



U.S. Department of Justice

Federal Bureau of Investigation

Office of the General Counsel

Washington, D.C. 20535
July 30, 2004

By Hand-Delivery

Ms. Marlene H. Dortch
Federal Communications Commission
445 12th Street, S.W.
Room TW-B204
Washington, D.C. 20554

Int'l Bureau

AUG 04 2004

Front Office

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JUL 30 2004

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

**Re: *Petition to Adopt Conditions to Authorization and License In re Application of
Glentel Corp., File No. SES-LIC-20030502-00572***

Dear Ms. Dortch:

Transmitted herewith by the Federal Bureau of Investigation ("FBI"), on behalf of itself, the United States Department of Justice ("DOJ"), and the United States Department of Homeland Security ("DHS"), are an original and four (4) copies of a "Petition to Adopt Conditions to Authorization and License", with attachments (Exhibits 1 and 2), reached between Glentel Corp., and the FBI, the DOJ, and the DHS in the above-referenced matter. Please accept this Petition and be advised that the FBI, the DOJ, and the DHS have no objection to the FCC granting the relief requested in the application filed in the above-referenced matter, provided that the Commission conditions the grant of the requested relief on compliance by Glentel Corp. with the commitments set forth in the Petition and its attachments..

Sincerely,

Myla R. Saldivar-Trotter
Office of the General Counsel
935 Pennsylvania Ave., N.W., Room 7877
Washington, D.C. 20535
(202) 324-1730

Attachments

cc: Natek, Inc.

Before The
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554

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JUL 30 2004

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

In re Application of:)
)

GLENTEL CORP.)
)
_____)

File No.:
SES-LIC-20030502-00572

To: Chief, International Bureau

Int'l Bureau

AUG 04 2004

Front Office

**PETITION TO ADOPT CONDITIONS TO
AUTHORIZATION AND LICENSE**

The Federal Bureau of Investigation ("FBI"), on behalf of itself, the United States Department of Justice ("DOJ"), and the United States Department of Homeland Security ("DHS"), through the undersigned officials, respectfully submits this Petition to Adopt Conditions to Authorization and License ("Petition"), pursuant to Section 1.41 of the Federal Communications Commission's ("FCC" or "Commission") rules.¹

Through this Petition, we are advising the Commission that the above-referenced government entities have no objection to the Commission granting the relief requested in the application filed in the above-referenced matter (the "requested relief"), provided that the Commission conditions the grant of the requested relief on compliance by Glentel Corp. ("Glentel"), with the commitments set forth in the letter to Laura H. Parsky, Deputy Assistant Attorney General, dated June, 9, 2004 and effective on July 27, 2004 (hereinafter "the Glentel Agreement"), a copy of which is attached hereto as Exhibit 1. The Glentel Agreement includes Exhibit A, which is a proposed "Condition to FCC License." Also attached, by way of further

¹ 47 C.F.R. § 1.41 (2003).


clarifying the Glentel Agreement, is Exhibit 2, a Supplement to the existing agreement with Mobile Satellite Ventures LLC and certain other companies.

The background of this matter, as described in Exhibit 1, involves the request of Glentel for blanket authority to operate up to 50,000 mobile earth terminals that will communicate with MSAT-1, a Canadian-licensed satellite, and AMSC-1, a U.S.-licensed satellite. Both satellites are operated by Mobile Satellite Ventures Subsidiary LLC, which is a wholly owned subsidiary of Mobile Satellite Ventures L.P. (referred to herein collectively as "MSV"). MSV previously entered into an agreement intended to address certain law enforcement, public safety and national security concerns, and the Commission agreed to adopt that agreement as a condition to its grant of licensing authority. Both the Glentel Agreement (Exhibit 1), and the Supplement agreed to with MSV and certain other companies (Exhibit 2), are intended to further address these concerns.

As the Commission is aware, the DOJ (including the FBI) and DHS have taken the position that their ability to satisfy their obligations to protect the national security, enforce the laws, and preserve the safety of the public could be impaired by transactions in which foreign entities will own or operate a part of the U.S. telecommunications system, or in which foreign-located facilities will be used to provide domestic telecommunications services to U.S. customers. In part because Glentel will use facilities located outside the United States to provide domestic telecommunications services to U.S. customers, the parties have entered into the above-referenced agreements reflecting certain commitments. The DOJ and DHS have concluded that those commitments are sufficient to ensure that government entities with responsibility for enforcing the law, protecting the national security, and preserving public safety can proceed in a legal, secure, and confidential manner to satisfy these responsibilities.

Accordingly, the FBI on behalf of itself and the DOJ, and the DHS, hereby advise that they have no objection to the Commission granting the requested relief, provided that the Commission conditions its grant on compliance by Glentel with the commitments set forth herein.

