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NOMINATED SERVICE PROVIDER REFERENCE INTERCONNECTION OFFER (NSP RIO)

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Introduction to the RIO

All text in this document, including this Introduction and the Preamble, forms part of this Nominated Service Provider Reference Interconnection Offer (NSP RIO), and is applicable to a NSP as determined by TRR.

The process and principles described in this NSP RIO assume the principles of reciprocity. Further, the process and principles described in this NSP RIO shall be fully symmetrical between a NSP and the Access Seeker. Variations from this principle shall occur under specified circumstances as agreed between the parties.

Unless otherwise expressly agreed between the parties, the terms of the Interconnection Agreement shall be consistent with the terms of this NSP RIO. The Telecommunications and Radiocommunications Regulator (TRR) will ensure that any Interconnection Agreement made under this NSP RIO must be consistent with the Telecommunications and Radiocommunications Regulation Act No. 30 of 2009 (the "Act"), meet all reasonable requests for interconnection at any technically feasible point and, in all other respects, incorporate reasonable terms and conditions for interconnection; including technical standards and specifications as set out in section 29 of the Act.

Nothing in this NSP RIO shall oblige a NSP or Access Seeker to develop or implement interconnection solutions which are not technically feasible, or otherwise impractical. Nor shall it add to or enlarge the legal obligations of a NSP or Access Seeker as set out in the Act in respect to the scope of services and products that are to be classified as interconnection.

Without prejudice to the rights of a NSP, and in the event of conflict or ambiguity between the terms defined in the governing laws, regulations, a Telecommunications Licence and this NSP RIO, the following order of precedence shall apply:

- A The Act;
- B Regulations;
- C Telecommunications Licence;
- D The Published NSP RIO;

This NSP RIO provides certain detailed requirements which must be included in any Interconnection Agreement entered into under the Act. In this TRR has taken note of the provisions of Sections 21, 22, 23 and 27 (2) of the Act.

In **Section A** of the NSP RIO, Licensees must follow the detailed wording of the NSP RIO in their negotiations of an Interconnection Agreement. The Access Seeker may decide which particular Interconnection Services they require from those contained in this NSP RIO. These services as defined should be included in the Interconnection Agreement. Other Interconnection Services may not be required but can be added at a later date if required.

In **Section B** of this NSP RIO there are a number of detailed issues which TRR would expect to be included in an Interconnection Agreement. Whilst leaving the detailed wording to be negotiated between the parties, the NSP RIO gives some guidance as to the issues that TRR would expect to be covered by such provisions.

Section C details a number of optional services which though generally considered as Interconnection Services are not specific in terms of Section 27 (2) of the Act. The parties are free to negotiate the provision of these services taking due account of the definitions in Section A.

Section D details a number of further contractual issues TRR would expect to be included in an Interconnection Agreement.

Neither party is responsible for the conveyance of any Call or the provision of any other Interconnection Service where a charge for the conveyance of the Call or the provision of any other Interconnection Service by that party is not specified in, or has not been agreed or determined pursuant to, the Interconnection Agreement.

In relation to the connection of the parties' Networks, and the making available and provision of Interconnection Services by one party to the other, each party is responsible for providing, installing, testing, making operational, maintaining and repairing its own Network.

Neither the NSP nor the Access Seeker shall be required to do anything which is not practical.

This NSP RIO remains in force until amended as provided under the Act. However, TRR recognizes that any Interconnection Agreement may be in place for a fixed term with the parties to the agreement being free at the end of the term to choose to either terminate the agreement, extend the agreement or to replace the agreement with any new agreement.

This NSP RIO is a living document subjected to industry evolution. TRR welcomes any feedback from NSP's and licensees using it on its implementation and utility. TRR will consider such comments and experiences and, in accordance with section 27 (6), will amend the NSP RIO from time to time.

Preamble

TRR developed and released a Draft NSP RIO for public consultation under section 27(4) of the Act. That section requires the Regulator to consult with a NSP and any other interested parties in assessing or determining the terms and conditions proposed by a NSP. In that consultation draft, TRR stated that once the Regulator had determined the appropriate terms and conditions, the document, as modified appropriately, would become the NSP RIO.

TVL and Digicel are, currently NSPs, and they have both been nominated under section 27(1) of the Act. TRR liaised with both NSP's in respect of their terms and conditions of a RIO for the provision of interconnection to both NSP's. Following consultation with both NSP's and all interested parties, TRR is satisfied that this NSP RIO covers the required legal, operational and technical aspects of interconnection between a NSP and the network of other licensed operators in Vanuatu.

TRR has also taken into account the expected, and now current, arrival of the fibre optic submarine cable in Vanuatu. As such, TRR consulted with Interchange Ltd (the submarine cable provider), as a particularly interested party, to ensure that the NSP RIO covers relevant technical aspects of interconnection to that submarine cable. TRR will nominate Interchange Ltd at a later stage, shortly after making this NSP RIO, as it is critical for this NSP RIO to capture this essential service and to ensure fair access to such a bottleneck infrastructure.

This NSP RIO is intended to guide a NSP, and any other Service Provider seeking interconnection with a NSP. Further, any Service Provider(s) may use this NSP RIO as a basis for negotiating an Interconnection Agreement with any other Service Provider(s) within the telecommunications sector.

Given that both current NSP's, TVL and Digicel, are dominant in the telecommunication market of Vanuatu, TRR expected that they would have different views on RIO's. To afford Digicel and TVL the opportunity to express their views and ensure that the market has a standard reference interconnection offer, TRR consulted with both NSP's under section 27(4) of the Act and other interested parties prior determining the terms and conditions of the draft NSP RIO, and took these into consideration in developing one NSP RIO applicable for the sector at large.

TRR also consulted with Interchange Limited, as a key interested party under section 27(4) of the Act and has taken into consideration its views in finalizing this NSP RIO. TRR is in the process of notifying Interchange to be a NSP under the Act and will be covered by the requirements for such designated licensees under the Act, including the application of this NSP RIO from the date of issue of the Nomination.

TRR Public Consultation on the Draft NSP RIO was conducted for 6 weeks from 7 June to 19 July 2013. Submissions were received from Interchange on 17 July and from TVL and Digicel on 19 July. TRR developed a Revised Draft NSP RIO and released it for a two weeks final review on 9 October; and extended that review timeframe to all parties to 1 November, at TVL's and Digicel's request.

TRR received further written views from TVL and Digicel on 1 November 2013 and duly considered them. As a consequence, a number of (small) changes have been incorporated into this final version of the NSP RIO. In addition, a response generally accepting the document was given by Interchange.

TRR has sought to avoid any discriminatory offer made to any access seeker wishing to interconnect with any NSP. The Draft NSP RIO was under consideration for some time and extensive consultation has taken place with the NSP's in finalizing this NSP RIO.

After consideration of all of the comments submitted by interested parties, this NSP RIO is issued by TRR **on December 17 2013** and should be used and read in accordance with the Act.

This NSP RIO is made in accordance with section 27(4) of the Act.

Any Service Provider who provides or intends to provide telecommunications services to the public (Access Seeker) may notify any other NSP for them to enter into an Interconnection Agreement in the form of this RIO, as provided under section 27(8) of the Act.

Where Interconnection is between NSPs, the Interconnection Agreement shall be made on the basis that the party seeking Interconnection shall be considered as though it were the Access Seeker.

SECTION A: MANDATORY PROVISIONS

1 THE NSP RIO

- 1.1 This NSP RIO is intended to guide a NSP when offering Interconnection Service to any Access Seeker wishing to Interconnect with a NSP's Network. Any Service Provider who provides or intends to provide telecommunications services to the public may, instead of following the process in sections 26(1) and (2) of the Act, notify a NSP and enter into an Interconnection Agreement with it incorporating clauses from the NSP RIO. All Interconnection Agreements must be filed with TRR in accordance with section 28 (1) of the Act.
- 1.2 The NSP RIO is a living offer document which will be reviewed and modified as required as experience is gained on its application and industry evolution.
- 1.3 This NSP RIO applies to the existing NSPs, TVL and Digicel, and Interchange when it is notified as a NSP in due course. This NSP RIO will facilitate the provision of interconnection services in Vanuatu. It is an offer provided by the NSPs for the provision of interconnection service to any access seeker seeking an interconnection with the NSP.

2 DEFINITIONS AND INTERPRETATION

- 2.1 Any interconnection agreement that wish to take the form of this NSP RIO must take into account the follow meanings:

<i>Access Seeker:</i>	means any Service Provider who provides or intends to provide telecommunications services to the public.
<i>Answer Line Signal:</i>	means the message signal in the Signalling Format which indicates that a Call has been answered;
<i>Authorised Personnel:</i>	means representatives of the Collocation User notified and suitably identified to the Collocation Provider;
<i>Billing Dispute:</i>	means a dispute arising from the invoices and billing processes for the Interconnection Service provided;
<i>Bill Rate:</i>	means the average three (3) month bank bill mid-rate as quoted by a recognized Bank in Vanuatu as at the relevant date, provided that if on or about that date for any reason that rate is not then available, the last such rate quoted by the same recognized Bank in Vanuatu before it became unavailable and if the Bank does not quote such a rate, then: <ul style="list-style-type: none"> • in the case where NSP is entitled to receive the interest, the rate NSP reasonably determines to be the nearest practicable equivalent; or • in the case where Access Seeker is entitled to receive the interest, the rate Access Seeker reasonably determines to be the nearest practicable equivalent;

<i>Call</i>	means the message which passes across a path established through the NSP and Access Seeker Networks via a Point Of Interconnection by which information can be passed from an originating End User and delivered through conveyance to a called number so that messages can be exchanged between the originator and the called number;
<i>Chargeable Call:</i>	means each second of a Call measured from the receipt of an Answer Message to the receipt of a Release Message for each and every Call of the same type and by rounding the sum of such seconds to the nearest whole minute for each billing period;
<i>Calling Line Identification Presentation (CLIP):</i>	Calling Line Identification Presentation is as defined by the ITU-T;
<i>Collocation:</i>	means the location of the Access Seeker and NSP equipment in a single set of premises;
<i>Collocation Provider:</i>	means the party providing the Collocation Site in its premises;
<i>Collocation Site:</i>	means the physical location for the accommodation of the Collocation User's equipment;
<i>Collocation User:</i>	means the party locating its equipment in the premises of the other party;
<i>Commencement Date:</i>	means the date of signature of the Interconnection Agreement by both parties;
<i>Data Management Amendments:</i>	means such data reconfiguration of the NSP Network or the Access Seeker's Network as is necessary for the access, routing and charging of calls;
<i>Due Date:</i>	means the 20 th day of the month following the month in which an invoice is received, provided that, if the 20 th day of the relevant month is not a Working Day, the Due Date shall be the immediately succeeding Working Day; or where any provision of the Interconnection Agreement provides that payment of any amount is to be made on or by a particular date, that particular date, provided that, if that particular date is not a Working Day, the Due Date shall be the immediately succeeding Working Day;
<i>Dispute Resolution Process:</i>	means the process agreed as part of the Interconnection Agreement and contained in Section [xxx] ¹ of the Interconnection Agreement.
<i>Emergency Services:</i>	means the Government of Vanuatu nominated authorities provided to handle a crime, fire, medical emergency or natural disaster;
<i>Erlangs:</i>	means a measure of call attempts as defined by ITU – T;
<i>End User:</i>	means the customer of either the Access Seeker or NSP as the context requires;
<i>Fault:</i>	means a condition that causes a Network to operate other than intended or to cease operating altogether;
<i>Free to Caller Service:</i>	means a service provided to End Users in such a way that the

¹ Note the detail and numbering of this section (shown as xxx) is part of the detailed negotiations of the Interconnection Agreement.

	originating End User pays nothing for the Call and any Chargeable Call charge is paid by the receiving End User;
<i>Fixed Number:</i>	means any fixed network number allocated by a party to its End Users, which number is allocated to that party by the TRR in accordance with the National Numbering Plan;
<i>Grade of Service (GOS):</i>	is as defined by ITU-T;
<i>Group:</i>	means, jointly and severally, the Access Seeker or NSP as the context requires and each and all of its subsidiaries now or from time to time and includes any member of the Access Seeker or NSP Group, including the Access Seeker or NSP as the context requires;
<i>Infrastructure Links:</i>	means fixed capacity provided by the Nominated Service Provider to the Access Seeker to connect different parts of the Access Seeker's Network;
<i>Interconnection:</i>	means the physical and logical linking of telecommunications Networks operated by two Service Providers and the provision of voice, message and data origination, transit and termination Interconnection Services by one service provider to the other;
<i>Interconnection Agreement:</i>	means an agreement that is agreed or determined in accordance with the provisions of the NSP RIO and is in accordance with the Act;
<i>Interconnection Change:</i>	means a change required to an existing Interconnection Service or a new Interconnection Service;
<i>Interconnection Link:</i>	means a circuit or group of circuits which connects to a POI, which may include a 2 Mbps 31 channel link and may include a ITU-T No. 7 signalling link;
<i>Interconnection Change Request:</i>	means a request by a party to the Interconnection Agreement for and Interconnection Change;
<i>Interconnection Service:</i>	means the service provided by Interconnection and contained in the Interconnection Agreement;
<i>International Cable Landing Station:</i>	means a building or part of a building housing the necessary terminal equipment for the termination of a submarine cable between different countries;
<i>Invoicing Party:</i>	means, in relation to any invoice in respect of any payment due under the Interconnection Agreement, the party which renders the invoice;
<i>ITU-T:</i>	means the International Telecommunications Union/Telecommunication Section (ITU-T) and its predecessor the CCITT;
<i>Act:</i>	means the Telecommunications and Radiocommunications Regulation Act No 30 of 2009;
<i>Liaison Committee:</i>	means the operational liaison committee established pursuant to Section 4 of the Interconnection Agreement;
<i>Licensee:</i>	means a person holding a licence under the Act;
<i>Manifest Error:</i>	means: any erroneous duplication of the items charged in; any error in a calculation shown on; any error in the total of the amounts shown on;

