DHS within ten (10) business days of discovery of the relevant conduct. ATN further agrees to remediate any incidents or breaches reported pursuant to this provision to the satisfaction of DHS.

## **11. Instruction of Obligations**

ATN agrees to instruct appropriate officers, employees, contractors, and agents as to ATN's obligations under this LOA, including the individuals' duty to report any violation, and issue periodic reminders of such obligations. ATN agrees to issue initial instructions in writing at least sixty (60) business days prior to commencement of construction of VILink, and updated instructions annually thereafter. ATN agrees to submit a copy of the initial instructions to DHS at the same time.

## **12. Change in Services or Cable Operations**

ATN agrees to notify DHS in writing at least thirty (30) business days prior to implementing any changes to the communications services or operations of VILink. ATN agrees to provide a detailed description of the proposed change including the terms, conditions, individuals and/or entities involved in making the change to the communications services or operations.

## **13. Annual Report**

On the anniversary of the date of this LOA, ATN agrees to submit to DHS a report assessing ATN's compliance with the terms of this LOA for the preceding year. The report will include:

- (a) The names and contact information of the then-current POCs;
- (b) Cable System Information, as described in Paragraph 2 above, noting any changes during the reporting period;

- (c) An updated Principal Equipment List containing all information described in Paragraph 3 above, identifying any material modifications during the reporting period;
- (d) A copy of the then-current policies adopted in accordance with this LOA including policies for logical security (Paragraph 7), physical security (Paragraph 8), personnel screening (Paragraph 9), incident reporting (Paragraph 10), and employee training (Paragraph 11), and a summary of any changes during the reporting period and the reasons therefore;
- (e) A summary of any events that occurred during the reporting period that will or reasonably could impact the effectiveness of or compliance with this LOA; and
- (f) A summary of any known acts of noncompliance with the terms of this LOA that occurred during the reporting period, whether inadvertent or intentional, with a discussion of what steps have been or will be taken to prevent such acts from occurring in the future.

#### **14. DHS Consultation and Visitation**

ATN agrees to meet and confer with DHS and to resolve to the satisfaction of DHS any concerns DHS may raise about materials submitted pursuant to this LOA.

ATN agrees to negotiate in good faith to resolve to the satisfaction of DHS any national security, law enforcement, or public safety concerns DHS may raise with respect to any matters set forth in this LOA.

ATN agrees that, upon reasonable advance notice, DHS may visit any part of the DCI to conduct on-site reviews concerning the implementation of the terms of this LOA and ATN's compliance with its terms. Subject to applicable law, during such visits, ATN will cooperate with DHS requests to make available information, facilities, and personnel to verify compliance with the terms of this LOA.

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This LOA shall inure to the benefit of, and shall be binding upon, ATN and its successors, assigns, subsidiaries, and affiliates.

ATN agrees that, in the event the commitments set forth in this LOA are breached, in addition to any other remedy available at law or equity, DHS may request that the FCC modify, condition, revoke, cancel, terminate, or render null and void any relevant license, permit, or other authorization granted by the FCC to ATN or any successors-in-interest.


If, after this LOA takes effect, DHS or ATN believes that changed circumstances warrant a modification or termination of this LOA (including if DHS determines that the terms of this

LOA are inadequate or no longer necessary to address national security, law enforcement, or public safety concerns), ATN agrees to negotiate in good faith with DHS to modify this LOA. Rejection of a proposed modification alone shall not constitute evidence of a failure to negotiate in good faith.

Nothing in this LOA is intended to excuse ATN from its obligations to comply with any and all applicable legal requirements and obligations, including any and all applicable statutes, regulations, requirements, or orders.

ATN understands that, promptly upon execution of this LOA by an authorized representative or attorney for ATN, DHS will notify the FCC that it has no objection to the FCC's grant of the pending application.

For and on behalf of ATN Undersea Cable Corporation

  
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Mary Mabey, Secretary  
ATN Undersea Cable Corporation  
500 Cummings Center, Suite 2450  
Beverly, MA 01915  
978-619-1323  
mmabey@atni.com