

**NETWORK-SERVICE LICENCE**

**[Name Type of Licence]**

**GRANTED BY THE MINISTER UNDER THE  
ELECTRONIC COMMUNICATIONS ACT No [-] OF [-]**

**TO**

**[LICENSEE]**

**FOR**

**PROVISION OF ELECTRONIC COMMUNICATION NETWORK-SERVICES**

**IN**

**[CONTRACTING MEMBER STATE]**

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THE MINISTER, in accordance with the Electronic Communications Act. No. .... of ....., and acting upon the recommendation of the Eastern Caribbean Electronic Communications Authority (ECA) after consultation with the National Electronic Communications Regulatory Commission (NTRC), hereby grants this Licence to [Name of Provider] (hereinafter referred to as the Licensee) to provide the services as specified in Annex A, attached hereto, within [Member State] as specified herein.

## PART I - LICENCE

### 1. LICENCE

The Licensee shall comply with the provisions of the Electronic Communications Act and Regulations made thereto, and with any direction, determination, order or adoption, that the act, Minister or Commission may give or make.

### 2. INTERPRETATION

2.1 In this Licence:

2.2

“**Act**” means the Electronic communications Act 200[-] and Regulations made thereunder;

“**Access Point Transceivers**” means, any station that provides connection between the Fixed Wireless Access Network and another electronic communications network.

“**Accommodation Works**” means such temporary works and structures as may be reasonably necessary to facilitate the exercise of the Rights under clauses 3.1.1 and 3.1.2.

“**Affiliate**” means, in relation to this Licensee, anybody corporate that is a subsidiary of this Licensee or if this Licensee and another body corporate are subsidiaries of the same body corporate or if each of them is controlled by the same person; and if the Licensee and another body corporate are affiliated with the same body corporate at the same time, they are affiliated with each other.

“**Aircraft Station**” means a mobile station in the aeronautical mobile service, other than a survival craft station located on board an aircraft.

“**Annual Licence Fee**” means the fee prescribed by the Act payable by the Licensee on each anniversary of the Effective Date;

“**Annex**” means one or more attachments to this Licence all of which constitute a part of and are unique to this Licence.

*“Backhaul Circuit” means a high capacity inland circuit representing the connection between a Cable Landing Point and the existing domestic infrastructure of a Electronic communications Provider in [Member State];*

**“Broadband connection”** means the broadband service, which provides speeds, which are higher than those attainable over a dial up connection.

**“Broadcasting Service”** means either sound broadcasting or television broadcasting or both and includes subscriber television services;

**“Built -Out Obligation”** means the requirements to build out the Licensed Networks as set out in [Annex D] of this Licence;

**“Cable Landing Point”** means the point at which the international submarine electronic communications cable arrives and terminates;

**“Cable Termination Station”** means the land-based part of a submarine cable system which comprises of transmission and power feed equipment and supervisory software.

**“Commission”** means the Commission established under the Electronic communications Act;

**“Control”** means in the case of a body corporate the person who directly or indirectly, except by way of security only, holds the shares of the body corporate carrying voting rights sufficient to elect a majority of the directors of the body corporate;

**“Coverage Obligations”** means the geographical coverage obligations to provide the Licensed Services according to the geographical coverage set out in [Annex C] of this Licence.

**“Customer”** means any Person who is, or who wished to be, provided with the Licensed Services by the Licensee;

**“Customer Equipment”** means the mobile telephone handset used by the Customer for the purpose of accessing the Licensed Services;

**“Conditions”** means the conditions contained in the Licence, as supplemented or amended from time to time;

**“Effective Date”** means [DATE OF LICENCE]

**“Emergency Services”** means in respect of the Licensed Area, the relevant public, police, fire and ambulance services for Grenada;

**"Facilities Shearing"** means any, apparatus or other thing that is used or capable of being used for electronic communications or for any operation directly connected iet electronic communications;

**"Financial Year"** means the accounting period of twelve (12) months commencing from the effective date of the licence and continuing form every anniversary date of the said licence;

**"Fixed Services"** means a electronic communications service that is not provided over a mobile network;

**"Government"** means the Government of the [Member State];

**"Infrastructure Sharing"** means, the joint utilization of a particular physical structure, segment, element, or feature of the entire infrastructure.

**"Interconnection Obligations"** means the obligations relating to the provision of Interconnection Services as set out in [Annex C];

**"Interconnection Service"** means services relating to the interconnection of the Licensee's Licensed Networks to the network of another Electronic communications Provider;

**"Internet"** means a global information system, consisting of high speed circuits connecting routers that transmit data in the form of Internet Protocol packets, that is logically linked together by a globally unique address, based on Internet Protocol; is able to support communications using the Transmission Control Protocol/Internet Protocol; and provides, uses or makes accessible, either publicly or privately, high level services on an Electronic communications Network;

**"Internet Access"** means the provision of access to the Internet;

**"Internet Protocol"** means a standard protocol designed for use in interconnected systems of packet-switch computer communications networks.

**"Internet Telephony Services"** means the transport of voice and data using Internet Protocol technology carried on any private electronic communications network, any public switched electronic communications network or a combination of both."

**"International Electronic communications Service"** means an electronic communications service between points in the Licensed Area and points outside the Licensed Area or with ships at sea and vessels in coastal waters;

**"Leased Circuit"** means dedicated common-carrier facilities and channel equipment used by a network to furnish exclusive private line service to a specific user or group of users.

**“Leased Networks”** means domestic and international Submarine Cable Electronic communications Network;

**“Leased Line Services”** means the provision of a part of the Licensed Networks reserved for the exclusive use of a customer without inter-exchange switching arrangements;

**“Leased Line Obligations”** means the obligations relating to the provision of Leased Line services as set out in [Annex C];

**“Leased Services”** means those Electronic communications Services detailed in [Annex B];

**“Licence”** means this Licence together with the Annexes;

**“Licensed Area”** means the territory of [Member State];

**“Licence Term”** means 15 years from the Effective Date;

**“Licensed Networks”** means those networks detailed in [Annex B];

**“Licensed Networks”** means domestic and international Submarine Cable electronic communications Networks’ (*Submarine cable definition*)

**“Licensed Services”** means those Electronic communications Services specified in Annex A;

**“Licensee”** means the holder of this Licence;

**“Market”** means a market in [Member State] and when used in relation to a electronic communications service, means a market for those electronic communications services or other services that are substitutable for, or otherwise competitive with, the first-mentioned electronic communications services;

**“Meet-Me-Room”** means a secure area, cage or room located in or in close proximity to the Cable Landing Point where licensed electronic communications providers may install interconnection equipment and apparatus for the purpose of interconnecting their network to the network of the licensee.

**“Mobile Network”** means a telecommunication network used to provide a electronic communications service that –

- (i) Permits a customer to move continuously between places (including places accessing that network through different mobile base facilities) during the provision of a single call, and
- (ii) Does not require physical contact between that network and the customer equipment;



**“Mobile Service”** means a electronic communications service provided by means of a mobile network;

**“Numbering Plan”** means the National Numbering Plan established and managed by the Commission in accordance with the Regional Plan established by ECA;

**“Number Portability”** means the facility that allows customers to keep their telephone number when they change provider in relation to both fixed and mobile services.

**“Order”** means an order issued by the Minister under the Act;

**“Quality of Service Obligation”** means the quality of service obligations as published by the Commission.

**“Regional Spectrum Management Plan”** means the spectrum plan to be developed by ECA in accordance with the Regulations;

**“Regulations”** means regulations issued by the Minister pursuant to Section [-] of the Act;

**“Renewal Fee”** means a fee payable by the Licensee to the Commission on the renewal of this Licence;

**“Seabed”** means the part of the seabed on or under which the Cable and any Accommodation Works are or are to be located and which are located within the Territorial Water;

**“Standard Customer Agreement”** means the terms and conditions on which a particular Licensed Service is provided to the Customer;

**“Submarine Cable”** means a section of the System on or under that part of the Seabed as shown by the table and map with the list of co-ordinates as referred to and attached in Annex A and shall specifically include all equipment necessary to make such System operate efficiently including, but not limited to, repeaters and passive equalizer units;

**“Submarine Cable Electronic Communications Network”** means a Electronic communications Network consisting of submarine electronic communications cables and terminating in a Cable Landing Point;

**“System”** shall refer to the Submarine (undersea) Fibre Optic Cable Electronic communications System implemented and operated by [licensee] under this licence;

**“Technical Specifications”** means the full description of the Licensed Network including the location and technical specifications of the submarine electronic communications cables and Cable Landing Points, and all related facilities, the type and

number of channels and the capacity thereof in [Member State], the landing points in other countries, the Backhaul Circuit in [Member State], and the Wet Link, as set out in [Annex A];

**“Technical Standards”** means those principles and protocols established by the Commission including those in [Annex D];

**“Terrestrial Television”** means a mode of television broadcasting which does not involve satellite transmission or cables;

**“Territorial Waters”** shall have the meaning assigned to it under section 3 of the Territorial Sea Contiguous Zone, Exclusive Economic Zone and Fisheries Zone Act No. 26 of 1981. Chapter 1:11 of the Revised Laws of [Member State];

**“Treaty”** means the Treaty that established the Eastern Caribbean Electronic communications Authority signed in St. George’s, Grenada on 4<sup>th</sup> May, 2000 and includes that Treaty as amended from time to time;

**Universal Service** includes the provision of -:

- (a) public voice telephony;
- (b) internet access;
- (c) electronic communications services to schools, hospitals and similar institutions, and the disabled and physically challenged; or
- (d) other service by which people access efficient, affordable and modern electronic communications.

