EU Space Act - Use cases overview

The purpose of this exercise is to gather information on both existing and likely future space activities, in order to inform further discussion on scope, liability and the authorisation process in the EU Space Act.[1]

Use cases - Tables 1 and 2

The use cases you provide below will be particularly relevant for the discussion of scope, not least the issue of single use vs. dual use, civilian vs. defense, private vs. governmental and commercial vs non-commercial.

Please consider whether the use cases you provide are in scope in the current proposal? Which of these do you believe should be outside scope?

Please also give consideration to the difference made by changing the owner, the operator or the user. What difference does it make if owners are governmental or private/defense or civilian, if operators are governmental or private/defense or civilian or if users are governmental or private/defense or civilian.

Please also consider how you deal/would deal with cases like this today, without the EU Space Act.

[1] Please note that this brief has been prepared in reference to the original Commission proposal 2025/0335(COD), the Cypriot Presidency compromise text with Amendements to the EU Commission Proposal 2025/0335(COD) by the Council of the European Union of March 30th, 2026 and the Amendements to the EU Commission Proposal 2025/0335(COD) by the European Parliament Committee on Industry, Research and Energy 2024-2029, of April 14th, 2026.

Table 1 - Security and defence use cases

Framing of Security and Defence use cases in EUSA:

Article 4 ("*National security clause*") of the Commission proposal 2025/0335(COD) provided simply that "*This Regulation shall be without prejudice to the responsibilities of Member States for safeguarding national security and other essential State functions.*"

Based on Recital 36 and 37 of the original Commission Proposal, EU institutions are considerate of the competences of the Member States safeguarded in the Treaties and therefore the Commission had proposed to exclude from the Act "space objects that are exclusively used to enable defence or national security objectives, irrespective of the entity carrying out such space activities" and activities that occur when a space object is "placed under a Member State operation and control, for defence purposes", but "only for the duration of the respective space mission carried out by the military forces." The ascertainment of "defence purposes" was entrusted on Member States ("MSs").

Likewise, Recital 37 caveats "the competences of Member States as regards all matters pertaining to national security, which also extends to cases where Member States need, for the purposes and the exercise of such national security competence, to execute specific space operations, for instance by taking control of a space object under their jurisdiction."

On the other hand, Recital 34 provided for the inclusion, under the scope of EUSA, of "*assets of Member States, whether owned or operated by governmental or commercial operators, including dual-use assets placed under civil control and when used for civil purposes.*"

Consequentially, the original version of Article 2 ("*Scope*") excluded from part of the Regulation objects in "orbits further than the geostationary Earth orbit (GEO)" and from the whole Regulation "(a) space objects exclusively used for defence or national security purposes", "(b) space objects that have been temporarily placed for defence purposes under a military operation and control, for the duration of the respective space mission", "(c) the authorisation or management of radio spectrum" and "(d) assets launched before 1 January 2030."

The Cypriot Presidency added two paragraphs of Article 4: "*The obligations laid down in this Regulation shall not entail the supply of information the disclosure of which would be contrary to the essential interests of Member States' defence or national security*" and "*information that is confidential under Union or national rules shall only be exchanged with the Commission or other relevant authorities in accordance with this*

Regulation, where such exchange is necessary for the application of this Regulation, and its transmission shall preserve the confidentiality of the information and security and commercial interests of the issuing entity."

To Article 2 exclusions the Presidency added "*provision of space-based data to national security authorities.*"

The version of Shadow Rapporteurs proposed to change para. b) of Article 2(3) from excluding "space objects that have been temporarily placed for defence purposes under a military operation and control, for the duration of the respective space mission" to excluding "space objects that are placed, on an exceptional and temporary basis, under the exclusive operational command and control of military authorities, strictly limited to the duration of a specific military mission, and used solely for defence purposes."

The Rapporteurs justify the change as follows: "*Tightening the military exclusion to require 'exclusive operational command and control' and 'solely for defence purposes' during a 'specific military mission' prevents abuse of the exclusion. The revised formulation preserves the exclusion's legitimate scope while closing any loophole.*"

The Rapporteurs also suggested adding a new Article 7 which shall refuse EUSA certification (based on arguments of defence) for "(a) applicants controlled, directly or indirectly, by a natural or legal person of a third country that has been identified as raising security concerns in relation to the security and defence interests of the Union or of one or more Member States" and where "(b) the space operation for which the authorisation is sought is (…) liable to jeopardise the security and defence interests of the Union or of one or more Member States, or the compliance by the Union or Member States with their international obligations under the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space."

