

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

The Department of Commerce, Office of Space Commerce (OSC) operates the Traffic Coordination System for Space (TraCSS). TraCSS Users are required to agree to the TraCSS User Agreement and data license terms governing the data and information they submit to and receive from OSC.

The majority of TraCSS data will be made publicly available under the terms of the Creative Commons 0 Public Domain Dedication (CC0 1.0). Registered TraCSS Users may receive additional Restricted Data from TraCSS, including Operational Contact Information from other TraCSS Users and Conjunction Data Messages for spacecraft associated with their account, as described below.

### **TraCSS User Account Types**

#### **1. Spacecraft Owner/ Operator:**

Nongovernmental (commercial or non-commercial), governmental, or intergovernmental entities with legal decision-making authority over the operation of a spacecraft. Typically this will be the spacecraft owner, but it may be an operator with a contract with the owner that provides decision-making authority. Does not include entities that own a payload hosted on a spacecraft owned by another entity, or launch vehicles only temporarily in orbit.

These accounts will receive TraCSS Restricted Data, including Conjunction Data Messages for their spacecraft and Operational Contact Information of other TraCSS Users.

These accounts will provide TraCSS with contact information, spacecraft attributes, and data about spacecraft operations.

If a third-party contractor or affiliate operates the spacecraft or provides space situational awareness services and requires access to TraCSS Restricted Data to provide those services, Spacecraft Owner/ Operators may add representatives of those entities as users to their account.

#### **2. National Government:**

Governmental entity (or entities) from a single country affiliated with some number of spacecraft.

These accounts will receive TraCSS Restricted Data, including CDMs for spacecraft affiliated with their country and Operational Contact Information of other TraCSS Users.

These accounts will provide TraCSS with contact information and a list of spacecraft affiliated with their country.

### **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 information obtained from TraCSS consistent with the associated data license terms.
- Submit data and information in response to requests from OSC in a timely manner.
- Submit updates to data and information previously submitted to OSC in a timely manner.
- Take reasonable efforts to ensure data and information submitted to OSC or other TraCSS users is accurate.
- Not transmit any false, malicious, defamatory, or offensive data or information to OSC or other TraCSS users, or use TraCSS for unlawful purposes.
- Ensure any entities or individuals providing or using data or information from TraCSS or otherwise working with TraCSS on your behalf (including contractors and affiliates, such as third party spacecraft operators or SSA service providers) understands, accepts, and complies with the terms of this User Agreement and data license terms.

Furthermore, you agree that:

- Access to TraCSS and the provision of data and information from TraCSS is provided as-is and on an as-available basis, subject to the availability of appropriated funds.
- OSC disclaims any warranty that data and information from TraCSS will be error free or that access will be continuous or uninterrupted.
- OSC may terminate your account for violations of this User Agreement, data license terms, or for any other reason, with no notice.

This User Agreement and the associated data license terms constitute the entire agreement between you and OSC regarding OSC's provision of space situational awareness data and information through TraCSS. This User Agreement may only be modified by OSC publishing a new version, 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 to its terms on behalf of the Spacecraft Owner/ Operator or National Government.

### **Data License for Restricted Data Received by User from TraCSS**

Operational Contact Information, Conjunction Data Messages, and any other data or information identified as Restricted Data received from TraCSS are subject to the following license terms:

*User and their contractors and other affiliates (including third party spacecraft operators or SSA service providers) are granted a perpetual, non-exclusive, worldwide license to use, reproduce internally, and modify Operational Contact Information, Conjunction Data Messages, and any other TraCSS Restricted Data to support spaceflight safety, but not for further dissemination.*

*Additionally, User and their contractors and other affiliates are granted a perpetual, non-exclusive, worldwide license to create derived products from Conjunction Data Messages and any other TraCSS Restricted Data other than Operational Contact Information for any purpose, with no restriction on dissemination. A derived product is a work that is created when data are manipulated to such a degree that they cannot be reverse engineered or otherwise reveal the original data.*

### **Data License for Contact Information Submitted by User to TraCSS**

TraCSS Users must submit two types of contact information for each account:

- Account Contact Information, consisting of a name, email address, and phone number of the individual responsible for submitting and updating data and information to OSC for the User; and
- Operational Contact Information, consisting of a name, email address, and phone number of an individual that can be reached at any time to address operational, spaceflight safety concerns.

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

Account and Operational Contact Information are submitted for the purposes and uses described below and subject to the following license terms. Failing to provide accurate information may delay, result in denial of registration, or lead to a termination of the TraCSS User's account. Submitted Account and Operational 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.