	<p>any erroneous calculation of discounts shown on;</p> <p>any erroneous calculation of the VAT shown on;</p> <p>any erroneous inclusion of services not to be provided under the Interconnection Agreement; or</p> <p>any erroneous application of an incorrect price to a Call, where the parties are in agreement on the price which should apply to that Call in;</p> <p>an invoice rendered by the Invoicing Party, which is apparent on the face of the invoice;</p>
<i>Mid-Span Meet:</i>	means an Interconnection Service specified in Section 4;
<i>Mobile Number:</i>	means any mobile network number allocated by a party to its End Users, which number is allocated to that party by the TRR in accordance with the National Numbering Plan;
<i>National Numbering Plan:</i>	means the national numbering plan and its associated rules that are administered by the TRR;
<i>Network:</i>	means the telecommunication system comprising all links, radio, microwave and other transmission media and equipment, switches, software and related items utilised by the Access Seeker or NSP as the context requires and any other members of the Access Seeker or NSP Group as the context requires to make available and provide Interconnection Services. For the avoidance of doubt, the NSP Network does not include the POI or any circuits or equipment of the NSP or the NSP Group utilised by Access Seeker on the Access Seeker side of any POI;
<i>Network Alteration:</i>	means a change to one party's Network, which affects the other party's Network or the provision or receipt of an Interconnection Service by the other party;
<i>Network Interconnection Operational Procedures:</i>	means the operational procedures for the operation of the Interconnection Services contained in the Interconnection Agreement;
<i>Network Interconnection Technical Specifications:</i>	means the technical specifications, including relevant ITU-T specifications necessary for the correct operation of the Interconnection Services contained in the Interconnection Agreement;
<i>Nominated Service Provider:</i>	has the meaning assigned to it in Section 27 (1) of the Act;
<i>Numbering Information:</i>	<p>means the A number of the calling party End User that originated the traffic:</p> <ul style="list-style-type: none"> • provided in the form of the national significant number as ITU-T Recommendations; and • including any CLIR flags (an indicator provided together with an A-number for the purposes of calling line presentation information which indicates that the A-number is not to be forwarded to the called party) and any other numbering information relating to that traffic, but not including billing name and address
<i>Number Ranges:</i>	means a group of numbers allocated to the Access Seeker or NSP as the context requires, by TRR for the purpose of providing services to End Users;

<i>Paying Party:</i>	means, in relation to any invoice in respect of any payment due under the Interconnection Agreement, the party to whom the invoice is addressed;
<i>Private Property:</i>	means a location, including sites and/or buildings in private ownership but excluding such locations owned by either the Access Seeker or NSP;
<i>Point of Interconnection (POI)</i>	means the demarcation point between two interconnected Networks where traffic is transmitted from one Network to another;
<i>Release Message:</i>	means the message in the Signalling Format carried from Access Seeker to NSP or from NSP to Access Seeker that indicates that a Call has ended and that a connection is no longer established in respect of that Call;
<i>Retail Leased Lines:</i>	means fixed capacity links provided by Licensees to End Users;
<i>Service Provider:</i>	means a person who: (a) provides or is entitled to provide a telecommunications service under a licence or exception; or (b) has applied for a telecommunications licence or exception under the Act
<i>Signalling Format:</i>	means ITU-T No. 7 signalling (or such other signalling as may be agreed by the parties from time to time);
<i>Short Message Service(SMS):</i>	means an SMS message of up to 160 alphanumeric characters and otherwise in accordance with ETSI GSM Recommendations that can be sent or received (as the context requires) from suitably equipped and configured phones;
<i>Switch:</i>	means a telecommunications platform within a Network which performs the function of switching and routing Calls;
<i>TRR:</i>	means the Telecommunications and Radiocommunications Regulator appointed pursuant to section 4 of the Act;
<i>Working Day:</i>	means a day other than a Saturday, a Sunday or a statutory holiday in Vanuatu.

3 SCOPE OF AN INTERCONNECTION AGREEMENT

- 3.1 The Interconnection Agreement shall set out the framework for the conduct of the relationship between the parties as network operators whose Networks are connected. Accordingly, an Interconnection Agreement is intended to apply only to:
- A the interconnection of the Networks of the parties;
 - B meet all reasonable requests for interconnection at any technical feasible point;
 - C the making available and provision of Interconnection Services by each party to the other party;
 - D incorporate reasonable terms and conditions for interconnection, including technical standards and specifications;

- E payment of the charges in relation to the provision of those Interconnection Services; and
- F the resolution of certain disagreements or disputes in relation to any matter arising under or in relation to the Interconnection Agreement.

4 MANAGEMENT OF INTERCONNECTION

4.1 Role of Liaison Committee

- A During the term of the Interconnection Agreement the parties shall be required to liaise on and resolve technical network operational issues which arise from time to time regarding:
 - (a) the provision of services, including service levels, under the Interconnection Agreement;
 - (b) the operation and connection of their respective Networks; and
 - (c) any Faults that may occur;
 - (d) In recognition of this, the parties shall establish a Liaison Committee:
 - (i) to liaise on, and to provide a forum for discussion of, Operational Issues; and
 - (ii) to discuss and make recommendations on changes to the Network Interconnection Operational Procedures and to the Network Interconnection Technical Specifications.

4.2 Constitution of Liaison Committee

- A The Liaison Committee shall consist of one (1) or more (but not more than three (3) unless otherwise agreed by the parties) suitably qualified personnel appointed by each party from time to time (on a permanent or temporary basis), and advised to the other party by name or position as being that party's representatives on the Liaison Committee.
- B The Liaison Committee may regulate its own meetings and procedures provided that:
 - (a) meetings of the Liaison Committee (either in person, or by audio or audio and visual communication) shall be held:
 - (b) normally every three (3) months or at such frequency agreed by the parties; and
 - (c) at the written request of a member of the Liaison Committee, such request to set out the issues which the member wishes to be discussed by the Liaison Committee;
 - (d) meetings of the Liaison Committee shall be hosted alternately by each party;
 - (e) at least five (5) Working Days' notice of a meeting is given by the party hosting the meeting to each member of the Liaison Committee, together with written advice of

the matters to be discussed at the meeting. However, this notice requirement may be waived with the unanimous consent of the members of the Liaison Committee;

- (f) each meeting of the Liaison Committee shall be chaired by a representative nominated by Access Seeker or NSP (on an alternating basis); and
- (g) the Liaison Committee shall record, circulate and keep the agreed outcomes of each meeting that it holds.

4.3 Provision of information between Licensees

A General Network Information

- (a) On application by an Access Seeker the NSP shall supply within five (5) Working Days the following Network information:
 - (i) Service configuration
 - (ii) Technical characteristics
 - (iii) Network Interconnection paths and routing
 - (iv) Switching Network Interconnection
 - (v) Signalling Network Interconnection
 - (vi) Interface standards
 - (vii) Synchronisation
 - (viii) Safety standards

4.4 Planned Changes to Networks

B Network Alterations

- (a) Because Network Alterations may cover a wide variety of circumstances it is not possible to specify a form to be used. The party requesting the change should attempt to include all the necessary information to enable the receiving party to assess the impact, including any cost implications, for its Network.
- (b) At least forty (40) Working Days' notice shall be provided by the requesting party for each Network Alteration request. The requested party shall, if in a position to accept the Network Alteration proposed, provide an estimate of the costs involved within twenty (20) Working Days of receipt of a Network Alteration request.
- (c) Where the Network Alteration is part of a planned upgrade programme or, for example, a change to the National Numbering Plan required by TRR, the parties shall

draw up a detailed plan. The plan and its implementation shall be overseen by the Liaison Committee.

- (d) Network Alterations shall be carried out within the timescales specified by the requesting party seeking the Network Alteration except that if the requested party believes that it is not in a position to proceed with the requested Network Alteration, either within the timescales requested or in any circumstances, the requesting party shall be advised within ten (10) Working Days of receipt of the request. In these circumstances NSP and the Access Seeker shall make all reasonable efforts to resolve the situation, including recourse to the dispute resolution procedures in the Interconnection Agreement.

4.5 Data Management Amendments

- A The NSP and the Access Seeker shall endeavour to minimise the number of Data Management Amendments in each other's Network by minimising the level of digit analysis carried out in their respective Networks to that required to ensure efficient call routing and provide agreed billing information.
- B Where a Data Management Amendment is required the requesting party shall complete Data Management Amendment request in the form of a business letter providing details of the Number Range and proof of its allocation by TRR.
- C The requested party shall acknowledge receipt of the Data Management Amendment request within two (2) Working Days of receipt. Provided the application is completed correctly and there is evidence of allocation of the Number Range by TRR, the requested party shall:
 - (a) forward the Data Management Amendment request to the technical department for preparation for implementation forty (40) Working Days from the date of receipt of the request;
 - (b) prepare an amendment adding the new Number Range to the Interconnection Agreement and forward to the requesting party an acknowledgement within five (5) Working Days.
- D The Data Management Amendment shall be completed within the forty (40) Working Days from the initial receipt of the request.
- E Joint testing should be arranged between the parties towards the end of the implementation period.
- F If a requested party believes that it is not in a position to proceed with the requested Data Management Amendment, either within the timescales requested or in any circumstances, the requesting party shall be advised within ten (10) Working Days of receipt of the request. In these circumstances the NSP and the Access Seeker shall make all reasonable efforts to resolve the situation, including recourse to the dispute resolution process in the Interconnection Agreement.

4.6 Records of Interconnect Links

- A Details of each Interconnection Link including numbers of 2 Mbps circuits and signalling configuration must be attached to the Interconnection Agreement.

4.7 New Services

- A **Section 4.7** deals with New Interconnection Services or, a change in an existing Interconnection Service.
- B Arrangements for the provision of standard Interconnection Services are detailed in the Service Schedules to the Interconnection Agreement. New or changed Interconnection Services shall be incorporated as additional or modified Interconnection Services to the Interconnection Agreement once specific arrangements dealing with specifications, prices and other terms have been agreed.
- C Following the successful completion of an Interconnect Change the parties shall notify TRR and once agreed, modify the Interconnection Agreement to include that new or changed service.
- D Interconnect Change request may be in the format of a business letter.
- E The party seeking the change (the Requesting Party) shall include in its Interconnection Change Request the following information:
- (a) the specific services required;
 - (b) the location at which the services are required;
 - (c) the date(s) on which the services are required;
 - (d) other relevant detail sufficient to enable the party receiving the request (the Receiving Party) to assess whether a plan can be constructed to meet the request for an Interconnection Change in the timescale sought;
 - (e) the names of the personnel (including the name and contact details of the senior contact person) who shall represent the Requesting Party in the negotiations or other dealings with the Receiving Party.
- F The parties shall negotiate in good faith to agree a plan to deliver the Interconnection Change and amend the Interconnection Agreement.
- G If the parties fail to agree a suitable plan for the implementation of the Interconnection Change within a reasonable timescale or to the Interconnection Change itself then the Access Seeker or NSP as appropriate shall refer the issue to TRR.

4.8 Interconnection Services

A Traffic Conveyance Services

- (a) Fixed Call Termination means:
- (i) acceptance of Calls handed over from the first party's Network to the second party's Network where the Call has been originated by an End User on the first Party's Network and for which a second party's Fixed Number is provided, and delivery or offer of delivery of each such Call to the second party's designated destination in respect of that Call; and
 - (ii) transmission of an Answer Line Signal to the first party's Network in respect of Calls handed over from the first party's Network to the second party's Network in terms of the Interconnection Agreement and answered by the called End User or by some other means: and
 - (iii) where the first party has, for each Call handed over from the first party's Network to the second party's Network, transmitted the line, information or control signals in the Signalling Format that relate to the establishment of that Call, including details in the Signalling Format of the valid second party's Fixed Number called.
 - (iv) for the avoidance of doubt this service includes calls to 30CDE numbers.
- (b) Mobile Call Termination means:
- (i) acceptance of Calls handed over from the first party's Network to the second party's Network where the Call has been originated by an End User on the first party's Network and for which a second party's Mobile Number is provided, and delivery or offer of delivery of each such Call to the second party's designated destination in respect of that Call; and
 - (ii) transmission of an Answer Line Signal to the first party's Network in respect of Calls handed over from the first party's Network to the second party's Network in terms of the Interconnection Agreement and answered by the called End User or by some other means: and
 - (iii) where the first party has, for each Call handed over from the first party's Network to the second party's Network, transmitted the line, information or control signals in the Signalling Format that relate to the establishment of that Call, including details in the Signalling Format of the valid second party's Mobile Number called.
- (c) Short Message Service (SMS) means:
- (i) acceptance of Short Message handed over from the first party's Network to the second party's Network where the Short Message has been originated by an End User on the first Party's Network and for which a second party's Number is provided, and delivery or offer of delivery of each such Short

Message to the second party's designated destination in respect of that Short Message.