There have been no significant changes to the wording and meaning of the Recitals.

We acknowledge the risk of abuse of the exclusion set-out for Security and Defense purposes and the challenges posed by "Dual use" technology considering its real use may change often, swiftly and in a discrete manner. Thus, our inputs shared below must be read and construed under this principle and in a prudent manner.

	Where possible, please provide real life or potential use case examples	**Is this use case in or out of scope of EUSA?**	**Should this use case be in or out of scope of EUSA?**	**Who does a national authorisation if any?**	**Who will do/should do the EUSA certification?**
1a. Satellite/constellation operated by Ministry of Defence or civilian governmental entity/national space agency exclusively for defence use	Portuguese Air Force operating a military reconnaissance satellite (SATCOM-PT) for maritime & border surveillance and NATO operations.	Currently out of scope	Should remain OUT of scope – matter of workability with EU law; defence and national security competences are reserved to Member States under the Treaties.	If any, the MS of which the Ministry of Defence is operating.	Not applicable - EUSA certification does not apply to exclusively defence operations under Article 2 exclusions.
1b. Satellite/constellation is operated by other actor (civilian public or commercial actor) for exclusively defence use	Airbus Defence & Space operating a surveillance satellite under contract for the French Ministry of Armed Forces (e.g., CSO constellation[2]) for intelligence and reconnaissance purposes.	Currently out of scope	Should remain OUT of scope where the space object is exclusively used for defence.	If any, the MS employing the satellite/constellation.	Not applicable while used exclusively for defence. If commercial services are later provided, EUSA certification would be triggered.
1c	German Bundeswehr[3] operating the SARah radar satellite	Currently out of scope –	Should remain out of scope, as infrastructure	MS where the defence operator is established.	

[2] *Composante Spatiale Optique*, a constellation of three military Earth-observation satellites operated by the French Armed Forces.

[3] With the following command and control structure: i) Prime Contractor: OHB System AG oversaw the construction, with key payloads provided by Airbus; ii) Control and Operations: The satellites are operated by the German Aerospace Center's (DLR) German Space Operations Center (GSOC) in Oberpfaffenhofen; iii) Data Utilization: The

Satellite/constellation is operated by defence actor (e.g. Ministry of Defence) and is dual use (has both security and defence purpose and civilian purpose, e.g. provision of data for other governmental/ non-governmental use).	constellation, which provides military intelligence but also shares data with civil protection authorities for disaster response or mapping apps.	infrastructure is owned and operated for defence purposes; civilian use of data follows a primary processing by the public entities for defence purposes.	is owned and operated for defence purposes and non-governmental processing of data is secondary.		
1d. Satellite/constellation is operated by non-military actor (e.g. civilian public or commercial actor) and is dual use	Eutelsat operating a satellite constellation providing both commercial broadband services AND contracted secure government communications (e.g., GOVSATCOM services).	Currently in scope, as use by Government is not exclusive, exceptional or temporary	Non-defence use should be in scope; subcontracting and provision of secure government communications should be excluded from scope, as specific use is for defence purposes.	MS of civil operator.	The operator of the sattelite/constellation.

massive archive of reconnaissance data is processed and housed by the Bundeswehr's Strategic Reconnaissance Command.

1e Satellite/constellation user can be either defence actor or commercial operator at different times (e.g. exclusively Ministry of Defence over defined service areas)	Inmarsat providing commercial maritime broadband globally, but with capacity exclusively reserved for NATO naval forces over specific Atlantic corridors during military exercises.	Currently in scope, as use by Government is not exclusive, exceptional or temporary	Non-defence use should be in scope; subcontracting and provision of secure government communications should be excluded from scope, as specific use is for defence purposes.	MS of civil operator.	The operator of the sattelite/constellation.

