

## **TraCSS User Agreement and Data Use Terms**

To register in TraCSS, satellite operators will be required to agree to the TraCSS User Agreement and provide contact information and spacecraft data. Satellite operators will be required to agree to TraCSS use and sharing of contact information, and select between three license options for TraCSS use and sharing of spacecraft data.

These draft terms are provided below for comment during our upcoming listening session.

### **TraCSS User Agreement**

You agree to use the Office of Space Commerce (OSC) Traffic Coordination System for Space (TraCSS) consistent with the terms of this User Agreement.

Specifically, you agree to:

- Use data and contact information obtained from TraCSS consistent with the associated license terms.
- Respond accurately to requests from OSC for information or data.
- Provide updates to data and contact information previously requested by OSC as soon as possible.
- Not include any false, malicious, defamatory, or offensive content in TraCSS.

Furthermore, you agree that:

- Access to TraCSS is provided as-is and on an as-available basis.
- OSC makes no warranty that TraCSS will be error free or that access will be continuous or uninterrupted.
- OSC may terminate your account for violations of this User Agreement or for any other reason, with no notice.

This User Agreement constitutes the entire agreement between you and OSC regarding the use of TraCSS and OSC's provision of space situational awareness data and information. This User Agreement may only be modified by the posting of a revised version by OSC, which you will need to accept to continue using TraCSS.

By indicating your acceptance of this User Agreement, you warrant that you have sufficient authority to agree on behalf of your organization.

### **Contact Information**

As part of registering in TraCSS, OSC requires submission of contact information, including a name, email address, and phone number associated with each TraCSS account that can be reached at any time. Multiple contacts, as well as additional contact information may also be required or provided optionally.

## DRAFT FOR LISTENING SESSION

If you provide names, email, phone numbers, or other contact information for other individuals, you warrant that you have obtained permission from those named persons to submit their contact information to OSC for the purposes specified in this User Agreement.

Contact Information will be subject to the following license terms:

Provider is, voluntarily and without financial compensation, providing accurate Contact Information to the Office of Space Commerce (OSC) and grants the United States Government (USG), Traffic Coordination System for Space (TraCSS) users, other national and international space situational awareness providers and their registered users, and contractors or other affiliates of the preceding list a perpetual, non-exclusive, worldwide license to use, reproduce internally, modify, and create derived products from Contact Information for official government purposes and for supporting spaceflight safety but not for further dissemination.

OSC intends to use Contact Information to provide spaceflight safety notifications, perform administrative or program matters, and ask questions about your submitted data (if applicable). Submitted Contact Information is also subject to all of the published routine uses as identified in the Privacy Act System of Records Notice Commerce/NOAA-11 (<https://www.commerce.gov/opog/privacy-privacy-act/system-records-notices/system-records-notices-commerce-noaa-11>), Contact Information for Members of the Public Requesting or Providing Information Related to NOAA's Mission.

In no event is OSC liable to the Provider for third party use of Contact Information.

### **Data Submission License–Option 1: Open**

Provider is, voluntarily and without financial compensation, providing spacecraft attributes and ephemerides data of the Provider's spacecraft (Provider's Data) to the Office of Space Commerce (OSC) with no restrictions on use or dissemination, under the Creative Commons Universal Public Domain Dedication ([CC0-1.0](https://creativecommons.org/licenses/by/4.0/)).

OSC intends to use Provider's Data to support OSC's Traffic Coordination System for Space (TraCSS), including research, development, and operational use. Derived products created by OSC with Provider's Data may be publicly released with no restrictions on their use.

OSC intends to publicly release Provider's Data in its original form under CC0-1.0. However, in no event is OSC liable to the Provider for third party use of Provider's Data or derived products created by OSC with Provider's Data.

### **Data Submission License–Option 2: To USG and Registered TraCSS Users Only Initially, Open After Delay**

## DRAFT FOR LISTENING SESSION

Provider is, voluntarily and without financial compensation, providing spacecraft attributes and ephemerides data of the Provider's spacecraft (Provider's Data) to the Office of Space Commerce (OSC). Provider grants the United States Government (USG), registered Traffic Coordination System for Space (TraCSS) users, other national and international space situational awareness providers and their registered users, and contractors or other affiliates of the preceding list a perpetual, non-exclusive, worldwide license to use, reproduce internally, modify, and create derived products from Provider's Data for official government purposes and for supporting spaceflight safety but not for further, immediate dissemination.

OSC intends to use Provider's Data to support TraCSS, including research, development, and operational use. Derived products created by OSC or registered TraCSS users with Provider's Data may be publicly released with no restrictions on their use.

OSC intends to release Provider's Data in its original form to registered TraCSS users. However, in no event is OSC liable to the Provider for third party use of Provider's Data or derived products created by OSC with Provider's Data.

[TBD time] after receipt by OSC of Provider's Data, OSC may publicly release [Provider's Data or TBD subset of Provider's data] with no restrictions on use or dissemination, under the Creative Commons Universal Public Domain Dedication (CC0-1.0)

### **Data Submission License—Option 3: To USG and Registered TraCSS Users Only**

Provider is, voluntarily and without financial compensation, providing spacecraft attributes and ephemerides data of the Provider's spacecraft (Provider's Data) to the Office of Space Commerce (OSC). Provider grants the United States Government (USG), registered Traffic Coordination System for Space (TraCSS) users, other national and international space situational awareness providers and their registered users, and contractors or other affiliates of the preceding list a perpetual, non-exclusive, worldwide license to use, reproduce internally, modify, and create derived products from Provider's Data for official government purposes and for supporting spaceflight safety but not for further dissemination.

OSC intends to use Provider's Data to support TraCSS, including research, development, and operational use. Derived products created by OSC or registered TraCSS users with Provider's Data may be publicly released with no restrictions on their use.

OSC intends to release Provider's Data in its original form to registered TraCSS users. However, in no event is OSC liable to the Provider for third party use of Provider's Data or derived products created by OSC with Provider's Data.

## DRAFT FOR LISTENING SESSION

### **Written Comment Submission**

If you are not able to provide oral comments during the webinar for any reason, including not being provided time during the allotted time due to the capacity of the time being reached by the number of commenters or you are not able to attend the webinar for any reason, including electrical or power outages to your media systems due to weather or other events Force Majeure, you have the option to provide written comments as described below in the next paragraph.

For up to 5:00 pm Eastern Time Tuesday, July 23, 2024 and following the webinar on Tuesday, July 9, 2024, written comments can be sent by email to the following email address [tracss.commerce@noaa.gov](mailto:tracss.commerce@noaa.gov) with the subject identified as “Comments on TraCSS Proposed User Agreement and Data Policy”.

Written comments are to be no more than ten (10) electronic word-processed pages that are sized “8.5 inches x 11 inches” with “1 inch” margins top, bottom, left, and right and a font of any type at a “12-point” size. If more than ten (10) word-processed pages are submitted in a document but are within the physical criteria provided, only the first 10 pages will be read, the remaining pages not read, and not returned.

No confidential business information, or otherwise sensitive or protected information, are to be submitted orally or in writing. Any such information will be ignored.