

APPENDIX I**PROPOSED MOBILE VIRTUAL NETWORK OPERATOR LICENCE****LICENCE****GRANTED BY THE MINISTER UNDER THE
TELECOMMUNICATIONS ACT NO..... of 2000****TO****[LICENSEE]****FOR****THE PROVISION OF MOBILE VIRTUAL NETWORK OPERATOR
SERVICES****IN****[MEMBER STATE]**

TABLE OF CONTENTS

PART I – THE LICENCE	3
1. LICENCE.....	3
2. INTERPRETATION	3
3. SCOPE OF LICENCE	5
4. PRECONDITION	5
5. DURATION AND RENEWAL	5
6. ASSIGNMENT	5
7. MODIFICATION, SUPENSION AND REVOCATION	6
PART 11- LICENCE CONDITIONS	6
1. LICENCE FEES AND MONIES OWED	6
2. EMERGENCIES.....	6
3. LICENCEE’S OBLIGATIONS IN RELATION TO CUSTOMERS	7
4. FREQUENCY.....	7
5. NON-DISCRIMINATION AND FAIR TRADING	8
6. INFORMATION REQUIREMENTS	9
7. PRIVACY AND COFIDENTIALITY	9
8. PRE-NOTIFICATIN OF CHANGES IN SHAREHOLDING	9
9. FORCE MAJEURE	9
10. COMPLIANCE.....	10
ANNEX A – LICENSED SERVICES	11
ANNEX B – QUALITY OF SERVICE OBLIGATIONS.....	12

MOBILE VIRTUAL NETWORK OPERATOR LICENCE

THE MINISTER, in accordance with the Telecommunications Act. No. of 2000, and acting upon the recommendation of ECTEL, hereby grants this Licence to [Name of Provider] (hereinafter referred to as the Licensee) to provide Mobile Virtual Network Services within [Member State] as specified herein.

PART 1 – LICENCE

1. LICENCE

- 1.1 The Licence shall be known as the [Name of Licensee] Mobile Virtual Network Services Licence 200[-].

2. INTERPRETATION

- 2.1 In this Licence:

“**Act**” means the Telecommunications Act 2000 and Regulations made thereunder;

“**Affiliate**” means, a body corporate that is the subsidiary of another body corporate, or where both corporate bodies are subsidiaries of the same body corporate, or each of them is controlled by the same person and if two bodies corporate are affiliated with the same body corporate at the same time, they are affiliated with each other.

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

“**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;

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

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

“**Government**” means the Government of the [Member State];

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

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

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

“**Licensed Services**” means those Telecommunications Services detailed in **Annex A**;

“**Licensee**” means [Name of Licensee];

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

“**Mobile Virtual Network Operator**” means an operator who provides mobile subscription and call services to its customers with no allocation of its own spectrum.

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

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

“**Quality of Service Obligations**” means the quality of service obligations set out in **Annex B** to this Licence;

“**Regional Spectrum Management Plan**” means the Spectrum Plan to be developed by ECTEL 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;

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

“**Treaty**” means the Treaty that establishing the Eastern Caribbean Telecommunications Authority signed at St. George’s, Grenada on 4 May 2000 and includes that Treaty as amended from time to time;

“**Universal Service Obligation**” means the obligation to provide Universal Service as set out in Condition 3.1 of this Licence;

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

2.3 Words importing the singular shall include the plural and vice versa.

3. SCOPE

3.1 This Licence enables the Licensee to operate as a Mobile Virtual Network Operator (MVNO) in accordance with the terms described in Annex A.

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

4. PRECONDITION

4.1 The rights of the Licensee set herein shall not take effect until the Licensee shall have paid to the Government the fees set out in the Act.

5. DURATION AND RENEWAL

5.1 This Licence is granted on the Effective Date for a period of five 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 [-] of the Act would cause the Minister to refuse a request for renewal.