**“Universal Service Obligation”** means the obligation to provide Universal Service as set out in [Part II], [Condition 3.1] of this Licence and [Annex B];

**“Wet Link”** means that portion of the submarine electronic communications cable that is submerged and the associated equipment.

2.3 Any word, phrase or expression used in this Licence shall unless the context so requires otherwise, have the same meaning as it has in the Act.

### **3. SCOPE OF LICENCE**

3.1 The scope of this licence shall be in keeping with the applications made and granted and as specified in [Annex A]

3.2 This Licence enables the Licensee to provide the services specified in [Annex B].

3.3 This Licence is non-exclusive and is not intended to convey proprietary rights.

#### **4. PRECONDITION**

- 4.1 The rights and obligations set out herein shall not take effect until the [name of applicant] pays to the [Government of the Member State], the Commission, or ECA the initial Fees and all fees payable up to the effective date of the Licence as set out in the Act.

#### **5. DURATION AND RENEWAL**

- 5.1 This Licence is granted from the Effective Date for a period of [15 years.]
- 5.2 The Minister shall renew the Licence upon request by the Licensee for an additional period determined by the Minister, upon expiration of the Licence Term provided that none of the provisions of [Section 45] of the Act would cause the Minister to refuse a request for renewal.
- 5.3 Licensee wishes to renew the Licence, the Licensee shall apply to the Minister in writing three (3) years prior to the expiry date of the Licence or at a later date if the Minister so determines.
- 5.4 On granting a renewal of the Licence, the Minister may vary the terms of the Licence if the conditions then prevailing require such variation and it is reasonable to do so.
- 5.5 The provisions of [Section 46] of the Act relating to suspension, revocation, etc. shall apply mutatis mutandis to the renewal of a Licence.
- 5.6 Renewal of the Licence shall not take effect until the Licensee has paid the Renewal Fee and any other fees owed under the Licence.

#### **6. ASSIGNMENT/TRANSFER OF LICENCE**

- 6.1 The Licensee shall not assign or otherwise transfer this Licence or any of its rights or obligations under this Licence without the prior written consent of the Minister as contained in [Section 41] of the Act.
- 6.2 The Licensee shall seek in writing, the prior written consent of the Minister to a transfer of a licence 90 days prior to the proposed assignment or transfer to a licence.
- 6.3 Transfer includes passing the licence to person whether or not that person has a business activity or has significant assets, other than the initial licensee by:
- a) giving that person control over the operation of the electronic communication service or electronic communication network.
  - b) Assignment
  - c) Sub-licensing; or
  - d) Any other means

## **7. MODIFICATION, SUSPENSION AND REVOCATION**

- 7.1 This Licence is subject to modification, revocation, suspension and variation in accordance with [Sections 40 and 46] of the Act.
- 7.2 In deciding whether to agree to an amendment proposed by the Licensee, the Minister shall give due consideration to any submissions received from the Licensee and other interested parties in relation to the proposed amendment.
- 7.3 If after one (1) year from the date of issuance of this Licence the licensee does not provide the licensed service, the licensee shall forfeit this Licence. Upon forfeiture of this Licence under this clause, there shall be no refund of any fees, bonds payments or charges whatsoever that have been paid in respect of this granting of the Licence.
- 7.4 This licence may be withdrawn, suspended or amended by the Minister by notice in writing to the licensee in the event of a default on the part of the Licensee.
- 7.5 The Minister may by notice in writing under his hand determine this licence in any of the following cases:
- 7.5.1** If the Licensee shall go into liquidation whether involuntary (save for the purpose of amalgamation or reconstruction) or compulsory or, in the case of licence assigned to a person not being a corporation if they shall become bankrupt or make and assignment to or composition with their creditors.
- 7.5.2** Save as otherwise expressly provided for herein, in case of a breach, nonobservance or nonperformance by the Licensee of any terms to be observed, complied with or performed under the provisions of the Licensee.
- 7.5.3** Provided always that a determination by the Minister for such breach, or nonobservance as is specified herein, shall not be made where the same arises out of a temporary and unavoidable breakdown or fault in the Licensee's plant equipment.
- 7.6 The determination of this Licence under any of the provisions herein contained shall not prejudice or affect the rights of Government to exercise any remedy which Government may have for, non-performance of any of the Terms and Conditions of this Licence.

## **8. SURRENDER OF LICENCE**

The Licensee may notify the Minister of its desire to surrender its licence at any time by completing the prescribed form. However such surrender of a licence shall not take effect without the prior written consent of the Minister.

## **PART II - LICENCE CONDITIONS**

### **1. LICENCE FEES AND MONIES OWED**

- 1.1 The Licensee shall pay to all fees prescribed under the Act.
- 1.2 If the Licensee owes money to the Government, NTRC or ECA, in relation to fees payable in respect of this Licence, the Licensee shall be in breach of this Licence if the Licensee fails to pay that money within ninety (90) days after receiving a written notice from the Minister, NTRC or ECA indicating that payment is due.

### **2. NETWORK BUILD OUT**

- 2.1 The Licensee shall comply with the Network Build Out and Geographical Coverage Obligations as outlined in [Annex H].

### **3. UNIVERSAL SERVICE AND ACCESS FUND**

- 3.1 The Licensee shall fulfill the Universal Service and access Obligations pursuant to Section [83] of the Act and Annex [E] of this licence.

### **4. REGISTRATION OF CUSTOMER INFORMATION**

- 4.1 The Licensee shall maintain a register containing records of its customers and their particulars, which shall be made available for inspection by the Commission. The records shall contain the following particulars of the customer:
  - (a) Name, and address of the customer;
  - (b) the number assigned to the customer; and
  - (c) Date of activation of the customer's account;
- 4.2 The Commission reserves the right to require the Licensee to record any other details as necessary in its register of customers.
- 4.3 Before recording the particulars referred to in Condition 2.2 the Licensee shall:
  - (a) require the production of the subscriber's identify card or passport;
  - (b) make and keep a photocopy of such evidence of identity
  - (c) require the production of the subscriber's proof of address
- 4.4 The records in the register shall be kept at the Licensee's premises for a period of not less than twelve (12) months from the date of termination of the Services to the customer or any other period that the Commission may require.

## **5. CONFIDENTIALITY OF CUSTOMER INFORMATION**

- 5.1 The Licensee shall ensure the privacy and confidentiality of information and business secrets obtained in the course of its business from any Customer by establishing and implementing procedures for maintaining confidentiality of such information as set out in the Act.
- 5.2 The Licensee shall respect and ensure the confidentiality of customer information except under the following circumstances:
  - 5.2.1 where sharing of subscriber information with other licensees is necessary to detect, prevent or investigate into fraud;
  - 5.2.2 where disclosure of customer information is deemed necessary by the Commission or such other relevant law enforcement or security agencies in order to carry out their respective functions or duties; and
  - 5.2.3 where use of customer information is in accordance with applicable codes of practice, guidelines and directions which the Minister after consultation with the Commission and on the recommendation of ECA makes Regulations from time to time relating to the protection and confidentiality of consumer information procedure for dispute resolution amongst other things as specified in [section 134] of the Act

## **6. CONSUMER PROTECTION**

- 6.1 The Licensee shall comply with any Regulations relating to Customer Service Agreements, consumer protection, complaints and dispute resolution made by the Minister in accordance with section [134] of the [draft EC Bill ].

## **7. LICENSEE'S OBLIGATIONS TO CUSTOMERS**

- 7.1 The Licensee shall, in accordance with the Act or Regulations issued by the Minister, take such steps as are necessary to ensure that in relation to its Licensed Services, each Customer can reasonably and reliably have access to information services to assist Customers with queries relating to the Licensed Services, including installation, fault reporting, billing and directory assistance.
- 7.2 The licensee shall meet the Quality of Service obligations set out in the regulations, by the NTRC, or the Minister.
- 7.3 The Licensee shall, no later than three (3) months after the Effective Date, establish an efficient procedure for the resolution of disputes with Customers, in accordance with the Act.
- 7.4 The Licensee shall, no later than three (3) months after the Effective Date, submit to the Commission a form of Standard Customers Agreement containing the terms and conditions for the provision of Licensed Services to Customers.