- (d) SMS are handled as follows:
 - (i) SMS originating from a terminal device of the originating party is received by that party's SMSC;
 - (ii) the originating party's SMSC queries that party's home location register, via GSM MAP;
 - (iii) the originating party's SMSC forwards the SMS over the SMS Interconnection Link, via GSM MAP, to the terminating party's MSC visitor location register; and
 - (iv) the terminating party's MSC visitor location register delivers the SMS to a suitable device used by the terminating party's End User.

- (e) Toll Free Service means:
 - (i) acceptance of Calls handed over from the first party's Network to the second party's Network where the Call has been originated by an End User on the first Party's Network and for which a second party's Toll Free Number in the form 08CDEF is provided, and delivery or offer of delivery of each such Call to the second party's designated destination in respect of that Call; and
 - (ii) transmission of an Answer Line Signal to the first party's Network in respect of Calls handed over from the first party's Network to the second party's Network in terms of the Interconnection Agreement and answered by the called End User or by some other means: and
 - (iii) where the first party has, for each Call handed over from the first party's Network to the second party's Network, transmitted the line, information or control signals in the Signalling Format that relate to the establishment of that Call, including details in the Signalling Format of the valid second party's Toll Free Number called.
 - (iv) for the avoidance of doubt the End User on the first party's Network pays no charge for the Call. Any fees for the Toll Free Service shall be paid by the End User of the second party to whom the Call is terminated.

B Transport Services

- (a) Interconnect Links
 - (i) Interconnection Links are provided in accordance with the terms and conditions of the Interconnection Agreement.

- (ii) The parties shall connect and keep connected the Access Seeker Network and the NSP Network by establishing Points of Interconnection using where appropriate Interconnect Links by one or more of the following Interconnection Services in accordance with the Interconnection Agreement:
 - (iii) Customer Sited Interconnection²
 - (iv) Mid-Span Meet
 - (1) Using fibre cables means a service where Interconnection is provided by each party installing part of the Mid-Span Interconnection Link. It is achieved through the provision jointly by each party of a Point of Interconnection (POI) on the public highway or, subject to the parties' agreement, on Private Property, with each portion of the 2Mbit/s Interconnection Link being provided by each party on its side of the Point of Interconnection. The Service shall only use SDH technology.
 - (2) Using radio means a service where Interconnection is provided using Mid-Span Interconnection methodology but where the transmission path is provided by a suitable radio link and the Point of Interconnection is a theoretical point on the radio path between the Access Seeker and the NSP. The service shall only use SDH technology.
- (b) Network Infrastructure means:
- (i) The provision to the Access Seeker of links between different parts of the Access Seeker Network provided by the NSP to the Access Seeker. These links shall be provided in accordance with the prices in the Interconnection Agreement and except for the prices under the terms and conditions for Retail Leased Lines.
- (c) International Submarine Cable Access means:
- (i) the provision by Collocation at the International Cable Landing Station of access from the Access Seeker Network to an international submarine cable. This Service includes the provision of cross connection to the international submarine cable. The terms and conditions for Collocation and cross connection shall be covered by the Interconnection Agreement.
 - (ii) a service which uses SDH technology and is limited to either STM-1 links of 155 Mbps or STM-1 presented 45 Mbps capacity.

² Given that this service is the equivalent of collocation on the Access Seeker's premises, it is not defined as a service. Interconnect Links provided by the NSP to the Access Seeker shall be considered as Collocation for the provision of handover of interconnection links by the NSP on the Access Seeker premises.

- (iii) For avoidance of doubt the terms and conditions for the provision of the capacity within the international submarine cable shall be covered by a separate agreement between the parties which although covered by the Act is not defined as an interconnection service under the Act.
- (iv) for the avoidance of doubt international submarine cables are not to be fault free and given the practical time needed to locate and repair faults Licensees are required to make their own separate arrangements for providing standby access to international partners and operators.

C Collocation for the Provision of Handover Points

For the avoidance of doubt, whilst Collocation isn't an Interconnection Service per se, it is essential to the provision of Interconnection. It is required for the provision of handover points.

- (a) Each party (in this **Section 4.8 C**, the Collocation Provider) shall make available to the other (in this **Section 4.8 C**, the Collocation User) all such:
 - (i) premises, access, facilities and services in relation to each of the Collocation Users on the Collocation Provider's premises;
 - (ii) access from the street front to the premises in which each of Interconnection of the Collocation User is located to enable the Collocation User to construct and place wires, cables, casings or other equipment;
 - (iii) facilities and services, including power as stipulated by the Collocation User on the Collocation Provider's premises; and
 - (iv) such other reasonable assistance, as the Collocation User reasonably requires to accommodate the POI and enable all equipment required to be both located in close proximity and connected to the Collocation User's POI for the Collocation User to provide or receive Interconnection Services under the Interconnection Agreement, to be safely and securely accommodated and installed to reasonable standards, connected to the rest of the Collocation User's Network, inspected, tested, repaired, modified, maintained, worked on and removed as and when reasonably required by the Collocation User. The Collocation Provider shall comply with all applicable statutory requirements in meeting its obligations under this **Section 4.8 C**.
- (b) The Collocation Provider grants the Collocation User all licenses necessary for the Collocation User to carry out the activities contemplated by **Section 4.8 B**, and it is mutually agreed between the Collocation Provider and the Collocation User that the Collocation User shall pay the Collocation Provider its reasonable costs incurred for the provision of any access or space for the purposes of **Section 4.8 C**.

D Each party may at any time give notice of its reasonable requirements under this **Section 4.8 C**.

- E** In meeting its obligations as a Collocation Provider, or carrying out the activities contemplated by **Section 4.8 C** as a Collocation User, neither party may maintain, repair or interfere with the other party's equipment or interfere with the provision of Interconnection Services except with the consent of the other party or any authorised contractor or agent of the other party and only to the extent necessary to meet its own obligations under the Interconnection Agreement.
- F** The Collocation Provider shall not cause or allow any nuisance or unreasonable impediment to the Collocation User to exist or occur in any premises to which the Collocation User reasonably requires access under this **Section 4.8 C**.
- G** The Collocation User shall comply with the reasonable health and safety and security procedures issued by the Collocation Provider.
- H** Detailed processes for ordering Collocation facilities and arrangements by the Collocation User for access, including outside normal hours, will be negotiated as part of the Interconnection Agreement.

4.9 Technical Aspects

A Interconnection of Public Switches

- (a) General Rules for Interconnect Links between Public Switches
 - (i) Interconnection covered under the terms of the Interconnection Agreement is only available using signalling known as ITU-T Signalling System No 7 and using 2.048 Mbps capacity for each Interconnection Link subject to the terms and conditions in the Interconnection Agreement.
- (b) Number of Interconnect Links
 - (i) Details of the number of Interconnection Links shall be attached to the Interconnection Agreement and modified from time to time to reflect changes.
- (c) Transmission Technologies
 - (i) Only SDH technologies shall be used for Interconnection.

B Interconnection of Signalling Networks for Switch connection

- (a) The NSP shall provide signalling circuits of 64 Kbps as part of the Interconnect Link of 2 Mbps between its Switch and each of the POIs and each Switch in the Access Seeker's Network. The associated mode, with a SS7 link set that has at least two (2) signalling links for each POI shall be used where possible.
- (b) ITU-T Q701 recommends that two (2) signalling links should be provided between any platform in the Access Seeker's network and each NSP Switch. Currently Where the initial Capacity is for only 1 x 2 Mbps here shall be only one (1) 64Kbps signalling links.

- (c) ITU –T recommends that the signalling link should carry 0.2 Erlangs of SS7 signalling traffic in the normal mode and 0.4 Erlangs in the case of one (1) signalling link.

C Interface Standards and Technical Requirements

- (a) The Interface Standards and Technical requirements of the NSP Network shall be included as an annex to the Interconnection Agreement.

D Numbering

- (a) Each party shall use Number Ranges allocated to them in accordance with the National Numbering Plan as administered by TRR.
- (b) Each party shall, for all Calls and SMS messages that are handed over by one party to the other party under the Interconnection Agreement, provide to the other party the Numbering Information with respect to that traffic. There shall be no charge for the making available and provision of Numbering Information.
- (c) Neither party (the first party) shall attempt to manipulate the Numbering Information provided to the other party with the objective that a Call definition or charge that:
 - (i) would not otherwise apply but for the manipulation, does apply (based on the Call presentation information provided to the other party); and/or
 - (ii) would otherwise apply but for the manipulation, does not apply (based on the Call presentation information provided to the other party).
- (d) For the avoidance of doubt, the provisions of this **Section 4.9 D** shall not apply to anything that occurs as a part of the normal service function of the first party's Network in accordance with normal practice for that network.

E The Access Seeker and the NSP's Number Ranges shall be detailed in the Interconnection Agreement which should be amended when changes are made to these Number Ranges.

F Each party shall notify the other party in advance of any routine changes to its numbering plan. Each party shall implement and test any necessary changes to its routing plan caused by the other party's routine changes within forty (40) Working Days. Neither party shall charge the other for this service.

G In the event that the TRR adopts a decision imposing a modification to the National Numbering Plan which affect a party's numbering plan or directly to a party's numbering plan, each party shall co-operate in the early implementation of the changes and bear the costs associated with any changes to its own network required as a result of such a decision. The party subject to such modifications needs to inform the other party in writing as soon as it becomes aware of such a decision of the TRR so that the other party effects the necessary changes to its network.

H CLIP/CLIR

- (a) The parties undertake to provide the Calling Line Identification Presentation (CLIP) in respect of all of its End Users where this is technically feasible. The provision by either party of the CLIP service is subject to the data transferred through the signalling circuits and the technical capability of either party's interconnected Switches to support the provision of the CLIP.

I The parties undertake to ensure that except for calls to the Emergency Services, the Calling Line Identification Restriction (CLIR) marking of Calls is respected at all times and that the numbers marked with CLIR shall not be presented to the called end-user or a third party where this is required by an End User or by the Act or other applicable legislation.

J Quality of Service

- (a) Each party shall:
 - (i) use its reasonable endeavours to manage, and shall co-operate with the other in managing, its own Network in a manner or use of End User Services that minimises disruptions to the other party's Network; and
 - (ii) use its reasonable endeavours to ensure that the quality of Calls delivered to or accepted from the other party's Network is maintained.
- (b) Except where otherwise specified in the Interconnection Agreement, each party (*the first party*) shall provide Interconnection Service to the other party of a quality comparable to the same or similar network service provided by the first party to its End Users and to any other member of the Group to which it belongs.
- (c) Where a party (the first party) conveys any Call handed over from the network of the other party (the second party) where that Call is not originated by an End User of the other party either locally or internationally, the first party shall ensure that such Call is of a quality comparable to the same or similar quality provided by the first party to its End Users on its own network and to any other member of the Group to which it belongs.
- (e) Where a Call may eventually be transmitted to an international network, the parties shall use reasonable endeavours to ensure that they comply with the principles and requirements of any applicable agreements between the relevant party and overseas networks, as notified by each party to the other from time to time.

4.10 Interconnection Processes

A Initial Interconnection Planning Processes

- (a) The Access Seeker shall provide a detailed statement ("Statement") of its technical requirements for Interconnection Services in respect of the Interconnection Agreement. The NSP shall specify the technical requirements that shall be included in the Statement which shall be no more than those which are reasonably required to enable the NSP to design a technical and operational solution to provide and receive (where relevant) Interconnection Services to and from the Access Seeker.

- (b) If the information provided by the Access Seeker is reasonably considered by the NSP to be insufficient to design the technical and operational solution, the NSP shall notify the Access Seeker within ten (10) Working Days of receipt of the Statement. This notification shall include a list of detailed questions and requests for any additional data or information that may reasonably be required by NSP.
- (c) Once the NSP has been provided sufficient data or information to enable the NSP to design and document a technical and operational solution and testing plan for providing and receiving Interconnection Services to and/or from the Access Seeker, NSP shall, within twenty (20) Working Days of receipt of that data or information, provide a documented technical and operational solution and testing plan to the Access Seeker.
- (d) If the NSP and the Access Seeker cannot reach agreement on the technical and operational solution and testing plan within twenty (20) Working Days of the NSP's provision of that technical and operational solution and testing plan to the Access Seeker, either party may refer the disagreement to the TRR for determination.
- (e) The parties shall establish and maintain a document entitled Network Interconnection Technical Specifications, recording details of the technical requirements which the parties have agreed. The Network Interconnection Technical Specifications contain specifications agreed by the parties that are appropriate to the operation of their respective Networks and the provision of Interconnection Services by each party to the other.
- (f) The Network Interconnection Technical Specifications as at the date of the Interconnection Agreement shall be attached to the Interconnection Agreement.