5.3 Where a Licensee wishes to renew the Licence, the Licensee shall apply to the Minister in writing two 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 [-] 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 other fees owed under the Licence.

6. ASSIGNMENT

- 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, subject to Clause 6.2 below.
- 6.2 The prior written consent of the Minister shall not be required by the Licensee where the assignment or transfer results from an internal reorganization of a body corporate that involves no change in the beneficial ownership thereof. The Licensee shall give prior notification to the Minister of the nature and extent of such assignment or transfer.

7. MODIFICATION, SUSPENSION AND REVOCATION

- 7.1 This licence shall be subject to modification, variation, suspension and revocation according to Sections [-] 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 submission received from the Licensee and other interested parties in relation to the proposed amendment

PART II – LICENCE CONDITIONS

1. LICENCE FEES AND MONEYS OWED

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

2. EMERGENCIES

- 2.1 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 Telecommunications Services as the Minister shall reasonably determine are necessary in the public interest, provided that if the emergency extends beyond 30 calendar days, the Government will compensate the Licensee for any days in excess of thirty (30) calendar days.

3. LICENSEE'S OBLIGATIONS IN RELATION TO CUSTOMERS

- 3.1 The Licensee shall, in accordance with the Act take such steps as are necessary to ensure that in relation to the Licensed Services each customer can reasonably and reliably have access to information services to assist them with queries relating to the Licensed Services.
- 3.2 The Licensee shall meet the Quality of Service Obligations. The scope and terms of the quality of service obligation will be incorporated into this licence as an amended Annex B.
- 3.3 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 Regulations issued by the Minister.
- 3.4 The Licensee shall, no later than three (3) months after the Effective Date, submit to the Commission a form of Standard Customer Agreement containing the terms and conditions for the provision of Licensed Services to Customers.
- 3.5 The Licensee shall notify all customers of the terms and conditions of the Standard Customer Agreement in the manner specified in Regulations issued by the Minister and shall thereafter provide Licensed Services based upon the relevant Standard Customer Agreement.
- 3.6 The Licensee may from time to time modify the Standard Customer Agreement and shall notify the Commission and customers of such modification.
- 3.7 The Standard Customer Agreement and any modifications made under Clause 3.6 shall be compliant with the Act and Regulations and other applicable law. In the event that the Standard Customer Agreement or modifications do not comply with the Act and Regulations and other applicable law, the Commission shall instruct the Licensee to amend the contract or modifications so that they are compliant and the Licensee shall make the appropriate amendments. Such amendments shall be notified to the Customer in accordance with Clause 4.6 and shall not have retroactive effect.

4. FREQUENCY

- 4.1 Nothing in the Licence empowers the Licensee to use Frequency that has not been granted in accordance with the Act.
- 4.2 The Licensee shall use the Authorised Frequency in accordance with the Regional Spectrum Management Plan and only for the purposes of providing the Licensed Services.

5. NON-DISCRIMINATION AND FAIR TRADING

- 5.1 The Licensed Services shall be provided, by the Licensee on an arm's length commercial basis with respect to all Affiliates of the Licensee.
- 5.2 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.
- 5.3 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.
- 5.4 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 relation to the Licensed Services as specified in Regulations issued by the Minister.
- 5.5 Without limiting the generality of Clause 5.4, any such act or omission shall include:
- 5.5.1 any abuse by the Licensee, either independently or with others, of a dominant position; or
 - 5.5.2 entering into any contract or engaging in any concerted practice with any other party;

Where the effect of the conduct defined in Clauses 5.5.1 and 5.5.2 is, or is likely to be, a substantial lessening of competition in that or any other market.

- 5.6 For the purpose of Clause 5.5.1 of this Part, a Licensee may be considered as having a dominant position if the Commission has designated the Licensee as a dominant telecommunications provider.
- 5.7 A telecommunications provider shall be considered dominant in respect of a particular telecommunications market or markets in [ECTEL State] in accordance with the Act.
- 5.8 A Licensee may make an application for a declaration of non-dominance in accordance with the Act.