- 7.5 The Licensee shall notify all Customers of the terms and conditions of the Standard Customer Agreement in the manner specified by the Commission and shall thereafter provide Licensed Services based upon the relevant Standard Customer Agreement.
- 7.6 The Licensee may from time to time modify the Standard Customer Agreement and shall notify the Commission and customers of such modification.
- 7.7 The Standard Customer Agreement and any modifications made under Clause [7.6] shall be compliant with the Act and other applicable laws. In the event that the Standard Customer Agreement or modifications do not comply with the Act and other applicable laws, the Commission shall instruct the Licensee to make the appropriate amendments. Such amendments shall be notified to the Customer in accordance with Clause [7.6] and shall not have retroactive effect.

## **8. EMERGENCIES**

- 8.1 The Licensee shall provide access for emergency services by means of the Licensed Networks.
- 8.2 The Licensee shall ensure that its customers can access the police emergency service, the fire and ambulance services and any other national emergency services, which the Minister may from time to time designate, for the purpose of notifying such services of any emergency.
- 8.3 Where the Licensee provides access to Emergency Calls but the Service may cease to function if there is a power cut or failure or a failure of the Broadband Connection the Licensee shall:
- 8.3.1 provide its customers with clear and readily accessible information, during the Sales Process, in the Terms and Conditions of use and in any User Guide; that, although access to Emergency Calls is provided, the Service may cease to function if there is a power cut or failure, or a failure of the Broadband Connection;
  - 8.3.2 take reasonable steps to ensure that customers acknowledge in the form of a signature (or online equivalent), at the Point of Signature, that they understand that Emergency Calls will fail if there is a power cut or failure or a failure of the Broadband Connection;
  - 8.3.3 provide evidence to the Commission of the acknowledgement in paragraph 8.3.2 above, within five working days; following a written request from the Commission;
  - 8.3.4 during the sales process, give Customers the choice whether to receive (at no charge other than reasonable postage and packaging if applicable), labels which state that Emergency Calls may fail.

- 8.4 The Commission reserves the right to require the Licensee to comply with additional safety and security safeguards to enhance security measures for public and national safety.
- 8.5 In the event of hurricanes, earthquakes, floods and similar emergencies, the Minister may require the Licensee to provide free of charge to the Government or to such other institutions or Persons such Electronic communications Services as the Minister shall reasonably determine are necessary in the public interest, provided that if the emergency extends beyond thirty (30) days, the Government will compensate the Licensee for any days in excess of thirty (30) days.
- 8.6 In the event that the emergency extends beyond fifteen (15) days, the Minister may require that the services referred to in clause 2.3.1 continue to be provided free of charge to Government or such Institutions as identified by the Minister for a further fifteen (15) days.
- 8.7 The Government will compensate the Licensee for any days in excess of thirty- (30) days.

## **9. NUMBER PORTABILITY**

- 8.1 The Licensee shall at its own expense configure its network to facilitate number portability between similar networks.

## **10. QUALITY OF SERVICE**

- 10.1 The Commission reserves the right to establish minimum quality of service standards for services provided by the Licensee with which the Licensee shall comply. In accordance with section [13] of the Act.

## **11. NUMBERING AND FREQUENCY**

- 11.1 The Licensee shall comply with the provisions of the national numbering plan for the allocation of numbers among licensees, in accordance with the regional plan established by ECA.
- 11.2 Nothing in this Licence empowers the Licensee to use frequency that has not been granted in accordance with the Act.
- 11.3 The Licensee shall use the authorized frequency in accordance with the Regional Spectrum Management Plan and only for the purposes of providing the Licensed Services.

## **12. NON-DISCRIMINATION AND FAIR TRADING**



- 12.1 The Licensed Services shall be provided, by the Licensee on an arm's length commercial basis with respect to all Affiliates of the Licensee.
- 12.2 In providing the Licensed Services, the Licensee shall not discriminate as between similar types of Customers in relation to Licensed Services provided to those Customers in the Licensed Area and shall offer the Licensed Services on the same terms and conditions to similar types of Customers.
- 12.3 The Licensee shall not discriminate against any Customer using Customer Equipment, in connection with the Licensed Services, which are not sold or leased by the Licensee, provided that any such Customer Equipment is of a type approved under the Act.
- 12.4 The Licensee shall not engage in any activities, whether by act or omission, which have, or are intended to or likely to have, the effect or unfairly preventing, restricting or distorting competition in any market for the Licensed Services as specified in Regulations issued by the Minister.
- 12.5 The Licensee shall not enter into any provisions or agreement having the effect of restricting, preventing or distorting competition, such as agreements between enterprises, a concerted practice of enterprises, decisions of associations of enterprises, or howsoever formed, which has or is likely to have as its objective or effect the substantial lessening of competition in the electronic communications market.
- 12.6 Without limiting the generality of Clause 12.5, any such act or omission shall constitute: an abuse by the Licensee, either independently or with others, of a Significant market power; or entering into any contract or engaging in any concerted practice with any other party, where the effect of the conduct is, or is likely to be, a substantial lessening of competition in that or any other market.
- 12.7 For the purpose of Clause 12.6 of this Part, a Licensee may be considered as having a significant market power if the Commission has designated the Licensee as a significant market power.
- 12.8 An electronic communications provider shall be considered as a significant market power in respect of a particular electronic communications market or markets in [ECA State] in accordance with the Act.
- 12.9 A Licensee may make an application for a declaration of non-dominance in accordance with the Act.

### **13. INFORMATION REQUIREMENTS**

- 13.1 The Licensee shall provide the Minister, the Commission and ECA, with any relevant agreements (including agreements with any Affiliates of the Licensee) and such accounting, financial, costs, technical and other information (including but not limited to a complete audited financial report) reasonably required to enable the Minister, the

Commission or ECA to carry out their functions under the Act and, in the case of ECA, under the Treaty, in such manner and at the times that the Minister, the Commission and ECA may request.

#### **14. CHANGE OF CONTROL/TRANSFER OF SHARES**

- 14.1 The Licensee shall obtain the Minister's prior written consent 90 days prior to any proposed change of control of shares, merger joint venture or change in shareholding of the Licensee, by any Person, if by reason of that acquisition or change, a person acquires a significant interest in the licensee; a person who already owns or holds a significant interest increases the size of his or her interest; the licensee divest its shares.
- 14.2 Upon receipt of the request pursuant to clause [14.1] the Minister shall refer the matter to the Commission, who shall in the case of a network licence or network-service licence forward the request to ECA and in the case of a service licence the commission shall conduct an evaluation of the request.
- 14.3 In conducting an evaluation of the request ECA and the Commission shall take into account the requirements of the Act.
- 14.4 The Minister shall have the right acting on the recommendation of ECA to refer any joint venture, merger or change of control proposed to a Competition body for consideration before notifying the applicant of the outcome.

#### **15. RIGHTS OF ACCESS**

- 15.1 The Licensee shall have the rights of access that are necessary to permit the installation and maintenance of the Licensed Networks on public rights-of-way, in public buildings and other public property, and in respect of similar works necessary for the provision of the Licensed Services as specified in Section [55] of the Act.
- 15.2 In the course of constructing or maintaining any Licensed Network of the Licensee, the Licensee may, by its officers or agents duly authorised in writing and on production of the authority, cut or remove from any street, high way or land, any tree or branch or other parts of a tree, tending to interfere with, endanger, or otherwise prejudicially affect such Licensed Networks. In exercising this right, no person shall enter any land without the consent of the owner or occupier until after the expiration of fifteen days' notice in writing given to the owner or occupier or posted up conspicuously upon the property.
- 15.3 If such owner or occupier, within seven days from the service or posting up of such notice, gives written objection thereto, the Licensee may not enter upon the private land in question without first having obtained the necessary Court Order.
- 15.4 Where any condition exists which is dangerous and relates to the provision of the licensed services by the Licensee, the Licensee may immediately enter upon land and

take whatever reasonable action is necessary and expedient to establish safe conditions thereon.

- 15.5 Where the Licensee takes action under Clause 15.4 above, the Licensee must within three (3) days thereof, inform the owner or occupier of the land in question (either by service of a written notice on him or by posting up conspicuously a notice on such land) of the action taken.
- 15.6 In the exercise of any powers under this Clause, the Licensee shall cause as little inconvenience and damage to other persons as is reasonably practicable and the Licensee is liable to pay compensation to any person who suffers damage to this property in consequence of the exercise of such powers by the Licensee. For the avoidance of doubt, this Clause shall also apply to public lands, public buildings and other public property.

## **16. INTERCONNECTION AGREEMENTS**

- 16.1 The licensee shall grant or assist another licensee in making an interconnection with his or her electronic communications network.
- 16.2 The Licensee shall not enter into any interconnection agreement, unless the agreement is approved in writing by the Commission in accordance with the advice of ECA.
- 16.3 All Interconnection agreements between licensees shall be in writing and shall comply with the Act, the Regulations and the Interconnection Regulations, and shall comply with the principles of neutrality, non-discrimination, fair competition, universal coverage, equality of access and equal terms and conditions.
- 16.4 The cost of providing interconnection shall be based on cost orientation rates which are reasonable and arrived at in a transparent manner and shall be sufficiently unbundled such that the provider requesting interconnection does not have to pay for electronic communications network components that are not required for the interconnection service to be provided.