Respectfully submitted,



Patrick W. Kelley
Deputy General Counsel
Federal Bureau of Investigation
935 Pennsylvania Avenue, N.W.
Washington, D.C. 20532
(202) 324-6829

Dated: July 30, 2004

Tina W. Gabbrielli
Director of Intelligence Coordination and
Infrastructure Protection Programs
Information Analysis and Infrastructure
Protection Directorate
United States Department of Homeland Security
Nebraska Avenue Complex
Washington, D.C. 20528
(202) 282-8582

Dated: July 30, 2004

Accordingly, the FBI on behalf of itself and the DOJ, and the DHS, hereby advise that they have no objection to the Commission granting the requested relief, provided that the Commission conditions its grant on compliance by Glentel with the commitments set forth herein.

Respectfully submitted,

Patrick W. Kelley
Deputy General Counsel
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(202) 282-8582

Dated: July 30 2004

I, Myla R. Saldivar-Trotter, hereby certify that on this 30th day of July 2004, caused a true and correct copy of the "**Petition to Adopt Conditions to Authorization and Licenses**", and its attachments, pertaining to *In Re Applications of Glentel Corp., File No. SES-LIC-20030502-00572* to be served upon the following parties via Electronic Mail or by United States Postal Service First-Class Mail (indicated by *):

Joseph Godles
Goldberg, Godles, Wiener & Wright
1229 Nineteenth Street, NW
Washington, D.C. 20036
jgodles@G2W2.com

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Chief Financial Officer
Glentel Corp.
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Burnaby, Canada

Linda Haller
Associate Bureau Chief
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Myla R. Saldívar-Trotter

EXHIBIT 1



June 9, 2004

Laura H. Parsky
Deputy Assistant Attorney General
Criminal Division
United States Department of Justice
Washington, DC 20530

Re: Glentel Corp.
FCC File No. SES-LIC-20030502-00572

Dear Ms. Parsky:

This letter agreement (the "Glentel Agreement") is made as of the date of the last signature affixed hereto, by and among Glentel Corp. ("Glentel"), a corporation organized under the laws of the State of Washington, the United States Department of Justice ("Department of Justice") including the Federal Bureau of Investigation ("FBI"), and the United States Department of Homeland Security ("Department of Homeland Security").

In the above-referenced application (the "Glentel Application"), Glentel requests blanket authority to operate up to 50,000 mobile earth terminals that will communicate with MSAT-1, a Canadian-licensed satellite presently located at 106.5° W.L., and AMSC-1, a U.S.-licensed satellite presently located at 101° W.L.

In analyzing the Glentel Application, the Federal Communications Commission will consider national security, law enforcement, foreign policy, and trade policy concerns raised by the Executive Branch.¹ The Department of Justice and Department of Homeland Security have raised national security, public safety, and law enforcement concerns with respect to the Glentel Application.

MSAT-1 and AMSC-1 are operated by Mobile Satellite Ventures Subsidiary LLC ("MSV Sub"), a wholly-owned subsidiary of Mobile Satellite Ventures L.P. ("MSV LP" and, collectively with MSV Sub, "MSV"), the successor in interest to Mobile Satellite Ventures LLC ("MSV LLC"). MSV LLC and MSV Sub, among other parties, previously entered into an agreement (the "Agreement") with the Department of Justice and the

¹ See, e.g., *Motient Services Inc. and TMI Communications and Company, LP Assignors and Mobile Satellite Ventures Subsidiary LLC Assignee, Order and Authorization, DA-01-2732, at ¶31 (rel. Nov. 21, 2001).*

FBI, "intended to ensure that the FBI and the DoJ and other entities with responsibility for enforcing the law, protecting the national security and preserving the public safety can proceed in a legal, secure, and confidential manner to satisfy these responsibilities."² Capitalized terms that are used but not otherwise defined herein shall have the meanings given them in the Agreement.

After the Glentel Application is granted, Glentel's mobile earth terminals will be authorized to communicate with MSAT-1 and AMSC-1, which are controlled by MSV and subject to the Agreement. With this authorization, Glentel will provide mobile satellite service to its customers in the United States by reselling mobile satellite service provided by MSV via MSAT-1 and AMSC-1. To address the national security, public safety, and law enforcement concerns raised by the Glentel Application, Glentel wishes to adopt certain provisions of the Agreement.

Accordingly, in consideration of the foregoing and the other terms and conditions set forth herein, Glentel hereby agrees to comply with and be bound by Sections 3.3, 3.4, 3.5, and 3.7 of the Agreement in all respects as if it were a signatory to that Agreement. In addition, the parties to the Agreement are entering into a supplement (the "Supplement"), a copy of which is attached hereto, clarifying the applicability of the Agreement to communications via the mobile earth terminals that are the subject of the Glentel Application (the "Glentel Communications").