6. INFORMATION REQUIREMENTS

- 6.1 The Licensee shall provide the Minister, the Commission and ECTEL with any relevant agreements (including agreement 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 ECTEL to carry out their functions under the Act and, in the case of ECTEL, under the Treaty, in such manner and at the times that the Minister, the Commission and ECTEL may request.

7. PRIVACY AND CONFIDENTIALITY

- 7.1 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.

8. PRE-NOTIFICATION OF CHANGES IN SHAREHOLDING

- 8.1 The Licensee shall obtain the Minister's prior written consent to any acquisition of shares or change in shareholding of the Licensee by any Person if, by reason of that acquisition or change, the total number of its shares in the Licensee held by that Person, together with any shares held by any nominee or trustee for that Person, immediately after the change or acquisition exceeds 25 per cent of the total number of shares in the Licensee where such shareholding did not already exceed 25 per cent prior to that change or acquisition.
- 8.2 The Licensee shall notify the Minister in writing thirty (30) days prior to the taking effect of the change or acquisition stated above.

9. FORCE MAJEURE

- 9.1 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) earthquake, hurricane, flood, fire, or explosions;
 - (e) outbreak of pestilence or epidemics;
 - (f) Government rationing of electricity or other wartime or emergency controls imposed by Government;
 - (g) embargoes or trade restrictions;

9.2 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.

10. COMPLIANCE

10.1 The Licence 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 at [-] on this [-] day of [-] 200[-].

.....
Minister responsible for Telecommunications

.....
[Licensee]

ANNEX A

LICENSED SERVICES

- a. The Licensee may provide mobile subscription and call services to the public using the facilities of a licenced public mobile telecommunications provider (PMT) licenced in [Member State] and without any spectrum of its own. The Licensee must use part of the networks of the PMT licensee to originate and deliver its customers' calls. The Licensee must pay the PMT licence holder for the use of the network and/or essential radio segment of the network(s).
- b. Subject to the restrictions contained in paragraph 1 of this Annex, the Licensee may provide to its customers all of the services provided by a holder of a PMT Licence to the public, and may be required to provide certain additional or mandatory services as directed by the NTRC.
- c. For the avoidance of doubt, nothing in this Licence grants a person any right to deliver the Licensed Services by means of any telecommunications facilities or telecommunications networks unless such rights have been expressly granted under appropriate licences in accordance with the Act or any other legislation.

ANNEX B

QUALITY OF SERVICE OBLIGATIONS

1. Unless expressly exempted by the National Telecommunications Regulatory Commission in writing, the Licensee shall comply with any quality of service obligations established for holders of public mobile telecommunications licenses.
2. The Licensee shall comply with any additional quality of service obligations which the NTRC, acting on a recommendation from ECTEL, may from time to time require.
3. The Licensee shall comply with any directions as may from time to time be issued by the NTRC with respect to Number Portability.

APPENDIX II

PROPOSED RESALE OF LEASED CIRCUITS LICENCE

LICENCE

**GRANTED BY THE MINISTER UNDER THE
TELECOMMUNICATIONS ACT NO..... of 2000**

TO

[LICENSEE]

FOR

THE RESALE OF LEASED CIRCUITS

IN

[MEMBER STATE]

TABLE OF CONTENTS

PART I – THE LICENCE	3
1. LICENCE.....	3
2. INTERPRETATION.....	3
3. SCOPE OF LICENCE	5
4. PRECONDITION.....	5
5. DURATION AND RENEWAL.....	5
6. ASSIGNMENT.....	6
7. MODIFICATION, SUPENSION AND REVOCATION.....	6
PART 11- LICENCE CONDITIONS.....	6
1. LICENCE FEES AND MONIES OWED.....	6
2. EMERGENCIES.....	6
3. LICENSEE’S OBLIGATIONS IN RELATION TO CUSTOMERS.....	7
4. FREQUENCY.....	7
5. NON-DISCRIMINATION AND FAIR TRADING.....	8
6. INFORMATION REQUIREMENTS.....	9
7. PRIVACY AND CONFIDENTIALITY.....	9
8. FORCE MAJEURE	9
9. COMPLIANCE.....	10
ANNEX A – LICENSED SERVICES	11
ANNEX B – QUALITY OF SERVICE OBLIGATIONS.....	12