## **17. INFRASTRUCTURE AND FACILITIES SHARING**

- 17.1 The licensee shall grant or assist another licensee by sharing its infrastructure with any other licensee making an application or request for infrastructure sharing.
- 17.2 Any agreement for infrastructure sharing shall be in writing, shall not be entered into unless the infrastructure sharing agreement is approved in writing by the Commission acting in accordance with the advice of ECA.
- 17.3 The cost of an infrastructure sharing agreement, shall be based on cost –orientated rates that are reasonable and arrived at in a transparent manner having regard to economic feasibility and sufficiently unbundled such that the provider requesting infrastructure sharing does not have to pay the electronic communications network components that are not required for the sharing of infrastructure to be provided.

## **18. EQUAL AND INDIRECT ACCESS**

- 18.1 A licensee shall grant equal and indirect access to its network, service and infrastructure to another licensee.

## **19. FORCE MAJEURE**

- 19.1 Force Majeure refers to an event or accident which is beyond the control of the Licensee and includes:
- (a) acts of God, action by or against enemies of the State, riot or civil commotion;
  - (b) strikes, lock-outs and other industrial disturbances;
  - (c) wars, blockades or insurrection;
  - (d) acts of terrorism
  - (e) earthquake, hurricane, flood, fire or explosion;
  - (f) outbreak of pestilence or epidemics;
  - (g) government rationing of electricity or other wartime or emergency controls imposed by Government;
  - (h) embargoes or trade restrictions;
- 19.2 The Licensee shall not be in breach of this Licence if and to the extent that it is prevented from fulfilling its obligations by reason of Force Majeure.

## **20. COMPLIANCE**

- 20.1 The Licensee shall comply with all applicable Acts, Regulations, Directions, Orders and Recommendations, including but not limited to the Act and shall comply with the Directions, Orders and Recommendations issued by the Minister and the Commission.

GRANTED BY THE MINISTER on [-] of [-] 201[-].

.....  
Minister responsible for Electronic Communications

## **ANNEX A**

### **SCOPE OF THE LICENCE**

#### ***SCOPE OF A LICENCE FOR PUBLIC MOBILE ELECTRONIC COMMUNICATIONS NETWORK SERVICES***

1. The Licensee is authorized subject to connect the Licensed Networks to:
  - 1.1. any other Electronic communications Network operated under a licence granted by the Minister in accordance with the Act;
  - 1.2. any Electronic communications Network outside [ECA Member State];
  - 1.3. any earth-orbiting apparatus in accordance with applicable requirements; and
  - any Terminal
2. Equipment approved for connection in accordance with Section [-] of the Act.
3. The Licensee is hereby authorized to provide the Licensed Services by means of the Licensed Networks using the Authorised Frequency.
4. The Licensee is hereby authorized to establish and operate the Licensed Networks and to provide the licensed services to any Person within the Licensed Area.
5. The Licensee is authorized to sell or lease Customer Equipment to the public and provide maintenance and repair services in connection with any such Customer Equipment provided that such Customer Equipment is of type approved under Section [-] of the Act.
6. This License is non-exclusive and is not intended to convey proprietary rights.

#### ***SCOPE OF A LICENCE FOR FIXED PUBLIC ELECTRONIC COMMUNICATIONS NETWORK AND SERVICES***

1. The Licensee is authorised subject to Part III hereof to connect the Licensed Networks to:
  - 1.1 any other Electronic communications Network operated under a licence granted by the Minister in accordance with the Act;
  - 1.2 any Electronic communications Network outside [ECA Member State];
  - 1.3 any earth-orbiting apparatus in accordance with applicable requirements; and
  - 1.4 any Terminal Equipment approved for connection in accordance with Section [-] of the Act.
2. The Licensee is hereby authorised to provide the fixed Licensed Services by means of the Licensed Networks.

3. The Licensee is hereby authorised to establish and operate the Licensed Networks and to provide the Licensed Services to any person within the Licensed Area.
4. This Licence is non-exclusive and is not intended to convey proprietary rights.

### ***SCOPE OF THE LICENCE FOR INTERNET NETWORK AND SERVICES***

1. The Licensee is authorised to connect the Licensed Networks to:
  - 1.1. any other Electronic communications Network operated under a licence granted by the Minister in accordance with the Act;
  - 1.2. any Electronic communications Network outside [Member State];
  - 1.3. any earth-orbiting apparatus in accordance with applicable requirements; and
  - 1.4. any Terminal Equipment approved for connection in accordance with Section [-] of the Act.
- 1.5. The Licensee is hereby authorized to provide the Licensed Services by means of the Licensed Networks.
- 1.6. The Licensee is hereby authorized to establish and operate the Licensed Networks and to provide the Licensed Services to any person within the Licensed Area.
- 1.7. This Licence is non-exclusive and is not intended to convey proprietary rights

### ***SCOPE OF A LICENCE FOR SUBSCRIBER TELEVISION***

1. The Licensee is hereby authorized to establish and operate the Licensed Networks to provide the broadcast services to any Person within [state here the specific part of the country OR ECA Member State (hereinafter referred to as the Licensed Area)] provided that such network is in compliance with all applicable laws and regulations, and in particular the Electronic communications (Terminal Equipment) Regulations.
2. The Licensee is hereby authorised to provide the Licensed Services by means of the Licensed Network using the Authorised Frequency.
3. The Licensee is authorized to sell or lease Customer Equipment to the public and provide maintenance and repair services in connection with any such Customer Equipment provided that such Customer Equipment is of type approved under Section [-] of the Act.
4. This License is non-exclusive and is not intended to convey proprietary rights

### ***SCOPE OF A LICENCE FOR SUBMARINE CABLE LANDING***

1. The Government, grants to the Licensee the right during the License Period to:
  - 1.1 Lay, maintain and use the Cable on or under that part of the Seabed as shown by the table and map and as referred to and attached in Annex A.
  - 1.2 Enter on such part of the Seabed to lay, inspect, maintain, repair, renew and relay such Cable upon prior notification to the Licenser.
  - 1.3 Construct Accommodation Works on or under such part of the Seabed as required in executing activities enumerated in paragraph 1.1 and 1.2.
2. The Licensee is hereby authorized to connect the Licensed Networks to:
  - 2.1 any other Electronic communications Network operated under a licence granted by the Minister in accordance with the Act;
  - 2.2 any Electronic communications Network outside [ECA Member States];
  - 2.3 any Terminal Equipment approved for connection in accordance with Section [-] of the Act.
3. The Licensee is hereby authorized to provide the Licensed Services by means of the Licensed Networks.
4. The Licensee shall have the right to provide the following Licensed Services on a non-exclusive basis by means of the Licensed Networks:
  - 4.1 Interconnection Services; and
  - 4.2 Leased Line Services.
5. This Licence is non-exclusive and is not intended to convey proprietary right

### ***SCOPE OF A LICENCE FOR PUBLIC RADIO PAGING***

## **ANNEX B**

### ***LICENSED SERVICES LICENSED SERVICES (PUBLIC MOBILE)***

1. The Licensee is authorized pursuant to this Licence to provide the following services to the public:
  - (a) mobile voice telephony services;
  - (b) mobile data services;
  - (c) mobile information services;

using switched or packet technology, or any other form of transmission, or any combination thereof.
2. The Licensee is authorized pursuant to this Licence to own and operate all electronic communications facilities necessary for mobile electronic communications network or networks, provided that network is used to provide:
  - (a) mobile voice telephony services;
  - (b) mobile data services;
  - (c) mobile information services;

using switched or packet technology, or any other form of transmission, or any combination thereof.
3. For the avoidance of doubt, nothing in this Licence grants a person the rights to own or operate any electronic communications facilities used for the provision of a Fixed Service or Internet Access service that have not been granted in accordance with the Act or any other legislation.



## ***LICENSED SERVICES (FIXED PUBLIC)***

1.1 The Licensee is authorised pursuant to this Licence to provide the following electronic communications services to the public:

- (a) domestic services
- (b) international services;
- (c) electronic communications services
- (d) information services;
- (e) services using wireline technology
- (f) services using wireless technology
- (g) services provided using switched technology
- (h) services provided using packet technology
- (i) any other form of transmission

### **1.1.1 Domestic Services:**

1. Wireline Switched and Unswitched Telephone, Text, Data and Video, Services and Products:

- (a) Public Switched Telephone Service
- (b) Public Telegram Service
- (c) Telex
- (d) Private Telephone, Text, Data and Video Services
- (e) Personal Communication Services
- (f) Lightwave Services, including infrared and other systems inside and outside the visible spectrum.