B. Interconnect Provisioning Processes

- (a) Lead-times
 - (i) As a rough guide the initial interconnection can take more than six (6) months to implement, especially where physical Mid-Span Meet is required. However, it is often possible to achieve the end to end process in less than these time scales though rarely in less than three (3) months.
- (b) Planning Processes
 - (i) Introduction of a new Switch and related testing
 - (1) This **Section 4.10 B (b) (i)** covers necessary but not exclusive details described in the processes contained in **Section 4.10 A**.
 - (2) For the avoidance of doubt this process shall apply to both the initial Interconnection, the introduction of an additional Access Seeker Switch or the replacement of an existing Access Seeker Switch.
 - (ii) The Access Seeker shall provide to the NSP with details about the proposed Switch type, software build level and of its inter-operability with other Switch types supported by manufacturer's certificate or such other information,

including but not limited to evidence of successful inter-operability with similar configurations in other countries to demonstrate inter-operability;

- (iii) The proposed location of the Switch indicating the proposed method of Interconnection.
- (c) It is essential that the Access Seeker provides a C7 Signalling conformance statement at the earliest opportunity. This shall enable the level of interoperability testing to be agreed.
- (d) Additionally the parties shall agree an overall test plan and a ready for test date at least ten (10) Working Days before testing commences.
- (e) Planning of Mid-Span Meet
 - (i) If the Access Seeker requests and the NSP agrees, the Interconnect Links should be provided using Mid-Span Meet the parties shall meet at the earliest possible time to agree the location of the POI and a work programme to achieve this.
 - (ii) Failure to agree a suitable POI within twenty (20) Working Days of the initial meeting shall be referred to TRR for mediation.
- (f) Planning of Infrastructure Links
 - (i) These shall be planned on the same basis as Retail Leased Lines.
- (g) Removal of Transport Link
 - (i) All Transport Link Services shall be removed by the party who originally ordered the Link giving twenty (20) working Days' notice that it requires the removal of the specified Link.
 - (ii) Where the Link is an Interconnection Link and the party receiving the request for the removal of the Link does not accept that the Interconnection Link should be removed the matter shall be referred to the Liaison Committee for resolution.
- (h) Capacity Planning on Transport Links
 - (i) Capacity planning for Interconnection Links shall be based on the traffic Forecasts as detailed in **Section 4.10 B (i) (ii)**.
 - (ii) For other Links the party requesting the Link should provide as much notice as is reasonably possible so the party providing the Link can provide this in a timely manner.
- (i) Interconnect Traffic Forecasts

- (i) Provision of traffic forecasts
 - (1) The Access Seeker shall provide the NSP with Forecasts in respect of Access Seeker Calls and any other matter agreed between the parties which shall facilitate the alignment of traffic with capacity.
 - (2) The NSP shall provide the Access Seeker with Forecasts in respect of NSP Calls and any other matter agreed between the parties which shall facilitate the alignment of traffic with capacity.
- (ii) Content of traffic Forecasts
- (iii) The exact content of traffic Forecasts shall depend on the requirements of the relevant Interconnection Service and any specific requirements set out in relation to that Interconnection Service, but in general shall cover:
 - (1) forecasts for each POI, covering the forecasting party's existing Call routes, and any changes to Call routing envisaged by that party during the forecast period, including peak calling times, busy-hour traffic volume and number of call attempts on routes; and
 - (2) traffic in Erlangs and number of traffic circuits required for the total traffic volume forecast in each direction, based on the switching architecture and design Grade of Service (GOS) agreed by both parties using a GOS of 0.1% for trunk routes; and
 - (3) forecasts for each POI, covering CCITT No. 7 signalling, including:
 - i. call related signalling, measured in message signalling units (MSUs) and octets per second, for each set of signalling links; and
 - ii. non-call related signalling, measured in message signalling units (MSUs) and octets per second, for each set of signalling links; and
 - iii. the number of sets of signalling links required, including the number of signalling circuits in each set of signalling links requested by the forecasting party.
- (j) The Forecasts may include, without limitation, forecasts of:
 - (i) increases in the number of Interconnect Links;
 - (ii) the decommissioning of Interconnect Links;
 - (iii) the redistribution of call traffic over different routes.
- (k) Forecast period

- (i) Forecasts shall be supplied six (6) monthly during the term of the Interconnection Agreement, or as reasonably requested by either party, and shall cover:
 - (1) the six (6) month period commencing on, in the case of the first six (6) monthly forecasts, the Commencement Date or, for any subsequent six (6) monthly forecasts, the date six (6) months after the date of the last forecast or, for any other forecasts reasonably requested by either party, the date of the forecasts; and
 - (2) each of the succeeding twelve months.
 - (ii) Each six (6) monthly Forecast shall specifically give the forecast for the December covered by the forecast, or the forecast for the month in the forecast period with the highest volume, if that month is not December (or if the forecast period does not include a December).
- (l) Response to Forecasts
- (i) A party that receives a Forecast is, within ten (10) Working Days of receipt of the Forecast, to indicate to the other party any variations to the Forecast which it reasonably considers to be appropriate, based on its own traffic studies and experience. Any differences in Forecasts shall be discussed and the parties shall use all reasonable efforts to resolve any differences through the Liaison Committee.
- (m) Forecast updates
- (i) Each party shall promptly notify the other party of any material changes to Forecasts supplied that occur at any time during a forecast period.
 - (ii) In particular should either party become aware of any event or circumstance which is likely to cause interconnect traffic on any designated route to rise:
 - (1) on a short-term or long-term basis; or
 - (2) during periods outside the designated busy hour; or
 - (3) beyond the level previously forecast for busy-hour traffic in the most recent forecast to the other party, then that party is promptly to notify the other party of the circumstances and likely extent of the increase.
- (n) Reactive Capacity Planning
- (i) Where a route is used for the conveyance of traffic between the parties and either party detects the agreed grade of service is not being met because of non-transient causes or identifies a trend that shall lead to such grade of

service not being met in the current or next forecasting period, the Access Seeker shall order Interconnection Link augmentation such that the problem or potential problem is alleviated.

- (o) Link Direction
 - (i) Except where the parties otherwise agree, all Interconnect Links shall be unidirectional links.

C Transport Links

- (a) Point of Interconnection (POI)
 - (i) Interconnection between switches
 - (1) For Mid-Span Meet using fibre cable the POI shall be a notional point in the optical cable located at point on the public highway or on private premises agreed by the parties.
 - (2) Where Mid-Span Meet using radio is used the POI is a theoretic point on the radio path midway between the two dishes at each end of the radio link.
 - (3) Where Collocation is used it shall be at a digital distribution frame provided by the Access Seeker as part of their collocated installation. If agreed by the parties it may be at an optical distribution frame provided by the Access Seeker as part of their collocated equipment. The final connection to the NSP switch shall be done by the NSP.
 - (ii) Cross connection to International Submarine Cables
 - (1) Where Collocation is to be used for the POI it shall be at an optical distribution frame provided by the Access Seeker as part of their collocated installation. The final connection from the POI to the International Submarine Cable shall be undertaken by the NSP or its authorised agents.
- (b) Collocation Processes
 - (i) For the purposes of the Interconnection Agreement the party providing the Collocation Service (the Collocation Provider) may have regard to the following when assessing the availability of Collocation space at a Collocation Site:
 - (1) the reasonably anticipated requirements in the next five (5) years for space at the Collocation Site for the provision to itself and other users, including any turn round space required as part of its Network modernisation plans;

- (2) the reasonably anticipated requirements in the next two (2) years for space at the Collocation Site for operational and maintenance purposes;
 - (3) Other Collocation Users requirements (including those for operation and maintenance purposes) which have been ordered but not yet delivered or which have been provided;
 - (4) security and confidentiality requirements imposed by Governmental Agencies;
 - (5) where the Collocation Provider has plans to, or otherwise proposes to, decommission the Collocation Site.
- (ii) The Collocation User shall request the space required at each Collocation Site. The maximum available floor space will be determined on a site-by-site basis dependent upon the type of equipment to be installed and the results of a physical survey at that site.
 - (iii) The Collocation Site will provide space for the installation of standard equipment racks. All installed equipment shall comply with current standards and regulations.
 - (iv) The Collocation User has no rights to assign in whole or in part the license in respect of the Collocation space or to sub-let the Collocation space at the Collocation Site.
 - (v) It should be noted that the availability of the Collocation Service at any site is not guaranteed and will be subject to a physical survey.
- (c) Request for Service Processes
 - (d) This **Section 4.10 C (c)** applies to all requests for the Collocation Service. For the avoidance of doubt this also includes requests for additional Collocation Services as well as replacement, modification and rearrangement of existing collocated equipment.
 - (e) The party requesting collocation (the Collocation User) shall notify the other party of its request for the use of the Collocation Service by means of the request form set out in **Annex A** at **Section 5** to the Interconnection Agreement if it wishes to use the Collocation Service.
 - (f) The Collocation Provider shall acknowledge, in writing to the Collocation User's nominated representative.
 - (g) Following receipt of a request under **Section 4.10 C (c)** the Collocation Provider shall assess that request and notify the Collocation User within ten (10) Working Days of acknowledgement that either:

- (i) the request has been provisionally accepted, on a non-binding basis subject to the satisfactory completion of a Collocation Site survey which shall be completed within a further thirty (30) Working Days;
 - (ii) where building work is required, carry out a detailed survey and produce a work schedule and bill of quantities with costs;
 - (iii) agree planned work schedule and costs with the Collocation User;
 - (iv) accept the order for Collocation Service;
 - (v) confirm acceptance of any out-turn costs by the Collocation User;
 - vi) confirm acceptance of the collocation facility by the Collocation User.
- (h) If the request has been rejected the Collocation Provider shall provide the reasons for such rejection to the party requesting the Collocation Service. The Collocation Provider may reject a Collocation request if any of the following applies:
- (i) the data contained in the request form for the Collocation Service is incomplete; or
 - (ii) there is no available space at the Collocation Site as determined in accordance with **Section 4.10 C (a) (ii)** of the Interconnection Agreement and the work required to create such space can be demonstrated to be practically and/or economically unviable or;
 - (iii) acceptance of the Collocation request will give rise to significant health, safety, technical or engineering issues.
- (i) The Collocation Provider shall recover its reasonable cost of processing the request for the Collocation Service irrespective of the outcome of the Collocation request.
- (j) Collocation space once available for occupation shall be utilised within six (6) months of handover. In cases where Collocation space which has been provided but is unused by the Collocation User, the Collocation Provider reserves the right to reclaim the unused collocation space and allocate this space for other uses.
- (k) Implementation
- (i) Once the order for the Collocation Services has been accepted by both parties, they shall agree a plan for the implementation of the accommodation. This plan shall be completed in a timely manner having due regard to any building work that needs to be completed before the Collocation Site can be occupied.

4.11 Operations Processes

A Network Traffic Management

- (a) In the event of unexpected traffic affecting the Interconnection of the parties Network, the parties shall cooperate in the management of demand in their respective Networks to limit this impact on the Interconnection Links and each other's Networks. This activity may be pre-planned by the parties if there is an expectation that temporary traffic events are planned or likely to occur.

B Traffic and Quality of Service Measurement

C Interconnection Maintenance Processes

- (a) General Principles

- (i) The parties as part of the negotiation of the Interconnection Agreement shall agree and document as part of the Interconnection Agreement a simple manual for the handling of Faults. A typical example of such a simple manual is shown in **Annex B** to this NSP RIO. The Interconnection Agreement shall include but may not be limited to the following:

- (1) the 24hr/365 days per year contact numbers for reporting and managing Faults;
- (2) a system for jointly recording Faults, including a common numbering system and time recording methodology;
- (3) a system for joint testing to verify the Faults and decide which Network the Fault lies in;
- (4) a classification system for urgent and non-urgent Fault;
- (5) target repair times for urgent and non-urgent Faults;
- (6) a system for agreeing and recording Fault clearances;
- (7) a system for escalation within each party's management structure for Faults that are not cleared within the target time scales.

D Planned Engineering Works

- (a) It is necessary for all parties to conduct engineering work to their networks to implement necessary changes, upgrades or conduct off line tests. Although many of these changes shall have little or no bearing on Interconnection Services there are occasions where such engineering work shall have an impact including periods when Calls could be lost. It is essential that a party informs all parties who may be affected by the extent of the planned engineering work.
- (b) If a party intends to undertake planned maintenance that may affect the other party's Network or any Interconnection Service, that party shall:

- (i) provide at least ten (10) Working Days' notice of the planned maintenance;
 - (ii) use its reasonable endeavours to minimise any disruption to the conveyance of Calls which cross or are to cross both parties' Networks, and which are caused by the maintenance or re-routing;
 - (iii) where practicable and agreed by the parties, provide alternative routing or carriage at no additional cost to the other party.
- (c) A party intending to conduct any planned engineering work on its Network shall inform the other party of the extent and nature of the work as soon as possible. The following information is required:
- (i) the originator's name, address, telephone and facsimile numbers;
 - (ii) date of notification;
 - (iii) Interconnect or other equipment affected;
 - (iv) Interconnect route affected;
 - (v) nature of the outage expected;
 - (vi) date, time and duration of the planned work (assuring that a low traffic time is proposed);
 - (vii) any other information which could add value to the advice of interruption.
- (d) On receipt of this notice the receiving party shall within two (2) Working Days of receipt, advise if the proposal is unacceptable and propose an alternative time.
- (e) In proposing a time for conducting the work and a service outage full regard shall be given to the minimum disruption to traffic. This could mean that the work causing the outage shall need to be conducted out of normal working hours and potentially in the middle of the night. Each party shall undertake planned maintenance within windows of time agreed with the other party, and where the windows of time for such planned maintenance have the least effect on End Users.