RESALE OF LEASED CIRCUITS

THE MINISTER, in accordance with the Telecommunications Act. No. of 2000, and acting upon the recommendation of ECTEL, hereby grants this Licence to [Name of Provider] (hereinafter referred to as the Licensee) to provide a Resale of Leased Circuits Service within [Member State] as specified herein.

PART 1 – LICENCE

1. LICENCE

- 1.1 The Licence shall be known as the [Name of Licensee] Resale of Leased Circuits Service Licence 200[-].

2. INTERPRETATION

- 2.1 In this Licence:

“**Act**” means the Telecommunications Act 2000 and Regulations made thereunder;

“**Affiliate**” means, a body corporate that is the subsidiary of another body corporate, or where both corporate bodies are subsidiaries of the same body corporate, or each of them is controlled by the same person and if two bodies corporate are affiliated with the same body corporate at the same time, they are affiliated with each other.

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

“**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;

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

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

“**Government**” means the Government of the [Member State];

“**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.

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

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

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

“**Licensed Services**” means those Telecommunications Services detailed in **Annex A**;

“**Licensee**” means [Name of Licensee];

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

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

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

“**Quality of Service Obligations**” means the quality of service obligations set out in **Annex B** to this Licence;

“**Regional Spectrum Management Plan**” means the Spectrum Plan to be developed by ECTEL 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;

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

“**Treaty**” means the Treaty that establishing the Eastern Caribbean Telecommunications Authority signed at St. George’s, Grenada on 4 May 2000 and includes that Treaty as amended from time to time;

“**Universal Service Obligation**” means the obligation to provide Universal Service as set out in Condition 3.1 of this Licence;

- 2.2 Any word, phrase or expression used in the Licence shall, unless the context requires otherwise, have the same meaning as it has in the Act.
- 2.3 Words importing the singular shall include the plural and vice versa.

3. SCOPE OF LICENCE

- 3.1 The Licence enables the Licensee to subscribe to the services from an individual licensee licensed by [Member State] and to either resell the services; or to share the leased circuits with other companies for the conveyance of its own telecommunication traffic.
- 3.2 This Licence is non-exclusive and is not intended to convey proprietary rights.

4. PRECONDITION

- 4.1 The rights of the Licensee set herein shall not take effect until the Licensee shall have paid to the Government the fees set out in the Act.

5. DURATION AND RENEWAL

- 5.1 This Licence is granted on the Effective Date for a period of five 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 [-] of the Act would cause the Minister to refuse a request for renewal.
- 5.3 Where a Licensee wishes to renew the Licence, the Licensee shall apply to the Minister in writing two 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 [-] 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 other fees owed under the Licence.

6. ASSIGNMENT

- 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, subject to Clause 6.2 below.

- 6.2 The prior written consent of the Minister shall not be required by the Licensee where the assignment or transfer results from an internal reorganization of a body corporate that involves no change in the beneficial ownership thereof. The Licensee shall give prior notification to the Minister of the nature and extent of such assignment or transfer.

7. MODIFICATION, SUSPENSION AND REVOCATION

- 7.1 This licence shall be subject to modification, variation, suspension and revocation according to Sections [-] 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 submission received from the Licensee and other interested parties in relation to the proposed amendment;

PART II – LICENCE CONDITIONS

1. LICENCE FEES AND MONEYS OWED

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

2. EMERGENCIES

- 2.1 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 Telecommunications Services as the Minister shall reasonably determine are necessary in the public interest, provided that if the emergency extends beyond 30 calendar days, the Government will compensate the Licensee for any days in excess of thirty (30) calendar days.