2. Wireless Switched and Unswitched Telephone, Text, Data and Video, Services and Products including:

- (a) Services described under items 1 (a) through t (f) above
- (b) Radio Common Carrier
- (c) Services and products involving and/or related to the Company's masts, towers, antennae, or other attachments

3. "Customer Premises Equipment" and wiring for Telephony, Text, Data and Video Systems, Services and Products, on or off customer premises including (but not limited to):

- (a) Telecommunication wiring and connection points
- (b) Single and Multi-line Systems including (but not limited to):
  - (i) Telephone instruments
  - (ii) Answering machines
  - (iii) Key systems
  - (iv) Private Branch Exchanges (PBX)
  - (v) Telex and Telegraph Terminal Equipment

- (vi) Facsimile Terminal Equipment
  - (vii) Data Terminal Equipment (DTE) and Data Communication Equipment (DCE)
  - (viii) Videoconferencing Equipment
4. Facilities management including (but not limited to):
- (a) Data network hubs
  - (b) Data network distribution and terminal equipment
  - (c) Air-ground communication systems
5. Services for audio, text, data and video programme transmission:
- In this context, the term “transmission” relates to the transport of these signals, and is not intended to include the production of broadcast audio or to include the production of broadcast audio or television programming. However, the licensee may provide systems and services to transport or broadcast signals or programming produced by an entity appropriately authorised by the Government.
6. Voice Services
- (a) Local Exchange Carrier (Voice)
  - (b) Inter-Exchange Carrier
  - (c) Long Distance Carrier
  - (d) Facsimile (Voice/Data)
  - (e) Videophone and Videoconferencing (Voice/Data)
  - (f) Public and Private Pay stations including (but not limited to):
    - (i) Coin phones
    - (ii) Prepaid Card phones
    - (iii) Credit Card phones
    - (iv) Call Direct phones
    - (v) Public Facsimile Terminals, Data Access Systems, etc. (Voice/Data)
  - (g) Enhanced and Intelligent Network Systems and Services including (but not limited to):
    - (i) Business Group Systems and Services (including centrex)
    - (ii) “Magic Touch” Services
    - (iii) Toll-Free and Audio text Services (Voice/Data)
    - (iv) Virtual Private Networks (Voice/Data)
  - (h) Operator Services including (but not limited to):
    - (i) Directory Enquires
    - (ii) Collect and Third Party Billable Calling
    - (iii) Credit Card Calling

(iv) Operator Assistance

**1.1.2 International Services:**

1. Wireline Switched and Unswitched Telephone, Text, Data and Video Services and products:
  - (a) PTT Administration;
  - (b) Public Switched Telephone Network;
  - (c) Inter-Exchange Carrier;
  - (d) Long Distance Carrier;
  - (e) International Carrier (including Transmit Carrier);
  - (f) Public Telegram Service;
  - (g) Facsimile;
  - (h) Telex;
  - (i) Videophone and videoconferencing;
  - (j) Private telephone, Text, Data and Video Services;
  - (k) Public and Private Pay stations, for example:
    - (i) coin phones
    - (ii) prepaid card phones
    - (iii) credit card phones
    - (iv) “call direct” phones
    - (v) public facsimile terminals, data access systems, etc.
  - (l) Personal Communication systems and Services;
  - (m) Lightwave Systems and Services, including infrared and other systems inside and outside the visible spectrum.
2. Wireless Switched and Unswitched Telephone, Text, Data Video Services and Products including (but not limited to):
  - (a) services described under items 1 (a) through 1 (m) above
  - (b) systems services and products involving and/or related to the Company’s masts, towers, antennae or other attachments
3. Enhanced and Intelligent Network Systems and Services including (but not limited to):
  - (a) Toll Free and Audiotext Services
  - (b) Virtual Private Networks
4. Operator Systems and Services including (but not limited to):
  - (a) Directory Enquires
  - (b) Collect and Third Party Billable Calling
  - (c) Credit Card Calling
  - (d) Operator Assistance

5. Facilities management including (but not limited to):
  - (a) Data network hubs
  - (b) Data network distribution and terminal equipment
  - (c) Air-ground communication systems
6. Managed applications and hosting services.
7. Systems and Services for audio, data and video programme transmission:

In this context, the term “transmission” relates to the transport of these signals and is not intended to include the production of broadcast audio or television programming. However, under this Licence, the Licensee may provide systems and services to transport or broadcast signals or programming produced by an entity appropriately authorised by the Government.

- 1.2 For the avoidance of doubt, nothing in this Licence grants a person the right to establish or operate an international electronic communications network or to provide international electronic communications services that have not been granted in accordance with the Act or any other legislation.
- 1.3 For the avoidance of doubt, nothing in this Licence grants a person any rights to provide Broadcasting Services, Internet Access services or Mobile Services unless such rights have been granted under appropriate licences in accordance with the Act or any other legislation.

### **LICENSED SERVICES (INTERNET NETWORKS AND SERVICE)**

1. The Licensee is authorised pursuant to this Licence to provide to the public the following Internet services using facilities owned and operated by the Licensee or such other licensed operators:
  - (i) Provision of Internet services operating over Private Circuit, Frame Relay, ATM, PSTN & ISDN dial-up, Satellite, Digital Subscriber Line derivatives, Mobile, Fixed broad band wireless or other access technologies;
  - (ii) Provision of wholesale Internet Service such as Internet connectivity to other ISPs, provision of Virtual ISPs and peering arrangements;
  - (iii) Provision of e-Commerce services such as Web Hosting Transaction Processing and Virtual Private Networks – VPNs;

- (iv) Provision of applications such as Mail Services, News Groups, Chat Forums, IP Address Allocation and Management, Unified Messaging, and Applications Service Provision;
  - (v) Provision of security services such Authentication, Firewalls, Certificates, Encryption, Tunneling, Intrusion Detection, Virus Screening;
  - (vi) Provision of broadcast services over the Internet including audio, video and other media distribution subject to Minister approved content and schedule;
  - (vii) Provision of voice services over the Internet.
2. For the avoidance of doubt, nothing in this Licence grants a person any right to deliver the Licensed Services by means of any electronic communications facilities or electronic communications networks unless such rights have been granted under appropriate licences in accordance with the Act or any other legislation.

### **LICENSED SERVICES (SUBMARINE CABLE)**

- 1.1 The Licensee is authorised pursuant to this Licence to provide the following electronic communications services to other Licensed Operators whether:
- (i) domestic or international services;
  - (ii) transit or terminating services;
  - (iii) any-to-any services;
  - (iv) electronic communications or information services;
  - (v) services using wireline or wireless technology, or any combination thereof; and
  - (vi) services provided using packet technology, or any other form of transmission, or any combination thereof.

Licensed services include:

- (a) Voice, Text, Data, Video, and Inter-active Services, including Internet;
- (b) Lightwave Services, including infrared and other systems inside and outside the visible spectrum;
- (c) Facilities management including:
  - 1. Data network hubs;
  - 2. Voice and Data network distribution and terminal equipment including data storage and business continuity services;
  - 3. Services for audio, text, data and video programme transmission:

In this context, the term "transmission" relates to the transport of these signals, and is not intended to include the production of broadcast audio or television programming. However under this licence, the licensee may provide systems and services to transport or broadcast signals or programming produced by an entity appropriately authorized by the Government.

- 1.2 For the avoidance of doubt, nothing in this Licence grants a person the right to establish or operate an international electronic communications network or to provide international electronic communications services that have not been granted in accordance with the Act and Regulations.

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## **ANNEX C LICENSED NETWORKS**

### **LICENSED NETWORKS FOR PUBLIC MOBILE**

- 1.1 The Licensee is authorized pursuant to this Licence to establish, own and operate all electronic communications facilities necessary for mobile electronic communications network or networks, provided that network is used to provide:
- (a) mobile voice telephony services;
  - (b) mobile data services;
  - (c) mobile information services;
- including inbound and outbound roaming using switched or packet technology, or any other form of transmission, or any combination thereof.
- 1.2 The Licensee's key network elements and equipment infrastructure include the following:
- (a) Mobile Telephone Exchange and Radio Base Stations.
  - (b) National and International connectivity for the Licensed Services is provided by interconnection links to national and international telephone exchanges.
- 1.3 For the avoidance of doubt, nothing in this Licence grants a person the rights to own or operate any electronic communications facilities used for the provision of a Fixed Service or Internet Access service that have not been granted in accordance with the Act and Regulations.

### **LICENSED NETWORKS FOR FIXED PUBLIC**

- 1.1 Subject to the Transitional Provisions, the Licensee is authorised pursuant to this Licence to own and operate all electronic communications facilities necessary for a electronic communications network or networks, whether:
- (a) domestic or international;
  - (b) using wireline or wireless technology, or any combination thereof, and
  - (c) using switched or packet technology, or any other form of transmission, or any combination thereof; or
  - (d) such facilities as are used in the provision of Licensed services by the Licensee or any other person.

