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# LATHAM & WATKINS LLP

April 9, 2015

## **VIA ELECTRONIC FILING**

Ms. Marlene H. Dortch  
Secretary  
Federal Communications Commission  
445 12th Street, S.W.  
Washington, D.C. 20554

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Re: Inmarsat Mobile Networks, Inc., Call Sign E120072, IBFS File Nos. SES-LIC-20120426-00397, SES-AMD-20120823-00781; SES-AMD-20150114-00008

Dear Ms. Dortch:

On March 30, 2015, the Commission granted market access authority in the above-referenced application proceeding for the Inmarsat-5 F2 satellite (the “Satellite”), subject to a condition requiring Inmarsat Mobile Networks, Inc. (“Inmarsat”) to provide evidence demonstrating that the United Kingdom Space Agency has granted authority for launch and space operations under the United Kingdom Outer Space Act, within 10 business days of the release of the granting order.<sup>1</sup>

In accordance with that condition, Inmarsat hereby submits a copy of the Space Activity Licence, dated January 21, 2015, issued pursuant to the United Kingdom’s Outer Space Act of 1986, for the Satellite. Inmarsat has redacted the insurance policy identifying information in Section 6.2 of the Space Activity Licence.

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<sup>1</sup> *Inmarsat Mobile Networks, Inc., Application to Operate a Fixed-Satellite Service Gateway Earth Station Facility in Lino Lakes, Minnesota with the Inmarsat-5 F2 Space Station*, File Nos. SES-LIC-20120426-00397, SES-AMD-20120823-00781, SES-AMD-20150114-00008, Call Sign E120072, Order and Authorization and Declaratory Ruling, DA 15-392 ¶ (rel. Mar. 30, 2015).

LATHAM & WATKINS<sup>LLP</sup>

Please contact the undersigned if you have any questions regarding this submission.

Respectfully submitted,

/s/

Elizabeth R. Park

Attachment

cc: Jose Albuquerque

**Outer Space Act 1986**

**SPACE ACTIVITY LICENCE**

**THE SECRETARY OF STATE FOR BUSINESS,  
INNOVATION AND SKILLS**

**and**

**INMARSAT GLOBAL LIMITED  
INMARSAT LAUNCH COMPANY LIMITED**

Date: 21 January 2015

**Grant of Licence pursuant to sections 4 and 5 of the Outer Space Act 1986, by the Secretary of State for Business, Innovation and Skills, whose principal office is at 1 Victoria Street, London, SW1H 0ET (“the Secretary of State”), to Inmarsat Global Limited, a company incorporated in the UK under no. 3675885, whose registered office is at 99 City Road, London, EC1Y 1AX and Inmarsat Launch Company Limited, a company incorporated in the Isle of Man under no. 003681V, whose registered office is at Fort Anne, Douglas, Isle of Man, IM1 5PD (“the Licensees”).**

1. Interpretation, Etc

1.1 In this Licence:

1.1.1 “Act” means the Outer Space Act 1986;

1.1.2 “Condition” means any term or provision whatsoever of this Licence;

1.1.3 “Effective Event” means the Launch;

1.1.4 “Insurance Policy” means the insurance policy taken out by or on behalf of the Licensees to comply with the obligations imposed by this Licence;

1.1.5 “Launch” means the point in time when an electronic signal is sent to command the opening of any first stage propellant valves;

1.1.6 “Licensed Activities” means:

a) procuring by Inmarsat Launch Company Limited from International Launch Service (ILS) a service comprising the launch and deployment into geo-stationary orbit of the Satellite and;

b) operation by Inmarsat Global Limited of the Satellite.

1.1.7 “Satellite” means the satellite known as Inmarsat-5 F2;

1.1.8 except where the context otherwise requires, words and expressions have the same meaning as they have in the Act; and

1.1.9 the Interpretation Act 1978 applies as it applies to an Act of Parliament.