In the Supplement, the parties to the Agreement have clarified that the persons designated as points of contact by MSV pursuant to Section 3.6 of the Agreement and the Supplement shall serve, for purposes of the Glentel Communications, as the points of contact within the United States with the authority and responsibility for accepting and overseeing compliance with Lawful U.S. Process. As an inducement to this clarification, Glentel hereby: (1) represents, warrants, and covenants that MSV has, and will continue to have during the term of this Glentel Agreement, all of the billing records, subscriber information, and transactional and call associated data relating to the Glentel Communications that the persons designated by MSV as points of contact will need to satisfy their obligations under Section 3.6 relating to the Glentel Communications (the "Section 3.6 Glentel Information"); (2) waives any claim it may have to release of the Section 3.6 Glentel Information, in accordance with the terms of Section 3.6 of the Agreement, on the grounds that the Section 3.6 Glentel Information is proprietary; and (3) agrees to respond promptly to any request from MSV for assistance in satisfying MSV's obligations under Section 3.6. Glentel further agrees to preserve all of its billing records, subscriber information, and transactional and call associated data relating to the Glentel Communications in original or copy form at a designated

² *Id.* at ¶ 32.

location in the United States for at least eighteen (18) months, and to comply in an effective, efficient and unimpeded fashion with Lawful U.S. Process for such records.

Upon the execution of the Glentel Agreement the Department of Justice, including the FBI and the Department of Homeland Security shall jointly and promptly notify the FCC that, provided the FCC adopts a condition substantially the same as set forth in Exhibit A attached hereto (the "Condition to FCC License"), requiring Glentel's compliance with the provisions of the Glentel Agreement Department of Justice and Department of Homeland Security have no objection to the FCC's grant or approval of the Glentel Application. Glentel acknowledges that its failure to comply with the condition set forth in Exhibit A could cause the Department of Justice or the Department of Homeland Security to seek the revocation or cancellation of Glentel's license or an FCC order declaring the license null and void.

The Department of Justice, including the FBI, and Department of Homeland Security agree not to object, formally or informally, to the grant of any other FCC application of Glentel for a license or other authority under Titles II and III of the Communications Act of 1934, as amended, to provide METs services via satellites operated by MSV, provided that such application makes clear that the terms and conditions of this Glentel Agreement shall apply to any license or other authority issued pursuant to that application. Nothing in the Glentel Agreement shall preclude the Department of Justice or the Department of Homeland Security from opposing, formally or informally, any FCC application by Glentel to transfer its license(s) to a third party or for other authority. The Department of Homeland Security and the Department of Justice reserve the right to seek additional or different terms that would, consistent with the public interest, address any threat to their ability to enforce the laws, preserve the national security and protect the public safety raised by the transactions underlying such applications or petitions.

If you agree to the foregoing, please execute four copies of this letter and return one fully executed copy to Glentel for our records.

Very truly yours,

GLENTEL CORP.

By: Dale B. Belsher

Title: Dale B. Belsher
Chief Financial Officer

Date: June 10, 2004

Accepted and Agreed to:

UNITED STATES DEPARTMENT OF JUSTICE

By: Laura H. Parsky

Title: DEPUTY ASSISTANT ATTORNEY GENERAL

Date: JULY 25, 2004

FEDERAL BUREAU OF INVESTIGATION

By: Patrick W. Kelley

Title: DEPUTY GENERAL COUNSEL

Date: JULY 16, 2004

UNITED STATES DEPARTMENT OF HOMELAND SECURITY

By: Laura W. Goldswold

Title: DIRECTOR OF INTELLIGENCE COORDINATION &
SPECIAL INFRASTRUCTURE PROTECTION PROGRAMS

Date: JULY 27, 2004

Exhibit A

CONDITION TO FCC LICENSE

IT IS FURTHER ORDERED, that the blanket license granted herein is subject to compliance with the provisions of the agreement attached hereto between Glentel Corp., on the one hand, and the U.S. Department of Justice (the "DOJ") including the Federal Bureau of Investigation (the "FBI"), and the U.S. Department of Homeland Security (the "DHS") on the other, dated June 09, 2004 (the "Glentel Agreement"), which is designed to address national security, law enforcement and public safety issues of the DOJ, the FBI, and the DHS regarding the license granted herein. Nothing in the Glentel Agreement is intended to limit any obligation imposed by Federal law or regulation including, but not limited to, 47 U.S.C. § 222(a) and (c) (1) and the FCC's implementing regulations.