- 1.2 For the avoidance of doubt, nothing in this Licence grants a person the rights to own or operate a domestic Mobile Network that have not been granted in accordance with the Act and any other legislation.

## **LICENSED NETWORKS FOR INTERNET NETWORK AND SERVICES**

- 1.1 The Licensee is authorised pursuant to this licence to establish and operate all electronic communications facilities necessary for a electronic communications network or networks, whether:
- (a) Domestic or International;
  - (b) Using wireline or wireless technology or any combination thereof, and
  - (c) Using switched or packet technology, or any other form of transmission, or combination thereof; or
  - (d) Such facilities as are used in the provision of Licensed Services by the Licensee or any other person.
- 1.2 The Licensee's key network elements and equipment infrastructure may include but are not limited to:
- (i) Fixed Wireless Access (FWA) Networks whether:
    - a. Point-to-Point
    - b. Point-to-Multi-point
  - (ii) Private wireless circuits
  - (iii) Public and Private wireline circuits
  - (iv) Frame Relay facilities
  - (v) Asynchronous Transfer Mode – ATM facilities
  - (vi) Integrated Services Digital Network – ISDN facilities
  - (vii) xDSL Circuits
  - (viii) Dial-Up facilities
  - (ix) Broadband Network Access
  - (x) Mobile Network Access
  - (xi) Lightwave systems including infrared and other systems inside and outside the visible spectrum

For the avoidance of doubt the licensee is not authorised to install, deploy or operate any other network or facilities unless separately licensed to do so.

## **LICENSED NETWORKS FOR SUBSCRIBER TELEVISION**



1. The Licensee is authorized pursuant to this Licence to establish, own and operate all electronic communications facilities necessary for the transmission of Broadcast electronic communications services whether:
  - (a) using wireline or wireless technology, or any combination thereof, provided that network is used to provide broadcast television programming;
  - (b) reception for retransmission from satellite networks; or
  - (c) used in conjunction with other multi-media services
2. In this context, the term “transmission” relates to the infrastructure for the transport of signals intended for the distribution of television programming.

For the avoidance of doubt, nothing in this Licence grants a person the right to establish, own or operate any electronic communications facilities, or to provide any electronic communications service, for which a licence is required, unless that person has been granted such a licence in accordance with the Act or any other legislation.

**ANNEX D**  
**OBLIGATIONS OF LICENSEE**

**INTERCONNECTION AND LEASED LINE OBLIGATIONS**  
**FOR SUBMARINE CABLE ONLY**

**1. Interconnection Obligations**

- a) Subject to the Act, the Licensee shall provide interconnection to any licensed electronic communications operator at any technically feasible point.
- b) The Licensee shall provide for the facilities and equipment of any licensed electronic communications operator requesting interconnection.
- c) The Licensee shall provide Interconnection that is at least equal in quality provided to itself or to any other party to which the Licensee provides Interconnection.
- d) The Licensee shall provide the Interconnection using interfacing as provided for in Annex-A subject to all applicable international technical standards and regulations.

**2. Leased Line Obligations**

- a) The Licensee shall provide Leased Line facilities and circuits directly or indirectly to any licensed electronic communications operator in [Member State].
- b) The Licensee shall provide Leased Line facilities and circuits using interfacing as provided for in Annex-A subject to all applicable international technical standards and regulations.

## **BUILTOUT OBLIGATIONS FOR FIXED PUBLIC ONLY**

### **1. Build Out Obligation**

Pursuant to Condition 3 of this Licence, the Licensee shall install and bring into service a total of not less than 3000 Customer Access Lines in each calendar year until 31 December 2003 of which 60% shall be located in rural areas.

### **2. Public Payphone Obligation**

Pursuant to Condition 3 of this Licence, the Licensee shall ensure that the number of operational and permanently accessible Public Payphones per 100 inhabitants, as of 31 December of each calendar year, is not less than stipulated in the Table below:

<b>Year ending 31 December</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5 and thereafter</b>
Number of operational and permanently accessible Public Payphones per 100 inhabitants.	3.5	3.5	3.5	3.5	3.5

### **3. Leased Line Services Obligation**

The Licensee shall provide at least the following types of Leased Line Services on a non-discriminatory basis within 10 working days of being requested to provide any such Leased Line.

- Point-to-point dedicated lines –9.6 Kbps – 2.048 MBps
- Point-to-multi-point dedicated lines 9.6 Kbps – 8MBps
- Frame relay with a range of band with options
- ATM
- xDSL

## **GEOGRAPHICAL COVERAGE OBLIGATION FOR PUBLIC MOBILE ONLY**

1. The Licensee shall provide a geographical coverage of at least **95%** for each cell, with a call connect & completion rate of a minimum average of **98%**.
2. The Licensee shall provide a geographical coverage of at least **92%** across The [ECA Member State], with a call connect & completion rate as detailed in the parameters of ***Annex D – Quality of Service Obligations***

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**ANNEX E**  
**UNIVERSAL SERVICE OBLIGATIONS**

**UNIVERSAL SERVICE OBLIGATIONS FOR FIXED PUBLIC**

1. Without prejudice to Regulations issued by the Minister in relation to Universal Service, the Licensee shall make a minimum set of Electronic communications Services available to all Persons within The [ECA Member State] including but not limited to the provision of :
  - a) Public Voice Telephony Services available to all Persons irrespective of their geographical location;
  - b) Access to the Internet available to all persons irrespective of their geographical location, at a minimum service level of 56 kb/s dial-up;
  - c) Access to operator & directory assistance services, and emergency services;
  - d) Electronic communications Services to schools, colleges, hospitals, infirmaries, and similar institutions in [ECA Member State], and to all disabled and physically challenged persons who live in [ECA Member State], and to include, as a minimum:-
    - i. Public Voice Telephony Services;
    - ii. Internet Access at 56 kb/s dial-up;
    - iii. Enabling accessory devices for the Visual and Hearing impaired;
    - iv. Permanently accessible Public Payphones.
  - e) Public payphones, both coin and card operated, at a minimum of two (2) in every village, hamlet or enclave accommodating at least ten (10) households.
  - f) Any other service by which people can access efficient, affordable and modern Electronic communications, as specified in Regulations issued by the Minister.

**UNIVERSAL SERVICE OBLIGATIONS FOR PUBLIC MOBILE**

1. Without prejudice to Regulations issued by the Minister in relation to Universal Service, the Licensee shall make a minimum set of Electronic communications Services available to all Persons within [ECA Member State] including but not limited to the provision of :
  - a. Public Voice Telephony Services available to all Persons irrespective of their geographical location;
  - b. Access to the Internet available to all persons irrespective of their geographical location, at a minimum service level of 56 kb/s dial-up;
  - c. Access to operator & directory assistance services, and emergency services;

- d. Electronic communications Services to schools, colleges, hospitals, infirmaries, and similar institutions in [ECA Member State], and to all disabled and physically challenged persons who live in [ECA Member State], and to include, as a minimum:-
- i. Public Voice Telephony Services;
  - ii. Internet Access at 56 kb/s dial-up;
  - iii. Enabling accessory devices for the Visual and Hearing impaired;
  - iv. Permanently accessible Public Payphones.
- e. Public payphones, both coin and card operated, at a minimum of two (2) in every village, hamlet or enclave accommodating at least ten (10) households.
- f. Any other service by which people can access efficient, affordable and modern Electronic communications, as specified in Regulations issued by the Minister.

#### **UNIVERSAL SERVICE OBLIGATIONS FOR SUBMARINE CABLE ONLY**

In addition to any other Universal Service Obligations that may be included in this Annex after consultation the Licensee shall make available on terms agreed with the Minister:

- Capacity to provide access to public places for Broadband Internet services;
- Broadband capacity to facilitate Regional Information and Communications Technology (ICT) initiatives.

**ANNEX F**  
**TECHNICAL STANDARDS/SPECIFICATIONS**  
**Technical Standards for Signal Transmission and Reception for Subscriber**

**Television ONLY**

**BROADCASTING  
STANDARDS**

**CABLE TELEVISION STANDARDS**

**SECTION 1**

**Television**

**1.0 General**

The provision of cable television service is carried out with the use of domestic television sets as the standard video output device. The standards applied though similar television parts must not be used interchangeably as the mode of delivery is distinctly different; one being a coaxial cable and the other a wireless (RF) signal.

**1.1 Standards**

Television standard	NTSC
Channel bandwidth	6.0 MHz per channel
Channel configuration	Standard 4.5 MHz video/audio: audio 15-17 dB below carrier
Minimum signal level at TV input	2 dBmV across 75-ohm termination at the channel input
Minimum Carrier/Noise	30 dBc (below carrier)
Visual carrier frequency	1.256 MHz above channel lower limit
Permissible variation of visual carrier level	
a) Over 24 hours	12 dB max

- b) Between two adjacent channels 3 dB max
- c) between any two channels 12 dB max

Frequency response (each channel) + 2 dB from 0.75 kHz to 4 kHz  
above visual carrier level

Aural frequency deviation	25 kHz
Signal to inter-modulation ratio	45 dB min.
Radiation level	< 15 uV/m at 30 metres
Line amplifier voltage	90 Vac max

## 2.0 Prohibited Frequencies

No cable television system may utilize a frequency at power levels equal to or exceeding 10 microwatts within 100 kHz plus tolerance of the emergency aircraft locator frequency 121.5 MHz or within 50 kHz plus tolerance of the distress signal frequencies 156.8 MHz and 243.0 MHz.