E Emergency Planned Engineering Work

- (a) If a party needs to undertake emergency maintenance that may significantly affect the other party's Network or the provision of an Interconnection Service that party shall, if it is reasonably able to do so:
 - (i) provide at least one (1) Days' notice of the maintenance;

- (ii) use its reasonable endeavours to minimise any disruption to the conveyance of Calls which cross or are to cross both parties' Networks, and which are caused by the maintenance or re-routing;
- (iii) where practicable and agreed by the parties, provide alternative routing or conveyance at no additional cost to the other party.

4.12 Site Access Procedures

A Access to the Collocation Site areas shall be restricted to authorized personnel of the party using the Collocation Service (the Collocation User) and/or their authorized nominated contractors for whom they shall assume full responsibility. Details of the processes for the identification of Authorised Personnel shall be agreed as part of the Interconnection Agreement.

B The Collocation Provider shall reserve the right of access to the Collocation Site at any time in order to carry out planned and reactive maintenance of the building fabric, power and ancillary service systems. Where this is a planned activity the Collocation Provider shall give the Collocation User at least five (5) Working Days' notice of such activity. Where access is reactive the Collocation Provider shall advise the Collocation User by telephone as soon as possible after the need for access becomes apparent.

C System Protection and Safety

(a) Prevention of Harm and Injury

- (i) Each party shall take reasonable measures to ensure its staff, employees, contractors and agents do not cause physical harm or injury to the other party's Network or personnel.

(b) Interference and Obstruction

- (i) Neither party shall do anything, or knowingly permit any third person to do anything, in relation to a Network facilities, Network services or equipment which:

(1) causes interference; or

(2) materially obstructs, interrupts or impedes the continuous use or operation of the Network facilities, Network services or equipment of the other party.

(c) Notice of Interference and Rectification

- (i) If one party notifies the other party that the other party's Network facilities, Network services or equipment is causing interference to the notifying party's facilities, Network services or equipment:

- (1) the other party shall rectify the situation so that no interference is caused within twenty four (24) hours of receiving notice from the notifying party; or
- (2) if the other party is not able to locate the source of the interference within twenty four (24) hours the other party shall promptly notify the notifying party, and both parties shall meet within twenty four (24) hours of such notice being received and jointly examine each other's Network facilities, Network services or equipment to locate the source of the interference.

D The parties acknowledge that in the event of a natural disaster which results in large scale destruction of one or both parties' Networks it is in both parties' interest to co-operate to restore a level of service to emergency service providers and other rescue services in the destruction area.

- (a) At the request of a party (the first party), the other party shall meet with the first party and discuss and use reasonable endeavours to develop and agree on a disaster continuance plan, covering joint co-operation for the restoration of a level of service to emergency service providers and other rescue services in the destruction area.

E Services in the Event of an Emergency

- (a) In the event that:
 - (i) One of the parties is unable to provide a substantial part of the Interconnection Service; and
 - (ii) the party with such inability in this **Section 4.12 E** called the Affected Party) and such inability has been caused by an act of God or other natural disaster which has given rise to the declaration of a state of national or regional civil defence emergency, then the Access Seeker (in the case where the Affected Party is the NSP) and the NSP (in the case where the Affected Party is the Access Seeker), shall use reasonable endeavours to assist the Affected Party in providing temporary services to enable the Affected Party to provide services to its End Users, any such assistance to be on terms and conditions and charges to be agreed between the parties. Nothing in this **Section 4.12 E** shall oblige the Access Seeker or the NSP (as the case may be) (the Assisting Party) to assist the Affected Party where the assistance would diminish the Assisting Party's normal level of service to its End Users or where terms and conditions and charges have not been agreed.

4.13 Commercial Aspects

A Charging and Payments

- (a) The Interconnection Agreement shall contain a detailed procedure in relation to charging and payment for Interconnection Services provided under the Interconnection Agreement.

B Charging Principles

- (a) The charges payable by the NSP to the Access Seeker and by the Access Seeker to the NSP for their respective services provided under the Interconnection Agreement shall be as set out in the Interconnection Agreement.
- (b) Except as otherwise specifically provided in the Interconnection Agreement, the NSP and the Access Seeker shall arrange for all charging of and setting charges for its own End Users.
- (c) Where the Interconnection Agreement specifies a charge to apply to an Interconnection Service, no reduction, rebate, saving, bonus or discount of any kind, including, without limitation, any call promotion offers or plans shall apply, unless expressly provided otherwise in the Interconnection Agreement.

C Value Added Tax (VAT)

- (a) All charges set out in the Interconnection Agreement shall be exclusive of VAT and, to the extent that charges are payable under the Interconnection Agreement by the parties, the VAT on such charges will be invoiced to and payable by the parties in accordance with the applicable VAT legislation in Vanuatu.
- (b) Each party shall provide the other party in accordance with the applicable VAT legislation in Vanuatu by no later than the last day of a calendar month, a tax invoice for:
 - (i) regularly billed charges; and
 - (i) any one-off charges.
- (c) Each of these tax invoices is to cover charges for the period to at least the twentieth day of the month in which the tax invoice is rendered in order that the Due Date of that tax invoice falls in the following month.

D Payment of Charges

- (a) The quality of billing of services under the Agreement by the Invoicing Party shall be to a standard which is comparable to the quality of the billing provided by the Invoicing Party to its major customers and other Licensees in respect of comparable services. Without limiting the foregoing, all charges and costs payable by the Paying Party, when invoiced to the Paying Party, shall include reasonable information that is sufficient to enable the Paying Party to check the accuracy of the amount charged.
- (b) Each party is to co-operate with the other on billing and invoicing matters, including:
 - (i) the information to be provided to each other with respect to an invoice;
 - (ii) the methods by which that information is provided; and

- (iii) the need to meet from time to time to resolve billing disputes.

E Due Date

- (a) Subject to any bona fide claims of Manifest Error, all amounts invoiced by the Invoicing Party to the Paying Party under the Interconnection Agreement shall be due and payable on or before the Due Date of the relevant invoice.

F Payment

- (a) All charges and other amounts payable by the Paying Party under the Interconnection Agreement (including any amount which the Paying Party disputes or intends to dispute pursuant to a Billing Dispute) shall be paid by the Paying Party to the Invoicing Party, at the place or to a bank account nominated from time to time by the Invoicing Party, all payments to be in Vatu and (except to the extent required by the Act) free of any deductions, set off or withholding on account of any amount.
- (b) No payments may be made under the Interconnection Agreement by credit card or debit card.
- (c) Acknowledging that the interests of the parties and their respective End Users require that:
 - (i) as far as reasonably practicable, Interconnection Services under the Interconnection Agreement be continuously available, and when in use, continuous and Fault-free; and
 - (ii) subject to any bona fide claims of Manifest Error, payments for such services be made without deduction, set off or withholding on account of any amount;
 - (iii) the parties shall agree that, in the event of any dispute about the validity or enforceability of the Interconnection Agreement or of its implementation (in whole or in part), each party shall continue to perform its obligations in accordance with the terms of the Interconnection Agreement until a court of competent jurisdiction (or the arbitrator of an arbitration or the TRR) lawfully determines that the Interconnection Agreement or its implementation (in whole or in part), is invalid or unenforceable.

G Manifest Error in Invoice

- (a) If the Paying Party:
 - (i) believes on reasonable grounds that there is a Manifest Error in an invoice provided by the Invoicing Party which has resulted in the Invoicing Party overcharging the Paying Party in that invoice; and

- (ii) has on or before the Due Date, served on the Invoicing Party a notice of Manifest Error, (setting out in the notice details of the relevant invoice and the reasonable grounds in support of the Paying Party's view that the Manifest Error exists),
 - (iii) then the Paying Party shall be entitled to withhold payment to the Invoicing Party of the amount by which, in the reasonable opinion of the Paying Party, the Invoicing Party may have overcharged the Paying Party in the invoice as a result of the Manifest Error. The remainder of the amounts charged in the invoice will be paid by the Paying Party on or before the Due Date in the normal manner. The amount withheld may be withheld until such time as the Invoicing Party and the Paying Party have settled between them in accordance with the disputes procedure set out in **Section 4.13 G**, whether or not there is a Manifest Error in the invoice and, if there is, the amount of it and the amount properly payable on that invoice after correcting it.
- (b) Following the giving of any notice under **Section 4.13 G**, the parties shall use reasonable endeavours to settle any claim of Manifest Error. If they do not settle any claim of Manifest Error within twenty (20) Working Days after the due date for payment of the invoice, either party may give notice referring the matter directly to an independent telecommunications accounting expert (the Expert) to be finally resolved and, unless otherwise agreed in writing:
- (i) the parties shall endeavour to appoint a single Expert. If, within five (5) Working Days of the notice under this **Section 4.13 G (e)** being given, the parties are unable to agree on a single Expert, the Expert will be appointed by the TRR;
 - (ii) the Expert shall adopt a procedure which, in the Expert's opinion, is the most simple and expeditious procedure possible in the circumstances;
 - (iii) the parties will provide the Expert with any information that the Expert reasonably requires;
 - (iv) the Expert shall use reasonable endeavours to make a decision on the claim of an Manifest Error within thirty (30) Working Days of appointment; and
 - (v) the costs of the Expert will be paid as follows:
 - (1) if the Expert decides that there is no Manifest Error or, as a result of a Manifest Error the amount of the invoice is increased after correction, then the Paying Party will pay the costs of the Expert;
 - (2) if the Expert decides that there is a Manifest Error and the amount of the invoice is reduced by five per cent (5%) or less after correction, then the Paying Party and the Invoicing Party will equally share and pay the costs of the Expert; and

- (3) if the Expert decides that there is a Manifest Error and the amount of the invoice is reduced by more than five per cent (5%) after correction, then the Invoicing Party will pay the costs of the Expert.
- (c) If it is agreed by the parties or found by the Expert that there was a Manifest Error in the invoice, then if:
 - (i) the amount by which the Paying Party was overcharged in the invoice as a result of the Manifest Error is less than the amount withheld by the Paying Party, the Paying Party shall forthwith pay to the Invoicing Party the amount of the difference, and shall pay to the Invoicing Party interest on a daily basis at the Bill Rate (as at the Due Date of the invoice) plus one per cent (1%) per annum on the amount of the difference for the period from and including the Due Date to but excluding the date of payment of the amount of the difference, such interest to be paid contemporaneously with the amount of the difference;
 - (ii) the amount by which the Paying Party was overcharged in the invoice as a result of the Manifest Error is equal to the amount withheld by the Paying Party; the Paying Party shall retain the amount withheld;
 - (iii) the amount by which the Paying Party was overcharged in the invoice as a result of the Manifest Error is greater than the amount withheld by the Paying Party, then the Invoicing Party shall forthwith refund to the Paying Party the amount of the difference and shall pay to the Paying Party interest on a daily basis at the Bill Rate (as at the date on which the overpayment was made by the Paying Party) plus one per cent (1%) per annum on that refunded amount for the period from and including the date on which the overpayment was made by the Paying Party to but excluding the date of payment of the refunded amount, such interest to be paid contemporaneously with the payment of the refunded amount.
- (d) If it is agreed by the parties or found by the Expert that there was not a Manifest Error in the relevant invoice, then the Paying Party shall forthwith pay in full the amount withheld and shall pay to the Invoicing Party interest at the Bill Rate (as at the Due Date) plus one per cent (1%) per annum for the period from and including the date of the invoice to but excluding the date of payment of the amount withheld, such interest to be paid contemporaneously with the amount withheld. Nothing in this **Section 4.13 J** shall prevent the Paying Party from claiming an amount in accordance with **Section 4.13 K**, if the Paying Party has reasonable cause to believe that the invoice contains a billing error which is not a Manifest Error.

H Settling Other Invoicing Disputes

- (a) If the Paying Party has a claim in respect of the accuracy or correctness of an invoice issued by the Invoicing Party (other than any claim in respect of a Manifest Error which has been made under **Section 4.13 G**), the Paying Party shall, no later than six (6) months after the Due Date of the invoice which it disputes, serve notice on the Invoicing Party setting out details of the relevant invoice, the disputed amount and

the grounds for the dispute together with supporting evidence. All disputes under this **Section 4.13 H** shall be bona fide disputes for which the Paying Party has reasonable cause to believe that there has been a billing error. For the avoidance of doubt, **Section 4.13 G** do not apply to any notice given under this **Section 4.13 H**, and **Section 4.13H** do not apply to any notice given under **Section 4.13 G**.