Table 2 - Commercial vs non-commercial

Framing Commercial and Non-Commercial use cases in EUSA:

Recital 34 of the original Commission Proposal provided for the inclusion, under the scope of EUSA, of "*assets of Member States, whether owned or operated by governmental or commercial operators, including dual-use assets placed under civil control and when used for civil purposes.*"

Accordingly, Article 2 determines the applicability of EUSA to "space operators", defined in Article 5 as "*public or private entity that operates the space infrastructure (…) based on authorisation or a specific regime for carrying out a national space programme.*"

This original proposal hence included, in its scope, commercial and non-commercial use cases (incluidng public services), all but with the exception of defence matters (refer to comments on Table 1).

Without prejudice to that inclusion, however, the original Commission Proposal provided for a simplified regime for the licensing/certification (depending on the EUSA version considered) for 'research and education institutions', understood as "*space services provider which carries out*

space activities for experimental purposes, whether or not exploiting the results of that research for commercial purposes", under Article 62 and Article 96.

In our view, non-commercial use, whether public or private, should be included in the scope of EUSA but subject to simplified regimes of certification; in particular, research and education institutions regime should be extended to apply to non-defence / national securities state functions (such as territorial oversight for fire monitoring) and civil society use cases (e.g., publicly accessible telecoms and NGO's data libraries).

	Please provide real life or potential use case examples	**Is this use case in or out of scope of EUSA?**	**Should this use case be in or out of scope of EUSA?**	**Who does a national authorisation?**	**Who will do/should do the EUSA certification?**
2a. Purely commercial use (commercial actor launching/providing data for remuneration)	Planet Labs (via EU subsidiary) operating a constellation of Earth observation satellites selling high-resolution imagery to commercial agricultural, insurance, and logistics companies.	Currently in scope - commercial space activities providing services in the Union.	Should remain in scope - this is the core regulatory target of EUSA: ensuring safety, resilience and sustainability of commercial space activities in the internal market.	MS of operator's establishment and performance of services (e.g., mission control); possible issue of dual permits.	MS of launch and spacecraft operators' establishment.
2b. Mixed scenarios (e.g.) Government actor providing government	Spanish Ministry of Environmental Transition contracting GMV for Earth	Currently in scope – non-commercial use of space	Should be in scope given intention of regulating public entities as space operators when acting	MS of programme/contract authority.	The contractor and the Spanish Ministry.

services with private contractor;	observation data services using Sentinel imagery.	infrastrcuture by public authorities providing services to the market are covered under EUSA's broad definition of "operators"	outside of defence and national security concerns.		
2c Purely non-commercial use: e.g. Governmental actor launching and operating satellite and providing public broadcasting service for free; Government actor launching and operating satellite providing data purely to the state (e.g. land use or forest fires); University or educational actor	(1) Eumetsat operating Meteosat satellites providing free weather data for public forecasting; (2) Portuguese Air Force operating a national EO satellite providing forest fire monitoring data exclusively to national civil protection; (3) University of Lisbon operating a CubeSat for research purposes.	Currently in scope – non-commercial use of space infrastrcuture by public entities for provision of public services are covered under EUSA's broad definition of	Should be in scope given intention of regulating public entities as space operators when acting outside of defence and national security concerns.	MS of programme/service provision.	The Ministry (or public entity responsible for the control of the object and first processing of data) and, if applicable, the non-governmental non-comemrcial actor.

Table 3 - Cross-border cases and liability

Another matter closely related to MS concerns about scope is that of liability, particularly where cross-border activity is concerned (some examples are listed below). Please provide further examples of use cases (including reference to any of those in Tables 1 and 2 above) where questions about liability arise.

Please also consider the following guiding questions both as regards how this would and/or should be under the EUSA, but also how these use cases would be handled under the current legal framework.

- who does/should do the EUSA certification?

- who does a national authorisation?

- when would a MS be forced to accept the EUSA certification of another MS?

- who is liable and responsible?

Framing under EUSA

The original Commission proposal does not establish a uniform compensation or liability cap mechanism for private space activities.

Under the Shadow Rapporteurs version, operators are primarily liable per Articles 61a-61e, and mandatory insurance/financial guarantees apply. MS provides State guarantee for excess liability and there is a limitation on recourse between space operation participants. Operator liability ends once authorisation obligations fulfilled or one year after.

Under Rapporteur version: EU bears financial responsibility for Union programme space objects directly under Article 107b(3), without application of MS guarantee layers. The Union has recourse rights against the operator for amounts paid.