3. LICENSEE'S OBLIGATIONS IN RELATION TO CUSTOMERS

- 3.1 The Licensee shall, in accordance with the Act take such steps as are necessary to ensure that in relation to the Licensed Services each customer can reasonably and reliably have

access to information services to assist them with queries relating to the Licensed Services.

- 3.2 The Licensee shall meet the Quality of Service Obligations. The scope and terms of the quality of service obligation will be incorporated into this licence as an amended Annex B.
- 3.3 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 Regulations issued by the Minister.
- 3.4 The Licensee shall, no later than three (3) months after the Effective Date, submit to the Commission a form of Standard Customer Agreement containing the terms and conditions for the provision of Licensed Services to Customers.
- 3.5 The Licensee shall notify all customers of the terms and conditions of the Standard Customer Agreement in the manner specified in Regulations issued by the Minister and shall thereafter provide Licensed Services based upon the relevant Standard Customer Agreement.
- 3.6 The Licensee may from time to time modify the Standard Customer Agreement and shall notify the Commission and customers of such modification.
- 3.7 The Standard Customer Agreement and any modifications made under Clause 3.6 shall be compliant with the Act and Regulations and other applicable law. In the event that the Standard Customer Agreement or modifications do not comply with the Act and Regulations and other applicable law, the Commission shall instruct the Licensee to amend the contract or modifications so that they are compliant and the Licensee shall make the appropriate amendments. Such amendments shall be notified to the Customer in accordance with Clause 4.6 and shall not have retroactive effect.

4. FREQUENCY

- 4.1 Nothing in the Licence empowers the Licensee to use Frequency that has not been granted in accordance with the Act.
- 4.2 The Licensee shall use the Authorised Frequency in accordance with the Regional Spectrum Management Plan and only for the purposes of providing the Licensed Services.

5. NON-DISCRIMINATION AND FAIR TRADING

- 5.1 The Licensed Services shall be provided, by the Licensee on an arm's length commercial basis with respect to all Affiliates of the Licensee.
- 5.2 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.
- 5.3 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.
- 5.4 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 relation to the Licensed Services as specified in Regulations issued by the Minister.
- 5.5 Without limiting the generality of Clause 5.4, any such act or omission shall include:
- 5.5.1 any abuse by the Licensee, either independently or with others, of a dominant position; or
 - 5.5.2 entering into any contract or engaging in any concerted practice with any other party;
- Where the effect of the conduct defined in Clauses 5.5.1 and 5.5.2 is, or is likely to be, a substantial lessening of competition in that or any other market.
- 5.6 For the purpose of Clause 5.5.1 of this Part, a Licensee may be considered as having a dominant position if the Commission has designated the Licensee as a dominant telecommunications provider.
- 5.7 A telecommunications provider shall be considered dominant in respect of a particular telecommunications market or markets in [Member State] in accordance with the Act.
- 5.8 A Licensee may make an application for a declaration of non-dominance in accordance with the Act.

6. INFORMATION REQUIREMENTS

- 6.1 The Licensee shall provide the Minister, the Commission and ECTEL with any relevant agreements (including agreement 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 ECTEL to carry out their functions under the Act and, in the case of ECTEL, under the Treaty, in such manner and at the times that the Minister, the Commission and ECTEL may request.

7. PRIVACY AND CONFIDENTIALITY

- 7.1 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.

8. PRE-NOTIFICATION OF CHANGES IN SHAREHOLDING

- 8.1 The Licensee shall obtain the Minister's prior written consent to any acquisition of shares or change in shareholding of the Licensee by any Person if, by reason of that acquisition or change, the total number of its shares in the Licensee held by that Person, together with any shares held by any nominee or trustee for that Person, immediately after the change or acquisition exceeds 25 per cent of the total number of shares in the Licensee where such shareholding did not already exceed 25 per cent prior to that change or acquisition.
- 8.2 The Licensee shall notify the Minister in writing thirty (30) days prior to the taking effect of the change or acquisition stated above.