## 2. Conditions Precedent

2.1 This Licence shall not come into effect unless:

2.1.1 the Licensees have notified the Secretary of State of the proposed date and location of the Launch;

2.1.2 the Licensees have provided the Secretary of State with full information at least 14 days before the Launch (or such lesser number of days before the Launch as the Secretary of State may agree) as to:

2.1.2.1 calculated payload fairing impact points; and

2.1.2.2 the basic orbital parameters, including nodal period, inclination, apogee and perigee of the Satellite;

2.1.3 the Secretary of State has given his prior written consent to any amendments to the Insurance Policy;

2.1.4 the Licensees have taken out valid and enforceable insurance against all liabilities that may arise in respect of damage or loss suffered by third parties in the United Kingdom or elsewhere as a result of the Licensed Activities and, immediately before the Launch, no circumstances exist entitling the insurer to repudiate or disclaim liability; and

2.1.5 the Effective Event takes place before the first anniversary of the date of this Licence.

## 3. Licence

3.1 In exercise of the powers conferred on him by the Act, the Secretary of State hereby GRANTS the Licensees a Licence to carry out the Licensed Activities in relation to the Satellite subject to the Conditions.

## 4. Conduct of Licensed Activities

4.1 The Licensees shall conduct the Licensed Activities in a proper manner and in accordance with best practice in the space industry and in compliance with the laws of the United Kingdom and any other applicable law, including the obligations of the United Kingdom under international law, and in particular the Licensees shall not:

4.1.1 cause or in any way be party to any actions or defaults which may give rise to liabilities on the part of the United Kingdom under international law; or

4.1.2 prejudice in any way the national security of the United Kingdom.

4.2 The Licensees will take all reasonable steps necessary to ensure that the Licensed Activities and positioning of the Satellite conform with the information provided pursuant to Condition 2.1.2.

5. Records and Inspection Etc

5.1 The Licensees shall keep, at their registered office address (or at such other address within the United Kingdom as is notified to the Secretary of State), all records required by law, all proper technical records and all proper commercial records so far as relevant to the Licensed Activities, including such written records as are necessary to enable the Licensees' compliance with the Act and with the provisions of this Licence to be verified.

5.2 The Licensees shall within seven business days (or such other period as may be agreed by the Secretary of State) of any request by the Secretary of State, provide the following:

5.2.1 information in writing as to the nature, conduct, location and results of the Licensed Activities;

5.2.2 the Licensees' current estimate in writing of the remaining working life of the Satellite; and

5.2.3 such information as the Secretary of State may reasonably require to enable him to determine whether or not any other person is carrying on activities to which the Act applies.

5.3 The Secretary of State may at any time, with reasonable notice, inspect any facilities relating to the Satellite or the Licensed Activities and documents or records in the possession custody or power of the Licensees' which relate to the Satellite or the Licensed Activities and any documents or records relating to information requested pursuant to this Licence.

5.4 The Licensees shall, if requested so to do, use their best endeavours to obtain access for the Secretary of State to inspect any facilities, documents or records relating to the Satellite or the Licensed Activities not in the Licensees' direct ownership, possession, custody or power as the Secretary of State may specify by notice in writing to the Licensees.

5.5 The Secretary of State may take copies of any documents or records inspected under this Licence.

5.6 Information contained within documents or records belonging to the Licensees shall be kept confidential and not disclosed to a third party except in connection with the discharge of the Secretary of State's duties under the Act or otherwise as required by law.

## 6. Insurance

6.1 The Licensees shall continue to insure themselves against all liabilities that may arise in respect of damage or loss suffered by third parties in the United Kingdom or elsewhere as a result of the Licensed Activities.

6.2 Condition 2.1.4 and (subject to Condition 6.3) Condition 6.1 shall be satisfied by:

The policies of insurance issued by

under which

Inmarsat plc and its subsidiary companies are the Policyholders and the Licensees and Her Majesty's Government in the United Kingdom are Insured Parties as evidenced by the policies and signed copies of the original Insurance Certificates the Licensees supplied to the UK Space Agency on 6 January 2015 and 7 July 2014.