Additionally, Article 107a requires Commission to initiate EU accession to UN Liability Convention and Registration Convention. Additionally, EU bears financial responsibility for Union programme space objects directly under Article 107b(3), without application of MS guarantee layers. The Union has

recourse rights against the operator for amounts paid. Additionally, Article 107a requires Commission to initiate EU accession to UN Liability Convention and Registration Convention.

In our view liability should follow the solutions provided for in the International Treaties and Coventions for Space Object Registration and Liability. In particular, liability should remain with launching State(s), except where State or acquiring operator agree to uptake all liability.

The relationship and the right of recourse between a state held liable and the operator whose object that State registered should remain a matter of national law.

Please provide real life or potential use case examples	**Is this use case in or out of scope of EUSA?**	**Should this use case be in or out of scope of EUSA?**	**Who carries out a national authorisation today?**	**Who will carry out/should carry out the EUSA certification?**	**Who is liable and responsible today?**	**When would a MS be required to accept the EUSA certification of another MS?**
A private company controlling a commercial EO satellite offering its services to EU customers. The company is established and operated, authorized (and EUSA certified) in one MS, but moves to another MS.	Currently in scope - commercial EO operator providing services in the Union must be registered in URSA regardless of establishment location	Should remain in scope - this is the core regulatory target of EUSA: ensuring safety, resilience and sustainability of commercial space activities in the internal market.	Original MS of establishment; upon relocation, new MS.	MS of establishment of the operator.	Original MS of establishment (before move). Under Liability Convention, the launching State(s) retain international liability. Upon EUSA	Upon operator relocation, new MS must accept EUSA certification from original MS for matters covered by EUSA. New MS may impose stricter standards only if objectively necessary and consistent with the Treaties.

					certification transfer, the new MS of establishment may become jointly liable for ongoing operations.	
A commercial constellation operated by the Luxembourg branch of a DK company launched from FR by an ES launch company.	Currently in scope - space activities conducted for provision of services in the Union require EUSA registration regardless of multinational corporate structure	Should remain in scope - establishment in EU makes the operator a Union space operator; launch from FR means FR is also a launching State under international law.	Today: Multiple national authorisations potentially required (LU for operation, FR for launch, DK for parent company). Each MS applies its own requirements.	For spacecraft operations: LU (MS of main place of establishment). For launch: FR (MS from whose territory launch occurs).	Under Liability Convention: FR (launch territory), DK (nationality of parent company), LU (operator establishment) and ES (launch provider) may all qualify as "launching States" with international liability.	FR must accept LU's EUSA certification for spacecraft operations; LU must accept FR's EUSA certification for launch safety. Single certification valid throughout Union for harmonised EUSA matters.

					Under Council version: National liability frameworks apply with EUSA certification coverage.	
EU owned constellation operated by a German/French/Italian consortium, launched from Kourou by Ariane and/or Vega.	Currently in scope as Union-owned assets under Article 5(20) - Galileo, Copernicus, and IRIS² are explicitly covered	Should remain in scope with dedicated certification route.	Multiple national authorisations potentially required (for operation, for launch). Each MS applies its own requirements.	Commission certifies entities entrusted with execution/operation of Union-owned assets (per Article 11).	MS remain liable as launching States.	All MS must accept Commission certification of Union-owned assets. No MS may impose stricter requirements on Union programme operators.
Transfer in orbit of a satellite manufactured, authorized and operated to orbital destination	Currently in scope - transfer of control over space objects	Should remain in scope with dedicated transfer authorisation	FR authorises original operation; transfer may require separate	Under Council version: No dedicated transfer authorisation	FR remains a launching State with	PL must accept FR's original EUSA certification for the satellite; upon

by a French operator and then sold to Polish operator	among EU operators is core of EUSA scope. Note: The Council Presidency version does not include a dedicated Article 6a for transfer of control authorisation. The Rapporteur amendments add this provision to ensure continuity of regulatory oversight when spacecraft change hands.	procedure - new operator must satisfy all EUSA requirements before assuming control.	PL authorisation with different requirements.	procedure exists; MS-level coordination required. Under Rapporteur version: Agency (EUSPA) authorises the transfer under Article 6a; the new operator must obtain EUSA authorisation verifying compliance with safety, resilience, environmental sustainability, financial capacity and liability coverage requirements; the original operator's authorisation is modified or	international liability. Under Council version: National liability frameworks continue to apply. Under Rapporteur version: Liability transfers to new Polish operator from date of transfer authorisation per Article 6a(3); PL may become responsible for	transfer, the new operator holds its own EUSA authorisation. All MS must accept the Agency's transfer authorisation decision.

				terminated upon successful transfer.	State guarantee under Article 61b. End of operator liability per Article 61e: liability ceases once all authorisation obligations are fulfilled or, at the latest, one year after such obligations should have been fulfilled (save for intentional fault). After expiry, MS assumes financial responsibility under national law.	