## PART II

### CABLE

This Part applies to the performance of a subscriber television system as measured at any subscriber terminal with a matched impedance at the termination point or at the output of the modulation or processing equipment (generally the head-end) of the subscriber television and are applicable to each NTSC or similar video downstream subscriber television channel in the system.

1. The subscriber television channels delivered to the subscriber's terminal shall be capable of being received and displayed by TV broadcast receivers used for the off-the-air reception of TV broadcast signals.
2. Subscriber television systems shall –
  - a) Transmit channels to subscriber premises equipment on frequencies in accordance with the channel allocation plan specified in the Appendix;
  - b) Use the channel allocation plan for signals transmitted in the frequency range 54 MHz to 1002 MHz.
3. The aural centre frequency of the aural carrier shall be  $4.5 \text{ MHz} \pm 5\text{KHz}$  above the frequency of the visual carrier at the output of the modulating or processing equipment of a subscriber television system and at the subscriber terminal.
4. (1) The visual signal level across a terminating impedance which correctly matches the internal impedance of the subscriber system as viewed from the subscriber terminal shall –
  - a. not be less than 1.259 millivolt across an internal impedance at 75 ohms (0dBmV);
  - b. as measured at the end of a 30 metre cable drop that is connected to the subscriber tap, not be less than 1.41 millivolts across an internal impedance of 75 ohms (+ 3 dBmV).

(2) At other impedance values, the minimum visual signal level as viewed from the subscriber terminal, shall be the square root of 0.0133 (Z) millivolts and, as measured at the end of 30 metre cable drop that is connected to the subscriber tap shall be 2 times the square root 0.00662 (Z) millivolts, where 'Z' is the appropriate impedance value.
5. The visual signal level on each channel as measured at the end of 30 metre cable drop that is connected to the subscriber tap shall not vary more than 8 decibels within any six-month interval, and shall be maintained within –

- a) 3 decibels (dB) of the visual signal level of any visual carrier within a 6 MHz nominal frequency separation;
  - b) 10 dB of the visual signal level on any other channel on a cable television system of up to 300 MHz of a cable distribution system upper frequency limit, with a 1 dB increase for each additional 100 MHz of cable distribution system upper frequency limit (for example, 11 dB for a system at 301-400MHz and 12 dB for a system at 401 –500 MHz, etc.); and
  - c) a maximum level such that signal degradation due to overload in the subscriber's receiver or terminal does not occur.
6. The rms voltage of the aural signal shall be maintained between 10 and 20 decibels below the associated visual signal level and shall be met at the subscriber terminal and at the output of the modulating and processing equipment (generally the head-end).
- (2) Subscriber terminal which use equipment, which modulate and remodulate the signal (for example, base band converters), the rms voltage of the aural signal shall be maintained between 6.5 and 17 decibels below the associated visual level at the subscriber terminal.
7. (1) The amplitude characteristic shall be a range of 2 decibels from 0.75MHz to 5.0 MHz above the lower boundary frequency of the cable television channel referenced to the average of the highest and lowest amplitudes within those frequency boundaries.
- (2) The amplitude characteristic may be measured after subscriber tap and before a converter which is provided and maintained by the licensee may be measured at the subscriber terminal.
8. The ratio of RF visual signal level to the system noise shall not be less than 40 decibels.
9. The ratio of visual signal level to the rms amplitude of any coherent disturbances (for example, intermodulation products, second and the third order distortions or discrete frequency interfering signals not operating on proper offset assignments)-
- a) shall not be less than 51 decibels for non-coherent channel subscriber television systems, when ensured with modulated carriers and time averaged; and
  - b) which are frequency-coincident with the visual carrier, shall not be less than 47 decibels for current channel subscriber system when measured with modulated carriers and time averaged.
10. The terminal isolation provided to each subscriber terminal -

- a) shall not be less than 18 decibels in lieu of periodic testing, so however, that the licensee may use specifications provided by the manufacturer for the terminal isolation equipment to meet this standard, and
  - b) shall be sufficient to prevent reflections caused by open-circuited or short-circuited subscriber terminals from producing visual picture impairments at any other subscriber terminal.
11. (1) The peak-to-peak variation in visual signal level caused by undesired low frequency disturbances (hum or repetitive transients) generated within the system, or by inadequate low frequency response, shall not exceed 3 percent of the visual signal level.
- (2) Measurements made on a single channel using a single unmodulated carrier may be used to demonstrate compliance with this parameter at each test location.
12. With effect from [XXXXXX 1, 2004], the following requirements apply to the performance of the subscriber television system as measured at the output of the modulating or processing equipment (generally the head-end) of the system –
- a) the chrominance-luminance delay inequality (or chrome delay) which is the change in delay time of the chrominance component of the signal relative to the luminance component, shall be within 170 nanoseconds;
  - b) the differential gain for the colour sub carrier of the television signal which is measured as the difference in amplitude between the largest and smallest segments of the chrominance signal divided by the largest, shall not exceed  $\pm 20\%$ ; and
  - c) the differential phase for the colour sub carrier of the television signal which is measured as the largest phase difference in degrees between each segment of the chrominance signal and reference segment (the segment at the blanking level of 0 IRE) shall not exceed  $\pm 10$  degrees.
13. Signal leakage from a subscriber television systems shall be limited as follows –

<u>Frequencies</u>	<u>Signal leakage limit</u>	<u>Distance in metre (m)</u>
1. Not exceeding	54 MHz and over 216 MHz 15 microvolts/metre	30
2. Over 54 MHz but not exceeding 216 MHz	20 microvolts/metre	3

The cumulative leakage index (CLI) air based criterion shall not exceed 10 (microvolts/metre) rms at a level of 450 meters above the cable systems average ground level.

## FREQUENCY BANDS

14. (1) For operation in the frequency bands 108-137 and 225-400 MHz the standards relating to Signaling Leakage Performance Criteria and Frequency Separation Standards are applicable to all subscriber television systems transmitting carriers or other signal components carried at an average power level equal to or greater than  $10^{-4}$  watts across a 25 KHz bandwidth in any 160 microsecond period at any point in the cable distribution system in the frequency bands 108-137 and 225-400 MHz for any purpose.
- (2) Before transmitting any carrier or other signal component with an average power level across a 25 Hz bandwidth in any 160 microsecond time period equal to or greater than  $10^{-4}$  watts at any point in the subscriber television distribution system on any new frequency or frequencies the aeronautical radio frequency bands the licensee is to notify the Commission.

## SIGNAL LEAKAGE PERFORMANCE CRITERIA

1. A licensee shall not provide subscriber television service on any system in the frequency bands 108-137 and 225-400 MHz unless such system meets at least one of the following subscriber television basic signal leakage performance criteria -
- (a) prior to the carriage of signals in the aeronautical radio bands and at least once each calendar year, with no more than 12 months between successive tests based on a sampling of at least 75% of the cable strand and including any portion of the subscriber television system which is known to have or can reasonably be expected to have less leakage integrity than the average of the system, compliance with a cumulative signal leakage index is demonstrated by proving that -
- (i)  $10 \log I_{3000}$  is equal to less than -7; or
- (ii)  $10 \log I_{\emptyset}$  is equal to or less than 64,
- using one of the following formulae -

$$I_{3000} = \frac{1}{\emptyset} \sum_{i=1}^n E_i^2 / R_i^2$$

$$I_{\emptyset} = \frac{1}{\emptyset} \sum_{i=1}^n E_i^2$$

Where:

$$R_i^2 = r_i^2 + (3000)^2$$

$E$  is the electric field strength in microvolts per meter ( $\mu\text{V/m}$ ) measured 3 metres from the leak  $i$ ;

$n$  is the number of leaks found of field strength equal to or greater than  $50 \mu\text{V/m}$ ;

$\emptyset$  is the fraction of the subscriber television system cable length actually examined for leakage sources which is equal to the strand kilometers (strand miles) of plant tested divided by the total strand kilometers in the plant;

$r_i$  is the distance in metres between the leakage source and the center of the subscriber television system;

$R_i$  means the slant height distance in metres between the leakage source,  $i$ , to a point 3000 meters above the center of the subscriber television system;

- (b) prior to carriage of signals in the aeronautical radio bands and at least one each calendar year, with no more than 12 months between successive tests thereafter, the subscriber television system operator demonstrates by measurement in the airspace that at no point does the field strength generated by the subscriber television system exceed 10 microvolts per meter ( $\mu\text{V/m}$ ) RMS at an altitude of 450 meters above the average terrain of the subscriber television system;
  - (c) the measurement system (including the receiving antenna) shall be calibrated against a known field of  $10\mu\text{V/m}$  RMS produced by a well characterized antenna consisting of orthogonal resonant dipoles, both parallel to and one quarter wavelength above the ground plane of a diameter of two metres or more at ground level;
  - (d) the dipoles shall have centres collocated and be excited 90 degrees apart;
  - (e) the half-power bandwidth of the detector shall be 25KHz;
  - (f) an aircraft antenna shall be horizontally polarized;
  - (g) calibration shall be made in the community unit or, if more than one, in any of the community units of the physical system within a reasonable time period to performing the measurements; and if data is recorded digitally the 90th percentile level of points recorded over the cable system shall not exceed  $10\mu\text{V/m}$  RMS;
  - (h) if analog recordings are used the peak values of the curves when smoothed according to good engineering practices shall not exceed  $10\mu\text{V/m}$  RMS.
2. Subscriber television service transmitting carriers in the frequency band 108-137 and 225-400 MHz shall provide a programme of regular monitoring for signal leakage by substantially covering the plant every three months.