Account Contact Information submitted to TraCSS is subject to the following license terms:

*User is, voluntary and without financial compensation, providing Account Contact Information to OSC and grants the United States Government and its contractors and other affiliates a perpetual, non-exclusive, worldwide license to use, reproduce internally, modify, and create derived products from Account Contact Information to support spaceflight safety and other government purposes.*

*OSC intends to use Account Contact Information to correspond with the User and address administrative matters.*

Operational Contact Information submitted to TraCSS is subject to the following license terms:

*User is, voluntarily and without financial compensation, providing Operational Contact Information to OSC and grants the United States Government and its contractors and other affiliates a perpetual, non-exclusive, worldwide license to use, reproduce internally, modify, and create derived products from Operational Contact Information to support spaceflight safety and other government purposes, including further dissemination to TraCSS Users, other governmental and intergovernmental space situational awareness providers, and the United Nations Office of Outer Space Affairs.*

*Furthermore, User grants TraCSS Users, other governmental and intergovernmental space situational awareness providers and their registered users, the United Nations Office of Outer Space Affairs, and contractors and other affiliates of the preceding list (including third party spacecraft operators or SSA service providers) a perpetual, non-exclusive, worldwide license to use, reproduce internally, and modify Operational Contact Information to support spaceflight safety, but not for any other use or further dissemination.*

*OSC intends to use Operational Contact Information to provide spaceflight safety notifications and to disseminate Operational Contact Information to other TraCSS Users and other national or international space situational awareness providers and the United Nations Office of Outer Space Affairs, to facilitate coordination.*

*In no event is OSC liable to the User for third party use of Operational Contact Information or derived products created from Operational Contact Information.*

### **Data License for Candidate Maneuvers and Anomaly Reports Submitted by User to TraCSS**

Candidate Maneuvers and Anomaly Reports submitted to TraCSS by Spacecraft Owner/ Operator Users are subject to the following license terms:

*User is, voluntarily and without financial compensation, providing Candidate Maneuvers and Anomaly Reports to OSC and grants the United States Government and its contractors and other affiliates a perpetual, non-exclusive, worldwide license to use, reproduce internally, modify, and create derived products from Candidate Maneuvers and Anomaly Reports to support spaceflight safety and other government purposes, but not for further dissemination.*

*OSC intends to use Candidate Maneuvers and Anomaly Reports to support TraCSS, including research, development, and operational use. Any derived product created by OSC with Candidate Ephemerides and Anomaly Reports may be publicly released with no restrictions on use.*

### **Data License for Spacecraft Information and Attributes Submitted by User to TraCSS**

Spacecraft Information and Attributes submitted to TraCSS by Spacecraft Owner/ Operator Users are subject to the following license terms:

*User is, voluntarily and without financial compensation, providing spacecraft information, attributes, ephemerides data of the User's spacecraft, and any other data or information other than Candidate Maneuvers, Anomaly Reports, or Contact Information to OSC with no restrictions on use or dissemination, under the Creative Commons Universal Public Domain Dedication ([CC0-1.0](#)).*

*OSC intends to use Spacecraft Information and Attributes to support TraCSS, including research, development, and operational use. Any derived product created by OSC with Spacecraft Information and Attributes may be publicly released with no restrictions on use.*

*OSC intends to publicly release Spacecraft Information and Attributes in their original form under the CC0-1.0 terms. However, in no event is OSC liable to the User for third party use of Spacecraft Information and Attributes or derived products created from Spacecraft Data.*

### **Data License for List of Affiliated Spacecraft Submitted by User to TraCSS**

Lists of Affiliated Spacecraft submitted to TraCSS by National Government Users are subject to the following license terms:

*User is, voluntarily and without financial compensation, providing names of affiliated spacecraft to OSC with no restrictions on use or dissemination, under the Creative Commons Universal Public Domain Dedication ([CC0-1.0](#)).*

*OSC intends to use Spacecraft Lists and relevant supporting information to identify spacecraft appropriately associated with the National Government Accounts, and may contact Spacecraft Owner/ Operators of those listed spacecraft as part of that review process.*

*OSC intends to publicly release the affiliated country within the associated spacecraft attributes under the CC0-1.0 terms. However, in no event is OSC liable to the User for third party use of such data.*

A Federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with an information collection subject to the requirements of the Paperwork Reduction Act of 1995 unless the information collection has a currently valid OMB Control Number. The approved OMB Control Number for this information collection is 0648-XXXX. Without this approval, we could not conduct this information collection. Public reporting for this information collection is estimated to be approximately 15 minutes per response for the OEM data, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the information collection. All responses to this information collection are voluntary. Send comments regarding this burden estimate or any other aspect of this information collection, including suggestions for reducing this burden to the NODC Data Officer, SSMC3, 4th Floor, E/OC, 1315 East West Highway, Silver Spring, MD 20910.

#### Privacy Act Statement

Authority: The collection of this information is authorized under 5 U.S.C. § 301, Departmental regulations which authorizes the operations of an executive agency, including the creation, custodianship, maintenance and distribution of records, and 15 U.S.C. 1512, Powers and duties of Department.

Purpose: NOAA collects limited information, such as name, address, phone number, or email address for a variety of purposes. This information will be used to respond to user inquiries or provide services requested by the user.

Routine Uses: Disclosure of this information is permitted under the Privacy Act of 1974 (5 U.S.C. Section 552a) to be shared among Department staff for work-related purposes. Disclosure of this information is also subject to all of the published routine uses as identified in the Privacy Act System of Records Notice COMMERCE/NOAA-11, Contact Information for Members of the Public Requesting or Providing Information Related to NOAA's Mission.

Disclosure: Furnishing this information is voluntary. By providing this information, you are consenting to the use of that information only for the purpose for which it is submitted.