- (b) The Invoicing Party and the Paying Party will use their reasonable endeavours to settle promptly any claim of which the Invoicing Party is notified under **Section 4.13 H**. Failing resolution within forty (40) Working Days of the date of the service of the notice under **Section 4.13 H**, either party may serve notice on the other that it wishes the dispute to be arbitrated and the dispute shall be referred directly to arbitration in accordance with the Dispute Resolution Procedures, on the expiry of ten (10) Working Days from the date of service of such notice (without the need for prior negotiation). The terms of reference of such an arbitration shall be agreed between the parties but shall relate only to that claim or dispute.
- (c) If a claim under **Section 4.13 H** is resolved in favour of the Paying Party, then the Invoicing Party will forthwith refund to the Paying Party:
 - (e) the disputed amount, or so much of it as the resolution of the dispute dictates should be refunded; and
 - (f) interest on a daily basis at the Bill Rate (as at the date on which the overpayment was made by the Paying Party) plus one per cent (1%) per annum on the refunded amount referred to in **Section 4.13 H (a)** for the period from and including the date on which the overpayment was made by the Paying Party to but excluding the date of payment of the refunded amount, such interest to be paid contemporaneously with the payment of the refunded amount.

I Charges Omitted from Invoices

J Nothing in the Interconnection Agreement or in the terms of any invoice or statement shall prejudice the Invoicing Party's right to charge the Paying Party for any services or other amount due under the Interconnection Agreement, the charges or costs for which should have been included within earlier invoices or statements but which were omitted inadvertently or otherwise. This right shall be limited to a period of six (6) months from the date of the provision of the relevant service or the date any other amount was due to be paid, after which no charge or cost may be made for that service or other amount. This **Section 4.13 I** shall survive termination of the Agreement.

K Late Payment

- (a) Where:
 - (i) an amount due from the Paying Party to the Invoicing Party under the Agreement remains unpaid after the Due Date of the relevant invoice and that amount is not one to which **Sections 4.13 G, 4.13 H** or **4.13 I** applies; or

- (ii) an amount due from the Paying Party to the Invoicing Party under **Sections 4.13 G, 4.13 H or 4.13 I** remains unpaid on the sixth (6th) Working Day after the date of resolution of the dispute;
- (iii) then the Paying Party shall be liable to pay to the Invoicing Party interest on a daily basis on that amount at the Bill Rate (as at the Due Date or the date six (6) Working Days after the date of resolution of the dispute, as the case may be) plus five per cent (5%) per annum, such interest to be charged:
- (iv) in the case of interest payable in respect of amounts unpaid to which **Section 4.13 K (a)(i)** applies, from and including the Due Date of the relevant invoice to but excluding the date of payment of the amount due, such interest to be paid contemporaneously with the payment of the amount due;
- (v) in the case of interest payable in respect of amounts unpaid to which **Section 4.13 H (a)** applies, from and including the sixth Working Day after the date of resolution of a dispute, from and including the sixth (6th) Working Day after the date of resolution of the dispute to but excluding the date of payment of the amount due, such interest to be paid contemporaneously with the payment of the amount due.

L Where an amount due from the Invoicing Party to the Paying Party under **Sections 4.13 G or 4.13 H** remains unpaid on the sixth (6th) Working Day after the date of resolution of the dispute, then the Invoicing Party shall be liable to pay to the Paying Party interest on that amount at the Bill Rate (as at the date six (6) Working Days after the date of resolution of the dispute) plus five per cent (5%) per annum, such interest to be charged on a daily basis from and including the date six (6) Working Days after the date of the resolution of the dispute until, but excluding the date the amount due is paid, such interest to be paid contemporaneously with the payment of the amount due.

- (a) The Paying Party shall continue to be liable to pay for any charges incurred between the time of termination of any service of the Invoicing Party and the actual discontinuance of the service of the Invoicing Party.
- (b) The interest payable under this **Section 4.13 D** constitutes liquidated damages and the interest rate formulae set out in this **Section 4.13 D** represent a genuine estimate of the approximate loss a party may suffer as the result of non-payment after taking into account the complexity of each party's business.

M Charges and Payments

- (a) Traffic Conveyance
- (b) The charges for the Interconnection Service to be provided under this Interconnection Agreement, and which each party agrees to pay, are as follows:

Type of Interconnection Service		Chargeable rate
(a)	Fixed Call Termination	x VT per minute
(b)	Mobile Call Termination	x VT per minute
(c)	All Chargeable SMS Messages	x VT per SMS Message
(d)	Free to Caller From Fixed End Users From Mobile End Users	Payment to originating party x VT per minute x VT per minute
<p>Notes:</p> <ol style="list-style-type: none"> All charges are in Vanuatu currency. The Chargeable Fixed Call and Chargeable Mobile Call rates are amounts in Vatu per minute. The seconds for each Chargeable Call are added together for the billing period and rounded up to the next whole minute. 		

- (c) Transport Link Costs and Charges
 - (i) Interconnect Links
 - (1) Each party will bear its own costs for their part of the provision and maintenance.
 - (ii) Infrastructure Links
 - (1) These shall be charged at the current NSP Retail Price less a discount of 15%.
 - (iii) Leased Lines
 - (1) These shall be charged at the current NSP Retail Price.
- (d) Collocation

Annexes

5 ANNEX A: PROCESSES AND FACILITIES FOR COLOCATION

5.1 Order Form

Request for the Collocation Service			
Requesting Collocation User Details			
Collocation User Ref:		Request Date:	
Location details of proposed Collocation Site:			
Collocation User Proposed Ready for Service Date:			
Forecast duration of Collocation Service (if known):			
Estimated footprint of all equipment to be installed (m ²):			
Contact Details of Collocation User Representative Making the Collocation Request:			
Name:			
Job Title:			
Telephone Number:			
Facsimile Number:			
E Mail:			

Request for Collocation Service	
Collocation User's Physical and Technical Requirements	
Type, quantity, dimensions and power requirements of equipment racks / cabinets to be installed in the Collocation Site are detailed in the table below.	
Maximum total AC power load which would be required by the Collocation User's installed equipment to the Collocation Provider's AC power supply (kW).	
Maximum permissible room temperature in ° C.	
Minimum permissible room temperature in ° C.	
Relative humidity maximum (%RH).	
Relative humidity minimum (%RH).	
Maximum permissible rate of temperature change as 'degrees C per minute'	

Collocation Service – Collocation User’s Detailed Equipment Requirements										
Equipment Racking		Racking/Cabinet Dimensions (inches)			Maximum Equipped Weight (Kg)	Power AC / DC	Required Input Voltage	Maximum Power (kW)	Maximum Heat Output (W)	Method of Physical Interconnection
Type	Quantity	Width	Depth	Height						

Collocation Service – Collocation User’s Equipment Forecast Power Gradient						
Percentage of Stated Maximum Power Graduated from Brought Into Service (BIS) Date of:						
BIS + 6 Months	BIS + 12 Months	BIS +18 Months	BIS + 24 Months	BIS + 30 Months	BIS + 36 Months	BIS + 60 Months
%	%	%	%	%	%	%

Collocation Service – Summary of any Additional Requirements

Collocation Provider’s Authorisation and Response to Building Survey		
Name of Collocation User Requesting Survey:		
Location Details of Collocation Provider’s Building:		
Date and time Initial Survey Request was received:	Date:	Time:

Date response to Initial Survey required:	Date:
Contact Details of Collocation Provider's work co-ordinator:	Name: Tel: Fax: E-mail:
For Collocation Provider's Internal Use Only:	
Response Compiled By:	Name: Tel: E-mail: Date Compiled:
Summary of Planning Hours Required to Complete the Initial Survey:	Normal Hours: Overtime Hours:
Summary of Initial Survey Results	
Building Identity:	

Can a Collocation Service be provided that meets the requirements of the requesting Collocation User?	YES / NO
If so, what is the degree of difficulty rating at this site:	High Medium Low
Estimated floor area available (m ²):	
Estimated work requirement:	
Any anticipated problems:	
If not, what is the main reason that a Collocation Service cannot be provided at this site:	

Collocation Facility Offer
Name of Requesting Collocation User:

To: (PO Box and location of requesting Collocation User)			
Location of Building where Collocation Service has been requested: (Floor Plan to be Attached)			
Details of Collocation Service to which this offer refers:			
Available floor space offered (m ²):		Location of Floor space:	Room ID: Floor
Method of providing Collocation Service:			
Method of access for Collocation User Personnel agreed:			

Additional Relevant Information:	
Method of Equipment Entry:	

Restrictions:		Facilities for Vehicle Unloading:	
Details of Access Requirements:			

Collocation Service Offer			
Details of work required to comply with floor loading and load spreading:			
Estimated time duration from acceptance of order for Collocation Service requiring building works to commencement of installation (Working Days):			
Details of requirement for optional ancillary services:			
Potential risks and constraints that could inhibit the provision of Collocation Service:			
Activity Time Summary:			
Activity	Duration (Business Days)	Start Date	Completion Date
Works Planning and Programming			

Pre-building works			
Construction of Collocation Site			
Electric power and fittings			
Ventilation, cooling and heating			
Ancillary services Provision – Standard: Optional:			
Building access and security			

Collocation Service Offer
Acceptance of this offer will only be recognised by the submission of a completed Acceptance Form which must be returned to the Collocation Provider at the Post Office Box and location shown.
<p>To:</p> <p>.....Company</p> <p>PO Box.....</p>
<p>From:</p> <p>Requesting Collocation User's details</p>
<p>On behalf of the requesting Company listed above I formally accept the offer for Collocation Service.</p>

Name:

Position in Company:

Acceptance Dated:

Signed:.....

On Behalf of (requesting party company
name)

This acceptance form should be returned by post to
the location shown above.

SECTION B: DETAILED ISSUES TO BE NEGOTIATED IN DETAIL

General Contract Provisions

1. General

1.1 There are a number of legal contractual issues that should be considered by each Licensee and shall be included within the Interconnection Agreement. These should be adapted from international 'best practice' in line with the Act.

1.2 In general such sections covered by these provisions should be reciprocal and agreed by the parties as part of the negotiations of the Interconnection Agreement.

2. Specific Sections

2.1 Dispute Resolution Process

2.2 The Interconnection Agreement shall include a simple procedure to determine any Disputes. This shall include:

A an escalation mechanisms so that any Disputes shall in the first instance be referred to the parties' respective Chief Executive Officers for them to attempt a commercial resolution;

B a voluntary mediation mechanism whereby an independent third party mediator may be appointed by the parties to facilitate a resolution of the Dispute; and

C a binding arbitration mechanism, whereby an independent arbitrator shall be appointed and determine the Dispute.

2.3 For the avoidance of doubt, nothing in the Agreement may limit either party to exercise its lawful right to seek the intervention of the TRR in relation to disputes arising from the negotiation of new interconnection terms.

2.4 For the avoidance of doubt this shall exclude billing disputes which are covered in the Commercial Section above.

2.5 Provision of Information

A Provision of Information as defined in the mandatory provisions above should include a section in the Interconnection Agreement, stating that certain network information shall be supplied to interconnected Licensees in order to enable them to plan their Networks and Interconnection Services. However, the section should also state that this information is not to be divulged to third parties.

2.6 Duration

- A The Interconnection Agreement may have a defined fixed duration. The agreement should have periodic mutually agreed upon reviews and opportunities for renegotiation.

2.7 Review

- A There shall be a process for re-negotiation of defined issues e.g., changes in the Act or regulation. This process shall have defined timescales, e.g., minimum times for negotiation, review notices, etc. There shall also be an option to use the dispute resolution process in the Interconnection Agreement to resolve dispute.

2.8 Bank Guarantee

The Access Seeker shall provide the NSP with an unconditional bank guarantee the value and terms of which shall be agreed upon by the parties in the Interconnection Agreement. This amount shall not exceed the value of 4 (four) months actual or anticipated invoices for interconnection services, whichever is the greater.

2.9 Confidentiality & Disclosure

- A Licensees should require other Licensees to sign a confidentiality agreement to protect its information from being divulged to any other party (except for the TRR), subsidiary or partner. In particular there shall be a need for data protection in respect of End User details. However, this shall have to enable provision of information to the TRR if required.
- B Information provided in the course of operation of the Interconnection Agreement should only be used by the receiving party on a need to know basis and only used for the purposes that it was intended to be used for, e.g. the provision of additional capacity or new Handover Points.

2.10 Prevention of Fraud

- A The Interconnect Agreement shall contain sections requiring the parties to co-operate in the detection and control of fraud.

2.11 Intellectual Property Rights

- A Licensees should ensure through the Interconnection Agreement that they safeguard their Intellectual Property Rights (IPR). This shall include controlled use of its trademarks. However, there is still a need to ensure 'open' interfaces between interconnected Licensees.

2.12 Liability

Licensees need to define in the Interconnection Agreement events of liability and limits of liability (direct loss); together with any threshold below which claims shall not be made.

SECTION C: OPTIONAL PROVISIONS

1. Optional Provisions

1.1 Interconnection Services

A Traffic Conveyance Services

(a) Traffic Transit

- (i) This would include the transit of Calls from Licensee A to Licensee B by Licensee C. This could be considered an Interconnection Service but in many countries this is considered a competitive service. However, for Inbound International Calls some distant operators do not segregate traffic to small countries such as Vanuatu. There may also be commercial advantage for larger Licensees to offer an outgoing International Call Service so that with an aggregated volume they may be able to negotiate better rates for the conveyance of the delivery of the Call.