3. Monitoring equipment and procedures utilized by licensees shall be adequate to detect a leakage source which produces a field strength in the bands of 20  $\mu\text{V/m}$  or greater at a distance of 3 metres and any leakage source which produces such a field strength in the aeronautical radio frequency bands shall be noted and such leakage sources shall be repaired within a reasonable time.

## **FREQUENCY SEPARATION STANDARDS**

All subscriber television systems which operate in the frequency bands 108-137 and 225-400 MHz shall comply with the following frequency separation standards;

1. In the aeronautical radio communication bands 108-137, 225-328.6 and 335.4-400 MHz, the frequency of all carrier signals or signal components carried at an average power level equal to or greater than  $10^{-4}$  watts in a 25 KHz bandwidth in any 160 microsecond period shall operate at frequencies offset from certain frequencies which may be used by aeronautical radio services and the aeronautical frequencies from which offsets shall be maintained are those frequencies which are within one of the aforementioned aeronautical bands, and when expressed in MHz and divided by 0.025 yield an integer, the offset meeting one of the following criteria –
  - a) all such cable carriers or signal components shall be offset by 12.5kHz with a frequency tolerance of  $\pm 5$  Hz; or
  - b) the fundamental frequency from which the carrier frequencies are derived by multiplication by an integer number which shall be 6.0003 MHz with a tolerance of  $\pm 1$ Hz Harmonically Related Carrier (HRC) comb generators only;
2. In the aeronautical radio navigation bands 108-118 and 328.6-335.4 MHz, the frequency of all carrier signals or signal components carrier at an average power level equal to or greater than  $10^{-4}$  watts in a 25 Hz bandwidth in any 160 microsecond period shall be offset by 25 Hz with a tolerance of  $\pm 5$ Hz and the aeronautical radio-navigation frequencies from which offsets shall be maintained are as follows –
  - a) within the aeronautical band 108 - 118 MHz when expressed in MHz and divided by 0.025 yield even integer;
  - b) within the band 328.6 - 335.4MHz.

**NOTE:** The Harmonically Related Carrier (HRC) system shall meet the requirement in the 328.5 - 335.4 MHz navigation glide path band, those incrementally Related Carriers (IC) system with comb generator reference frequencies set at certain odd multiples equal to or greater than 3 times the 0.0125 MHz aeronautical communications band offset (for example  $6n \pm 1.250 \pm 0.0375$  MHz may also meet the 25 KHz offset requirement in the navigation glide path band).

## APPENDIX

### CHANNEL ALLOCATION PLAN FOR SUBSCRIBER TELEVISION

No allocation shall be made by a licensee who operates subscriber television service for operations over the standard VHF Channels which are in use for over the air television broadcasting operations in the zone served by the licensee, that is to say, channels 2 to 13.

#### Sub Low Band Channels

Frequency Band (MHz)	Visual Carrier (MHz)
5.75 - 11.75	7.00
11.75 - 17.75	13.00
17.75 - 23.75	19.00
23.75 - 29.75	25.00
29.75 - 35.75	31.00
35.75 - 41.75	37.00
41.75 - 47.75	43.00

#### Mid Band Channels

Channel	Frequency Band	Standard Visual Carrier (MHz)
14	120 - 126	121.25
15	126 - 132	127.25
16	132 - 138	133.25
17	138 - 144	139.25
18	144 - 150	145.25
19	150 - 156	151.25
20	156 - 162	157.25
21	162 - 168	163.25
22	168 - 174	169.25

#### Super Band channels

Channel	Frequency Band	Standard Visual Carrier (MHz)
23	216 - 222	217.25
24	222 - 228	223.25
25	228 - 234	229.25
26	234 - 240	235.25

27	240 - 246	241.25
28	246 - 252	247.25
29	252 - 258	253.25
30	258 - 264	259.25
31	264 - 270	265.25
32	270 - 276	271.25
33	276 - 282	277.25
34	282 - 288	283.26
35	288 - 294	289.25
36	294 - 300	295.25

#### Hyper Band Channels

Channel	Frequency Band	Standard Visual Carrier (MHz)
37	300 - 306	301.25
38	306 - 312	307.25
39	312 - 318	313.25
40	318 - 324	319.25
41	324 - 330	325.25
42	330 - 336	331.25
43	336 - 342	337.25
44	342 - 348	343.25
45	348 - 354	349.25
46	354 - 360	355.25
47	360 - 366	361.25
48	366 - 372	367.25
49	372 - 378	373.25
50	378 - 384	379.25
51	384 - 390	385.25
52	390 - 396	391.25
53	396 - 402	397.25
54	402 - 408	403.25
55	408 - 414	409.25
56	414 - 420	415.25
57	420 - 426	412.25

#### Hyper Band Channels (cont'd)

Channel	Frequency Band	Standard Visual Carrier (MHz)
58	426 - 432	427.25
59	432 - 438	433.25



60	438 - 444	439.25
61	444 - 450	445.25
62	450 - 456	451.25
63	456 - 462	457.25
64	462 - 468	463.25
65	468 - 474	469.25

### **TECHNICAL SPECIFICATIONS (FOR SUBMARINE CABLE ONLY)**

The Licensee is authorized pursuant to this licence to land, install and operate a Submarine Cable and Submarine Cable Network, as described and specified, including the 'Wet Link' the Cable Landing Point, Technical Points of Interconnection, and Backhaul System.

1. System Description
2. System Configuration
3. Terminating Point Design and Specification including:-
4. Backhaul System Design and Specification including:-

## **ANNEX G**

### **LAYING AND MAINTENANCE OF CABLE**

#### **Laying and Maintenance of Cable (for Submarine Cable Only)**

- 9.1 The Licensee shall furnish to the Licensor (Government) upon written request copies of all hydrographic and seismic reports (if any) prepared in connection with the laying of the Cable, the reasonable costs of copying such reports for the Licensor to be paid by the Licensee.
- 9.2 The Licensee shall as soon as reasonably practicable following the completion of the laying of the Cable furnish to the Licensor plans showing the location of the Cable as laid.
- 9.3 The Licensee shall not cause waste, spoil or destruction on the Seabed.
- 9.4 The Licensee shall keep the Cable and any Accommodation Works in good and safe repair and condition so that no danger, damage, nuisance or annoyance shall be caused by them or by the use of them.
- 9.5 The Licensee shall not construct erect or place on or in the seabed any erection work or materials except the Cable and accommodation works.
- 9.6 The Licensee shall not alter or extend the Cable other than any alterations which are necessary for the exercise of the Rights.
- 9.7 The Licensee shall remove any accommodation Works as soon as reasonably possible after their purpose has been discharged.
- 9.8 As soon as reasonably practicable after any disturbance of the Seabed in the exercise of the Rights of the Licensee shall restore the same to its former or proper condition to the Government's reasonable satisfaction.
- 9.9 The Licensee shall, at its own expense, observe and comply with all conditions of this license and shall use reasonable efforts not to do or omit to do in relation to the Cable and the exercise of the Rights anything by reason of which the Government may incur any liability whether for penalties, damages, compensation costs or otherwise.
- 9.10 The Licensee shall permit the Government and the persons authorised by the Government at all reasonable times and upon prior notification to the Licensee where the Government reasonably suspects there is serious danger of loss or damage to the Seabed or any other part of the foreshore and Seabed in which the Government has an interest to examine by visual inspection, the condition of the Cable in its position and any Accommodation

Works. Government's inspection shall only be carried out under the supervision of the Licensee, or its authorized agent(s). If any want of repair or defect shall be found, the Licensee shall repair the same within six months of the receipt of notice to that effect.

- 9.11 The Licensee shall notify the Government immediately upon the Cable being permanently taken out of use.

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## ANNEX H

### NETWORK BUILDOUT AND GEOGRAPHICAL COVERAGE OBLIGATIONS

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