6.3 In the event that the Satellite does not reach its planned orbit as notified to the Secretary of State in accordance with Condition 2.1.2, the Secretary of State may require the Licensees to make additional insurance arrangements to comply with Condition 6.1.

6.4 The Licensees shall provide evidence of the policy of insurance entered into to comply with their obligations under this Licence to the Secretary of State upon demand together with evidence of payment of the premiums in respect of such policy or policy. The Licensees shall not vary terms relating to the Licensed Activities of the insurance effected to comply with its obligations under this Licence without the prior written consent of the Secretary of State.

6.5 The Licensees shall immediately notify the Secretary of State of any event or other occurrence which is likely to give rise to a claim under the policy of insurance effected by the Licensees pursuant to the terms of this Licence.

6.6 The Licensees shall take all necessary action to ensure that the policy of insurance effected by the Licensees pursuant to the provisions of this Licence continue in force and are valid and enforceable, and the Licensees shall do nothing that would enable the insurer to avoid any such policy.

## 7. Additional Conditions including Indemnities

7.1 It is a Condition that:

7.1.1 the Licensees have full corporate power and have taken all necessary corporate action to enable it to perform its obligations under this Licence;

7.1.2 the Licensees' application for a licence, their carrying on of the Licensed Activities and the performance of their obligations under this Licence and the Act will not to the best of their knowledge, information and belief constitute any breach or default under or in respect of any contractual, governmental or public obligation binding upon it at the date of this Licence;

7.1.3 the Licensees are not engaged in any litigation or arbitration proceedings which might have a materially adverse effect upon their capacity or ability to perform their obligations under this Licence and to the best of their knowledge, information and belief the Licensees have no cause to consider that any such legal or arbitration proceedings are about to commence; and

7.1.4 that there is and continues to be in place a duly executed guarantee from Inmarsat plc (or, if there is a change of ownership or control of the Licensees and the Secretary of State so requires, from such successor or parent entity or person as the Secretary of state may stipulate) in favour of the Secretary of State and Her Majesty's Government in respect of the Licensees' obligations under this Licence and the Act.

7.2 The Licensees indemnify the Secretary of State on a joint and several basis in respect of:

7.2.1 any loss suffered by Her Majesty's Government as a result of any breach of the terms of this Licence by the Licensees; and

7.2.2 any claims brought against Her Majesty's Government in respect of damage or loss arising out of the Licensed Activities or out of any activities which it carries on and to which the Act applies.

7.3 The granting of this Licence shall not be construed as a waiver by the Secretary of State of any failure on the part of the Licensees to comply with any Condition prior to date of grant.

7.4 The Licensees shall afford all reasonable assistance, co-operation and compliance as may be requested or required by the Secretary of State in the exercise of his functions under this Licence or the Act.

7.5 The Licensees shall be jointly and severally liable for the performance of their obligations under this Licence.

## 8. Term and Revocation

8.1 The Licence hereby granted shall come into force on the occurrence of the Effective Event and, unless revoked by the Secretary of State under the Act (*inter alia*, because it appears to him that a Condition has not been complied with) shall continue in force until expiry pursuant to Condition 8.2.

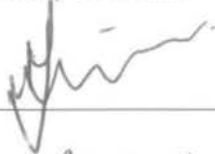
8.2 The Licence will expire when the Licensed Activities have been completed and the Satellite positioned to the satisfaction of the Secretary of State.

8.3 The termination of this Licence for whatever reason shall not affect the obligations of the Licensees under its provisions.



IN WITNESS WHEREOF, this Licence has been executed on the date first hereinbefore written.

Signed for and on behalf  
of the Secretary of State:

Signed:  \_\_\_\_\_

Name: PETER FINN

Position: CHIEF OPERATING AND FINANCE OFFICER

Signed for and on behalf  
of Inmarsat Global Limited:

Signed:  \_\_\_\_\_

Name: ALISON HARCOURT

Position: Director

Signed for and on behalf  
of Inmarsat Launch Company Limited:

Signed:  \_\_\_\_\_

Name: Andrew J. Corbett

Position: Director