SECTION D: ADDITIONAL CONTRACTUAL PROVISIONS

1. There are a number of other contractual issues (additional provisions) that shall be considered when negotiating an Interconnection Agreement:

1.1 Force Majeure

1.2 Indemnities

1.3 Assignment of Rights and Obligations

1.4 Contract variation

1.5 Breach of contract

1.6 Suspension and Termination

A Suspension of the contract in whole or in part shall include a section requiring immediate notification to TRR

1.7 Governing Act.

Schedule B: Calculation of Collocation Charges

1. General

In accordance with the Act collocation charges are to be agreed between the parties. Failure to agree these charges will result in the matter being referred to TRR under Section 30 of the Act.

6 ANNEX B³: EXAMPLE OF NETWORK INTERCONNECTION OPERATIONAL PROCEDURES

DIGICEL'S NETWORK INTERCONNECTION OPERATIONAL PROCEDURES⁴

NETWORK INTERCONNECTION OPERATIONAL PROCEDURE 1: OPERATIONAL LIAISON

1.1 Operations Centres

The Network Interconnection Operational Procedures and obligations described in this **Schedule B** are to be administered and carried out by:

- A Access Seeker at the Access Seeker Network Operations Centre; and
- B Digicel at the Network Operations Centre,

(The *Operations Centres*).

1.2 Operational help desk

Each party is to:

- A provide the other party with an operational help desk function at all times;
- B notify the other party of the current location and contact telephone number of that operational help desk; and
- C through its operational help desk, provide to the other party:
 - (a) a reception point for logging fault reports and enquiries;
 - (b) fault progress tracking and reporting;
 - (c) Outage notice tracking; and
 - (d) direct contact, as required, between the parties' specialist operations groups.

1.3 Availability

Each party is to use reasonable endeavours to ensure that its Operations Centre is staffed between 8.00am and 5.00pm Monday to Friday with appropriate persons capable of fulfilling that party's obligations under **Clauses 1** and **2** of this Schedule. Each Party is to use reasonable endeavours to ensure that a person who is capable of fulfilling that party's obligations under **Clauses 1** and **2** of this **Schedule B** is available by telephone at all other times and that the contact details for that person are notified to the other party.

1.4 Escalation procedures

- A If any matter requiring resolution or agreement under a Network Interconnection Operational Procedure is not resolved or agreed to promptly in accordance with that Network Interconnection Operational Procedure, then it is to be referred on the basis of a peer to peer communication, to:

³ Annex B is a Digicel document that is referred to as Schedule B in the text. TRR obtained Digicel permission to attach it as Annex B to the NSP RIO and use it as a model system for fault management.

⁴ This document is merely guidance to the parties and not a template as such.

- (a) in the case of Access Seeker, Call-out person, Access Seeker Network Management Centre, or, if he or she is unavailable, Technical Support Manager – Core Network or, if he or she is unavailable, the Chief Technical Officer; and
 - (b) in the case of Digicel, Network Operations Engineer, Digicel Network Operations Centre, or, if he or she is unavailable, Chief Technical Officer Vanuatu or, if he or she is unavailable, the Chief Technical Officer Pacific.
- B Each party is to notify the other party of the current names and contact telephone numbers of its staff members holding these positions.

1.5 Notices

- A Any notice required to be served or given under this Network Interconnection Operational Procedure may be served or given at the other party's Operations Centre.
- B Notices required under this Network Interconnection Operational Procedure may be given orally. A party giving oral notice is to confirm the terms of that notice by facsimile as soon as practicable.
- C Each party is to acknowledge in writing the receipt of each written notice or confirming facsimile.
- D Each party is to provide the other party with a reference number for each notice which is given or received.

NETWORK INTERCONNECTION OPERATIONAL PROCEDURE 2: PLANNED OUTAGES

2. Application of this procedure

2.1 This Network Interconnection Operational Procedure shall apply in circumstances where a party has planned for an Outage to occur. This Network Interconnection Operational Procedure does not apply where a party exercises its right to suspend or restrict the supply of a Network Interconnection Service under **Clause 5.1.1 Clause 5.4 of Schedule A**⁵.

2.2 Obligation to notify

Each party (the *Responsible Party*) is:

A to give as much notice as practicable, preferably at least five (5) Working Days, to the other party (the *Affected Party*) of any event or circumstance which:

- (a) is planned to occur, in the Responsible Party's Network; and
- (b) will, or could reasonably be anticipated to, directly or indirectly result in an Outage.

2.3 Content of the notice

A Each notice of a potential Outage under **Clause 2.2.1** of this Schedule is to state in reasonable detail:

- (a) each event or circumstance which will, or could reasonably be anticipated to, result in the Outage;
- (b) the proposed or anticipated extent, date, time and duration of the Outage;
- (c) each Network Interconnection Service which would, or could reasonably, be affected by the Outage;
- (d) the restoration plan for each affected Network Interconnection Service (if relevant), including any necessary testing;
- (e) any proposed contingency measures or pre-plans for the Outage (if relevant); and
- (f) the contact names and telephone numbers of the Responsible Party's operational staff dealing with the Outage.

2.4 Agreement on the terms of an Outage

A If the Responsible Party gives notice of an Outage under **Clause 2.2.1** of this Schedule, then the parties are to discuss the terms of that notice to the extent, and as soon as practicable, with a view to the parties agreeing on:

- (a) the extent, date, time and duration of the Outage;
- (b) the restoration plan for each affected Network Interconnection Service (if relevant), including any necessary testing; and
- (c) any proposed contingency measures or pre-plans for the Outage (if relevant).

B If the Responsible Party gives prior notice of an Outage, and the Responsible Party can control:

⁵ Schedule A refers to a Digicel Document that is not part of the NSP RIO.

- (a) whether the Outage occurs; or
- (b) when the Outage occurs,

the Responsible Party is to the extent practicable to prevent or delay the occurrence of the Outage until the parties have agreed on the terms of the notice under **Clause 2.4.1** of this Schedule. The Affected Party is not unreasonably to withhold its agreement to those terms.

- C If any of the terms agreed on by the parties under this **Clause 2.4** of this Schedule differ from the terms of the Outage notice, the Responsible Party is to give the Affected Party, as soon as practicable, a revised Outage notice which reflects the parties' agreement.

2.5 Liaison

- A The Responsible Party is to liaise with the Affected Party on a continuous basis at least at every thirty (30) minutes interval during the Outage to enable the Affected Party to familiarise itself fully with the matters contained in an Outage notice.
- B The Responsible Party is to provide any additional information reasonably requested by the Affected Party in relation to an Outage.

2.6 Obligations of the Responsible Party

If an Outage occurs, the Responsible Party is:

- A to comply with the terms of the notice that have been agreed to by the parties under **Clause 2.4** of this Schedule; or
- B if the terms of the notice have not been agreed by the parties under **Clause 2.4** of this Schedule, to treat the restoration of each affected Network Interconnection Service as urgent.

2.7 Changes to Outage notice:

- A If at any stage during the Network Interconnection Service restoration process the Responsible Party considers, on reasonable grounds, that:
 - (a) the duration of the Outage will exceed, or has exceeded, the period specified in the notice; or
 - (b) any other term of the notice is no longer appropriate or applicable, then, to the extent practicable:
 - (c) the Responsible Party is immediately to notify the Affected Party; and
 - (d) the Responsible Party is as soon as practicable to give the Affected Party a revised notice for the Outage.
- B As soon as practicable after the Responsible Party has notified the Affected Party under this **Clause 2.7**, the parties are to review jointly the need to revise, or implement, any contingency measures.

2.8 Minimisation of Outages

The parties recognise the desirability of working together to minimise the occurrence of any Outage.

2.9 Monthly reconciliation

Promptly after the end of each month, each party is to notify the Liaison Committee of each planned Outage (whether experienced as the Responsible Party or the Affected Party) that occurred in that month.

NETWORK INTERCONNECTION OPERATIONAL PROCEDURE 3: UNPLANNED OUTAGES

3.1 Application of this procedure

This Network Interconnection Operational Procedure shall apply to unplanned Outages, except in circumstances where any such Outage occurs as a result of Force Majeure.

3.2 Obligation to notify

Each party (the *Responsible Party*) is:

- A to give as much notice as practicable to the other party (the *Affected Party*) of any event or circumstance which:
 - (a) has occurred, or could reasonably occur, in the Responsible Party's Network; and
 - (b) will, or could reasonably be anticipated to, directly or indirectly result in an Outage; or
- B if it is not practicable to give prior notice of the Outage, to use its reasonable endeavours to notify the Affected Party within fifteen (15) minutes of becoming aware of the Outage.

3.3 Content of the notice

- A Each notice of a potential Outage under **Clause 3.2.1** of this Schedule is to state in reasonable detail:
 - (a) each event or circumstance which will, or could reasonably be anticipated to, result in the Outage;
 - (b) the anticipated extent, date, time and duration of the Outage;
 - (c) each Network Interconnection Service which would, or could reasonably, be affected by the Outage;
 - (d) the restoration plan for each affected Network Interconnection Service (if relevant), including any necessary testing;
 - (e) any proposed contingency measures or pre-plans for the Outage (if relevant); and
 - (f) the contact names and telephone numbers of the Responsible Party's operational staff dealing with the Outage.
- B Each notice of the occurrence of an Outage under **Clause 3.2.2** of this Schedule is to state in reasonable detail:
 - (a) each event or circumstance which caused or contributed to the Outage;
 - (b) the likely duration of the Outage;
 - (c) the extent to which each affected Network Interconnection Service has failed;
 - (d) the restoration plan for each affected Network Interconnection Service (if relevant), including any necessary testing;
 - (e) any proposed contingency measures or pre-plans which will apply to the Outage (if relevant); and
 - (f) the contact names and telephone numbers of the Responsible Party's operational staff dealing with the Outage.

3.4 Agreement on the terms of an Outage

- A If the Responsible Party gives notice of an Outage under **Clause 3.2.1** of this Schedule, then the parties are to discuss the terms of that notice to the extent, and as soon as, practicable, with a view to the parties agreeing on:
- (a) the extent, date, time and duration of the Outage;
 - (b) the restoration plan for each affected Network Interconnection Service (if relevant), including any necessary testing; and
 - (c) any proposed contingency measures or pre-plans for the Outage (if relevant).
- B If the Responsible Party gives prior notice of an Outage, and the Responsible Party can control:
- (a) whether the Outage occurs; or
 - (b) when the Outage occurs,
- the Responsible Party is to the extent practicable to prevent or delay the occurrence of the Outage until the parties have agreed on the terms of the notice under **Clause 3.4.1** of this Schedule. The Affected Party is not unreasonably to withhold its agreement to those terms.
- C If the Responsible Party gives notice of an Outage under **Clause 3.2.2** of this Schedule, then the parties are to discuss the terms of that notice as soon as practicable, with a view to the parties agreeing on, if relevant:
- (a) the restoration plan for each affected Network Interconnection Service, including any necessary testing; and
 - (b) the proposed contingency measures or pre-plans for the Outage.
- D If any of the terms agreed on by the parties under this **Clause 3.4** of this Schedule differ from the terms of the Outage notice, the Responsible Party is to give the Affected Party, as soon as practicable, a revised Outage notice which reflects the parties' agreement.

3.5 Liaison

- A The Responsible Party is to liaise with the Affected Party on a continuous basis at least at every thirty (30) minutes interval during the Outage to enable the Affected Party to familiarise itself fully with the matters contained in an Outage notice.
- B The Responsible Party is to provide any additional information reasonably requested by the Affected Party in relation to an Outage.

3.6 Obligations of the Responsible Party

- If an Outage occurs, the Responsible Party is:
- A to comply with the terms of the notice that have been agreed to by the parties under **Clause 3.4** of this Schedule; or
 - B if the terms of the notice have not been agreed by the parties under **Clause 3.4** of this Schedule, to treat the restoration of each affected Network Interconnection Service as urgent.

3.7 Changes to Outage notice:

- A If at any stage during the Network Interconnection Service restoration process the Responsible Party considers, on reasonable grounds, that:
- (a) the duration of the Outage will exceed, or has exceeded, the period specified in the notice; or

(b) any other term of the notice is no longer appropriate or applicable, then, to the extent practicable:

- (a) the Responsible Party is immediately to notify the Affected Party; and
- (b) the Responsible Party is as soon as practicable to give the Affected Party a revised notice for the Outage.

B As soon as practicable after the Responsible Party has notified the Affected Party under this **Clause 3.7**, the parties are to review jointly the need to revise, or implement, any contingency measures.

3.8 Minimisation of Outages

The parties recognise the desirability of working together to minimise the extent and impact of any unplanned Outage.

3.9 Restoration

A In the case of an Outage under **Clause 3.2.2** of this Schedule, the Responsible Party is to notify the Affected Party, as soon as practicable, of the restoration of each affected Network Interconnection Service, stating:

- (a) the time and date of the restoration of that Network Interconnection Service;
- (b) whether that Network Interconnection Service is being provided by way of contingency measures or permanent repair;
- (c) the reason for the failure of that Network Interconnection Service (if not previously notified); and
- (d) if the Network Interconnection Service is restored by way of contingency measures, whether or not further Network Interconnection Service failures arising from the permanent-repair process are anticipated.

B If restoration of a Network Interconnection Service takes place progressively over a period of hours or days, then the Responsible Party is to give the Affected Party notice of each significant intermediate restoration increment.

