

SOME LEGAL ISSUES FOR HOSTED PAYLOAD OWNERS

*DARPA “Fostering Sustainable Satellite Servicing”
Arlington, VA, 26 June 2012*

WGCDR Duncan Blake
Legal advisor, AUS Defence Space Coordinating Office
Master of Laws student, McGill University

- Preparation for servicing
- During the servicing
- Post-servicing



PREPARATION FOR SERVICING

Service of host satellite

- How does HPL interpose interests without contractual relationship?
- Protection of confidential information (export control, classification, IP)
- Extension of host satellite life
 - re-negotiate HPL agreement
 - new owner?

Transfer payload / satlet

- Enforceable standards for 'plug n play' satlets?
- Satlet as an independent 'space object'
- Financial interests in mobile equipment

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DURING THE SERVICING

- Supervision
- Disposal of term-expired HPL
- Independent 'space object' or forever linked to host satellite



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POST-SERVICING

- Liability: RF interference, shorter than expected, extended life of host satellite, damage to satellite, insufficient power, incompatible additional payload, loss of access to payload
- Establish contractual relationship between HPL owner, satellite owner and servicer



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