Table 4 - International organisations

Please provide examples of use cases involving cooperation between national or European with international entities that give rise to questions around application of EUSA

Examples	**Comments (e.g. is this use case in or out of scope of EUSA and should it be?)**
Any EU MS Space Agency in cooperation with NASA on downlink activities (EO)	A first test would need to be runed against the definition of International organisations to assess whether a such EU MS Space Agency could be captured as such. In any event, International organisations providing space-based data or services in the Union must also register in URSO (Article 18), while as for the NASA cooperation, the underying agreement should specify which regulatory framework applies to each mission component. Both versions maintain that international organisations must either register or operate under specific arrangements.
ESA-JAXA joint mission: BepiColombo Mercury exploration - European Mercury Planetary Orbiter (ESA) and Mercury Magnetospheric Orbiter (JAXA) operating together in deep space.	If mission provides space-based data in EU market, URSO/URSA registration applies regardless of cooperation partner nationality. Operations further than geostatinary Earth orbit are excluded from certain EUSA provisions (Title IV, Chapters I and V) under Article 2(2). The Rapporteur version adds detailed constellation obligations (Article 73), casualty risk thresholds (Ec ≤ 10^{-5} per launch under Article 59(1)), and real-time operational safety authority (Article 58a).

Table 5 - Space data

Please provide examples of space data provision where questions arise regarding applicability of the EUSA

Examples	Comments (e.g. is this use case in or out of scope of EUSA and should it be?
Non-EU commercial EO services provider operated in third country, downlinked in third country, limited data treatment before brought on EU market.	Currently out of scope - but with important nuances. Under the original Commission proposal, only "primary providers of space-based data" must ensure that data provided in the Union originates from space objects registered in URSO/URSA. The same obligation does not apply to secondary providers of space-based data. However, the Rapporteur Grudler amendments (Amendment 1329) change the definition of "primary providers" to "space services providers that provide for the first time space-based data in the Union" - which may capture scenarios where processed data is initially made available on the EU market, regardless of the location of processing. In this case, space-based data does not enter the market raw as it is subject to limited processing. Under the original Commission proposal, this non-EU commercial EO operator would not qualify as a "primary provider". However, under the Rapporteur Grudler amendments, the relevant criterion becomes who "provides for the first time" the data in the Union - which may include this operator if it is the one initially making the processed data available on the EU market. Additionally, the Presidency version (Recitals 43h-43i) introduces anti-circumvention obligations applicable to "gatekeepers" - space operators, data reception infrastructure providers, and platform providers that process or sell space-based data. These must ensure that any data they provide in the Union originates from space objects whose activities are registered in URSA. This approach may indirectly capture EU distributors marketing data from unregistered third-country operators.

Maxar Technologies (US company) operating WorldView satellites from US ground stations, processing imagery in the US, then selling EO data products (e.g., precision agriculture analytics, change detection reports) to EU customers via EU distributor.	Currently out of direct scope. The EU distributor is a secondary provider of space-based data, not a primary one. However, under the Presidency version, the EU distributor may qualify as a "gatekeeper" subject to the anti-circumvention obligations of Recital 43i – requiring it to ensure that the data it provides originates from space objects registered in URSA. Under the Rapporteur Grudler amendments (revised Article 14), all operators placing space-based data on the internal market must have their respective activities registered in URSA, creating potential compliance obligations for Maxar if it wishes to continue providing data in the EU. We acknowledge that the exclusion of secondary providers entails a relevant trade-off between facilitating innovation and uptake of space-based data versus creating interpretation and enforcement challenges. The non-application of the regime to secondary providers could negatively affect the adoption of space-based data in the Union, limiting innovation and weakening competitiveness against foreign actors in the global market.

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