EXHIBIT 2

SUPPLEMENT

This Supplement is made as of the date of the last signature affixed hereto, by and among Mobile Satellite Ventures L.P., successor in interest to Mobile Satellite Ventures LLC; Mobile Satellite Ventures Subsidiary LLC; Motient Corporation; TMI Communications and Company, Limited Partnership; the U.S. Department of Justice ("DOJ") including the Federal Bureau of Investigation ("FBI"); and the U.S. Department of Homeland Security ("DHS") (collectively, the "Parties").

RECITALS

WHEREAS, the DOJ and FBI previously entered into an agreement (the "Agreement"), dated as of November 14, 2001, intended to ensure that entities with responsibility for enforcing the law, protecting the national security and preserving the public safety could proceed in a legal, secure, and confidential manner to satisfy these responsibilities;

WHEREAS, capitalized terms that are used but not otherwise defined herein shall have the meanings given them in the Agreement;

WHEREAS, Glentel Corp. ("Glentel"), a corporation organized under the laws of the State of Washington, has filed an application with the FCC (the "Glentel Application") requesting blanket authority to operate up to 50,000 mobile earth terminals, that will communicate with MSAT-1, a Canadian-licensed satellite presently located at 106.5° W.L., and AMSC-1, a U.S.-licensed satellite presently located at 101 W.L.;

WHEREAS, MSAT-1 and AMSC-1 are operated by Mobile Satellite Ventures Subsidiary LLC, a wholly owned subsidiary of Mobile Satellite Ventures L.P. ("MSV Sub");

WHEREAS, Glentel has entered into an agreement with DOJ, including the FBI and DHS (the "Glentel Agreement"), a copy of which is attached hereto, governing communications via the mobile earth terminals that are the subject of the Glentel Application (the "Glentel Communications");

WHEREAS, the Parties wish to supplement the Agreement to clarify the applicability of that Agreement to the Glentel Communications;

NOW, THEREFORE, the Parties are entering into this Supplement, and agree as follows:

1. The Glentel Communications shall be subject to the Agreement to the same extent as they would be if they were provided via mobile earth terminals licensed to MSV Sub.
2. By executing this Supplement, the Parties agree that DHS shall also become a party to the Agreement, effective on the date of execution of the Supplement.
3. The annual report "assessing MSV's compliance" required under Section 4.9 of the Agreement shall be signed by the designated senior corporate officer required to file the report under Section 4.9. This designated officer shall be known as the "compliance officer" for MSV for purposes of the Agreement and this Supplement.
4. The persons designated as points of contact by MSV pursuant to Section 3.6 of the Agreement shall serve, for purposes of the Glentel Communications, as the points of contact within the United States with the authority and responsibility for accepting and overseeing compliance with Lawful U.S. Process.

This Supplement is executed on behalf of the Parties:

United States Department of
Justice

Date: JULY 25, 2004

By: Laura H. Parsky
Printed Name: LAURA H. PARSKY
Title: DEPUTY ASSISTANT ATTORNEY GENERAL

Federal Bureau of Investigation

Date: JULY 16, 2004

By: Patrick W. Kelley
Printed Name: PATRICK W. KELLEY
Title: DEPUTY GENERAL COUNSEL

United States Department of Homeland Security

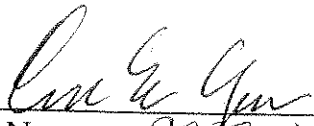
Date: JULY 27, 2004

By: Tina W. Gabrielli
Printed Name: TINA W. GABRIELLI
Title: DIRECTOR OF INTELLIGENCE COORDINATION
& SPECIAL INFRASTRUCTURE PROTECTION
PROGRAMS

Handwritten initials

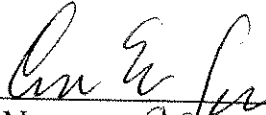
Mobile Satellite Ventures L.P.

Date: June 15, 2004

By: 
Printed Name: CARSON E. AGNEW
Title: PRESIDENT and C.O.O.

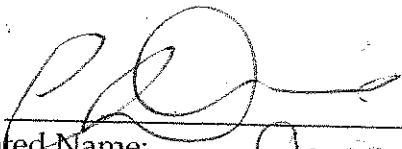
Mobile Satellite Ventures
Subsidiary LLC

Date: June 15, 2004

By: 
Printed Name: CARSON E. AGNEW
Title: PRESIDENT and C.O.O.

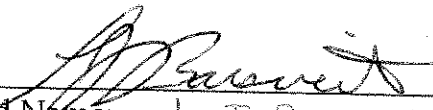
Motient Corporation

Date: June 18, 2004

By: 
Printed Name: Chris Downie
Title: _____

TMI Communications, Inc., on
behalf of TMI Communications
and Company, Limited
Partnership

Date: July 7, 2004

By: 
Printed Name: L.J. Boisvert
Title: President + CEO