3.10 Monthly reconciliation

Promptly after the end of each month, each party is to notify the Liaison Committee of each unplanned Outage (whether experienced as the Responsible Party or the Affected Party) that occurred in that month.

NETWORK INTERCONNECTION OPERATIONAL PROCEDURE 4: OPERATIONAL TESTING

4.1 Continuity of service

Each party is to execute operational testing in accordance with its standard procedures:

- A to identify any fault or other event or circumstance in the other party's Network which has caused or could cause an Outage; and
- B to confirm, as far as reasonably practicable, that each Network Interconnection Service supplied by that party is continuously available and fault free.

4.2 Defined testing procedures

If the terms of provision of any Network Interconnection Service include a procedure for the testing and commissioning of that Network Interconnection Service, or other specific testing procedure, the parties are to carry out that procedure.

4.3 Flood-call testing

Neither party may undertake flood-call testing without obtaining the prior written consent of the other party. The other party is not to withhold consent unreasonably.

4.4 Joint testing

A If:

- (a) joint testing is required under this Agreement (including, for the avoidance of doubt, a requirement for compliance testing under **Clause xxx**⁶ of **Schedule A**); or
- (b) a party considers, on reasonable grounds, that joint testing is required;

that party shall give written notice to the other party stating, in reasonable detail the reason for, and purpose of, the testing, and its proposals for:

- (c) the date, time and expected duration of the testing;
- (d) the locations where the testing is to be carried out;
- (e) which party is responsible for what part of the testing;
- (f) the Network elements to be tested;
- (g) any Network configuration changes required to facilitate the testing; and
- (h) which party is responsible for collating the results of the testing.

B The parties are then to discuss the notice as soon as practicable (preferably within 2 Working Days), in order to agree:

- (a) whether, in the case where joint testing is not required, joint testing is necessary; and
- (b) if so, or if joint testing is required, the details of the joint testing (including any agreed charges).

C The parties shall execute joint testing in accordance with any agreed arrangements.

4.5 Co-operation and assistance

A Each party will, on request by the other party, use its reasonable endeavours:

⁶ Schedule A is a Digicel Document that is not part of the NSP RIO.

- (a) to liaise with;
- (b) to co-operate with; and
- (c) to assist,

the other party, when the other party is undertaking testing.

- B Each party, when undertaking testing, is to use its reasonable endeavours to minimise any adverse effect on the other party.

4.6 Quality control

Each party is to use its reasonable endeavours to ensure that those elements of testing under its control will comply with quality control procedures that are appropriate for testing in the telecommunications industry or such other standards as may be agreed between the parties.

NETWORK INTERCONNECTION OPERATIONAL PROCEDURE 5: FORECASTING

5.1 Provision of traffic forecasts

- A Access Seeker shall provide Digicel with forecasts in respect of the following:
- (a) Access Seeker Calls; and
 - (b) any other matter agreed between the parties.
- B Digicel shall provide Access Seeker with forecasts in respect of the following:
- (a) Digicel Calls; and
 - (b) any other matter agreed between the parties.

5.2 Content of traffic forecasts

The exact content of traffic forecasts will depend on the requirements of the relevant Network Interconnection Service and any specific requirements set out in relation to that Network Interconnection Service, but in general will cover:

- A forecasts for each Hand-over Point, covering the forecasting party's existing Call routes, and any changes to Call routing envisaged by that party during the forecast period, including:
- (a) peak calling times, busy-hour traffic volume and number of call attempts on routes; and
 - (b) traffic in Erlangs and number of traffic circuits required for the total traffic volume forecast in each direction, based on the switching architecture and design grade of the service agreed by both parties and a GOS of 0.1% for trunk routes; and
- B forecasts for each Hand-over Point, covering CCITT No. 7 signalling, including:
- (a) call related signalling, measured in message signalling units (MSUs) and octets per second, for each set of signalling links; and
 - (b) non-call related signalling, measured in message signalling units (MSUs) and octets per second, for each set of signalling links; and
 - (c) the number of sets of signalling links required, including the number of signalling circuits in each set of signalling links requested by the forecasting party.

5.3 Interconnect Link forecasts

- A Within one month of receipt of the call traffic forecasts described in **Clause 5.1** of this Schedule (the *traffic forecasts*) the parties shall meet to discuss, with a view to forecasting, future requirements for Interconnect Links (including routing arrangements) appropriate to carry the traffic contemplated by the traffic forecasts.
- B In making the forecasts the parties shall have regard to the need to ensure that each party is able to meet its obligations for all Network Interconnection Services provided under the Agreement.
- C The forecasts may include, without limitation, forecasts of:
- (a) increases in the number of Interconnect Links;
 - (b) the decommissioning of Interconnect Links;
 - (c) the redistribution of call traffic over different routes.

5.4 Forecast period

- A Forecasts described in **Clauses 5.1** and **5.3** of this Schedule shall be supplied six (6) monthly during the term of this Agreement, or as reasonably requested by either party, and shall cover:
- (a) the six month period commencing on, in the case of the first six (6) monthly forecasts, the Commencement Date or, for any subsequent six (6) monthly forecasts, the date six months after the date of the last forecast or, for any other forecasts reasonably requested by either party, the date of the forecasts; and
 - (b) (as far as possible) each of the succeeding twelve (12) months.
- B Each six (6) monthly forecast shall specifically give the forecast for the December covered by the forecast, or the forecast for the month in the forecast period with the highest volume, if that month is not December (or if the forecast period does not include a December).

5.5 Response

A party that receives a forecast is, within fourteen (14) Working Days of receipt of the forecast, to indicate to the other party any variations to the forecast which it reasonably considers to be appropriate, based on its own traffic studies and experience. Any differences in forecasts shall be discussed and the parties shall use all reasonable efforts to resolve any differences through the Liaison Committee.

5.6 Forecast updates

- A Each party shall promptly notify the other party of any material changes to forecasts supplied that occur at any time during a forecast period.
- B In particular should either party become aware of any event or circumstance which is likely to cause interconnect traffic on any designated route to rise:
- (a) on a short-term or long-term basis; or
 - (b) during periods outside the designated “busy hour”;

beyond the level previously forecast for busy-hour traffic in the most recent forecast to the other party, then that party is promptly to notify the other party of the circumstances and likely extent of the increase.

NETWORK INTERCONNECTION OPERATIONAL PROCEDURE 6: ACCESS AND SAFETY

6.1 Request for access

- A Subject to **Clause 6.1.2** of this Schedule, where either party (in **Clauses 6.1.1, 6.1.2** and **6.1.3**, *the first* party) is entitled to access to the other party's premises under this Agreement:
- (a) the first party is to give the other party at least twenty four (24) hours' notice of access, stating:
 - (i) the name of the relevant authorised officer, employee, contractor or agent who is to have access; and
 - (ii) the anticipated date and time of access; and
 - (b) the other party is to provide access at all reasonable hours in accordance with the notice.
- B If the first party, on reasonable grounds, requires urgent access to the other party's premises to fulfil its obligations under this Agreement:
- (a) the first party is to give as much notice as practicable to the other party, stating:
 - (i) the name of the relevant authorised officer, employee, contractor or agent who is to have access; and
 - (ii) the anticipated date and time of access; and
 - (b) the other party is to use its reasonable endeavours to ensure access is provided at all times, as required.
- C The appointment by the first party of its authorised officer, employee, contractor or agent under **Clause 6.1.1(a)** or **Clause 6.1.2(a)** of this Schedule shall be evidenced by a means of identification which shall be agreed between the parties.

6.2 Consents

Each party is, at its own expense, to obtain each consent required from any third party in respect of access to, and use of, its premises, services and facilities by the other party in accordance with this Agreement.

6.3 Restricted access

Each party may restrict or impose conditions on access to its premises, services and facilities if it considers, on reasonable grounds, that such restriction or condition is necessary:

- A to safeguard the integrity and operation of its Network;
- B to protect against any security risk to its business; or
- C to comply with any law.

6.4 Compliance with security procedures

- A Each party is to comply with the other party's reasonable security clearance procedures when accessing the other party's premises, equipment, services and facilities.
- B Each party is to ensure that each of its officers, employees, contractors or agents accessing the other party's premises also complies with those reasonable security clearance procedures.

6.5 Removal without authority

- A Each party (in **Clauses 6.5.1** and **6.5.2**, *the first party*) is responsible for any equipment of the other party's Group on the first party's premises that is:
- (a) lost (other than as a result of fault on the part of the other party);
 - (b) removed without the authority of the other party; or
 - (c) destroyed or wholly or partially damaged (other than as a result of fault on the part of the other party, fair wear and tear or Force Majeure).
- B The first party is responsible for any equipment of the other party or any third party on the other party's premises that is:
- (a) removed by any of the first party's, or any member of its Group's, officers, employees, contractors or agents without the authority of the other party; or
 - (b) destroyed or wholly or partially damaged by any of those persons.
- C Where a party is responsible for equipment under this **Clause 6.5**, the party shall:
- (a) in the event of loss, removal without authority or destruction of or irreparable damage to that equipment pay to the other party within fifteen (15) Working Days of written demand the book value of the equipment (whether or not the equipment is equipment of a third party); or
 - (b) in the event of reparable damage to that equipment reimburse the other party (whether or not that equipment is equipment of a third party), within fifteen (15) Working Days of written demand, for the cost of repair of that equipment on those premises,

provided that where the equipment which has been lost, removed, destroyed or damaged is the property of a third party, and the other party suffers no direct loss, the responsible party shall not be required to make any payment under this **Clause 6.5.3**.

6.6 Alterations to premises

- A Each party (in **Clauses 6.6.1** and **6.6.2**, *the first party*) is not, without the consent in writing of the other party, to make or permit to be made any alterations to the whole or any part of its premises, equipment, services or facilities which may adversely affect the other party's equipment on those premises.
- B The other party is not to withhold consent unreasonably. However, consent may be conditional on the first party:
- (a) taking reasonable measures satisfactory to the other party to protect the equipment of the other party's Group during the course of those alterations; or
 - (b) paying any of the reasonable charges which the other party incurs in moving any of the equipment of the other party's Group as a result of those alterations.

6.7 Security Interest

- A Each of Digicel and Access Seeker acknowledge that, at any time:
- (a) certain telecommunications related equipment and software of the Digicel Group (including all goods and intangibles described or referred to in this Agreement or in the relevant records maintained by (or other relevant documents produced by) Digicel, on the basis that such record or other document is deemed to be incorporated into, and form part of, this Agreement) may be held on Access Seeker's premises; and

- (b) certain telecommunications related equipment and software of the Access Seeker Group (including all goods and intangibles described or referred to in this Agreement or in the relevant records maintained by (or other relevant documents produced by) Access Seeker, on the basis that such record or other document is deemed to be incorporated into, and form part of, this Agreement) may be held on Digicel's premises, in each case on the terms of this Agreement.
- B Each of Digicel and Access Seeker further acknowledge that:
- (a) whilst any such property of the Access Seeker Group is located on Digicel's premises it will at all times remain the property of the Access Seeker Group; and
 - (b) whilst any such property of the Digicel Group is located on Access Seeker's premises it will at all times remain the property of the Digicel Group.
- C Each of Digicel and Access Seeker agree that for the purposes of the Companies Act [CAP 191] and the Personal Property Securities Act No. 17 of 2008⁷, the situation described in **Clause 6.7.1** creates:
- (a) a security interest in favour of DIGICEL in all property described in **Clause 6.7.1(a)**; and
 - (b) a security interest in favour of Access Seeker in all property described in **Clause 6.7.1(b)**.
- D Each of Digicel and Access Seeker consent to the other party registering a charge, at its own cost, to record the security interest of that party described in **Clause 6.7.3**. Each of Digicel and Access Seeker agree to do all things reasonably necessary (including providing all relevant information) in order to allow the other party to register and maintain such a charge.
- E Each of Digicel and Access Seeker agree that it will not:
- (a) create, permit or allow to subsist in the property of the other party described in **Clause 6.7.1** any security interest that ranks equally with, or in priority to, the other party's security interest in that property; or
 - (b) transfer or dispose of, or permit the transfer or disposal of, any of the other party's security interest in that property.
- F For the avoidance of doubt, this clause does not create:
- (a) a security interest given by Access Seeker in favour of Digicel in any of the Access Seeker Group's own property; or
 - (b) a security interest given by Digicel in favour of Access Seeker in any of the Digicel Group's own property.

⁷ The relevant Vanuatu legislation will need to be considered by the parties if this clause is used in the Interconnection Agreement.

NETWORK INTERCONNECTION OPERATIONAL PROCEDURE 7: NUMBERING CHANGE NOTIFICATION

7.1 Numbering notification

Each party shall provide the other party with details of numbering changes in the first party's Network which may have an impact on the other party's Network, or the performance of the other party's obligations under this Agreement, including but not limited to:

- A full details of any number ranges which are to be activated or deactivated in the first party's Network and which relate to one or more Network Interconnection Services;
- B changes in the length or structure of numbers used in the first party's Network.

Notification under this **Clause 7.1** shall be given to the other party as early as practicable, and shall set out the date on which such changes will occur.

7.2 Number ranges used by Access Seeker

[insert number ranges]

7.3 Number ranges used by Digicel

[insert number ranges]