SOME LEGAL ISSUES FOR HOSTED PAYLOAD OWNERS

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

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• 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
DURING THE SERVICING

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