9. FORCE MAJEURE

- 9.1 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) earthquake, hurricane, flood, fire, or explosions;
 - (e) outbreak of pestilence or epidemics;

- (f) Government rationing of electricity or other wartime or emergency controls imposed by Government;
- (g) embargoes or trade restrictions;

9.2 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.

10. COMPLIANCE

10.1 The Licence 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 at [-] on this [-] day of [-] 200[-].

.....
[Licensee]

.....
**Minister responsible for
Telecommunications**

ANNEX A

LICENSED SERVICES

- a. The Licensee may resell leased circuit services to the following 2 categories of customers:
 - (i) Customers who are not holders of any Telecommunications licence in [Member State] – The Licensee shall ensure that such customers do not use the leased circuit services for the carriage of any third party traffic or to offer any form of public switched telecommunication services over the leased circuits. The leased circuits shall not be connected to any public switched networks at either or both ends of the circuit(s), whether in [Member State] or in other countries. Only direct, point-to-point leased circuit connections between [Member State] and the final destination for corporate communication of the customers is allowed.
 - (ii) Customers who are holders of any Telecommunications licences in [Member State] – Such customers may connect the leased circuits provided by the Licensee to any public switched networks at either or both ends of the circuit(s) for the provisioning of the Services such as international simple voice resale.
- b. The Licensee shall ensure that customers indicate in relevant agreements their usage of the leased circuits and their compliance with any license or regulatory conditions as may be established by the NTRC. The Licensee shall terminate its agreement with the customer where a customer is found to be in breach of the agreement, a licence condition or the Telecommunications Act and related Regulations.
- c. For the avoidance of doubt, nothing in this Licence grants a person any right to deliver the Licensed Services by means of any telecommunications facilities or telecommunications networks unless such rights have been granted under appropriate licences in accordance with the Act or any other legislation.

ANNEX B

QUALITY OF SERVICE OBLIGATIONS

The Licensee shall comply with any quality of service obligations which the NTRC, acting on a recommendation from ECTEL, may require.

APPENDIX III

PROPOSED INTERNET EXCHANGE SERVICE TEMPLATE

LICENCE

**GRANTED BY THE MINISTER UNDER THE
TELECOMMUNICATIONS ACT NO..... of 2000**

TO

[LICENSEE]

FOR

THE PROVISION OF INTERNET EXCHANGE SERVICES

IN

[MEMBER STATE]

TABLE OF CONTENTS

PART I – THE LICENCE	3
1. LICENCE.....	3
2. INTERPRETATION.....	3
3. SCOPE OF LICENCE	5
4. PRECONDITION	5
5. DURATION AND RENEWAL.....	6
6. ASSIGNMENT	6
7. MODIFICATION, SUPENSION AND REVOCATION.....	7
PART 11- LICENCE CONDITIONS	7
1. LICENCE FEES AND MONIES OWED	7
2. EMERGENCIES.....	7
3. LICENCEE’S OBLIGATIONS IN RELATION TO CUSTOMERS	7
4. FREQUENCY.....	8
5. NON-DISCRIMINATION AND FAIR TRADING	8
6. INFORMATION REQUIREMENTS	10
7. PRIVACY AND COFIDENTIALITY	10
8. PRE-NOTIFICATIN OF CHANGES IN SHAREHOLDING	10
9. FORCE MAJEURE	11
10. COMPLIANCE.....	11
ANNEX A – LICENSED SERVICES	12
ANNEX B – QUALITY OF SERVICE OBLIGATIONS.....	13

INTERNET EXCHANGE SERVICE LICENCE

THE MINISTER, in accordance with the Telecommunications Act. No. of 2000, and acting upon the recommendation of ECTEL, hereby grants this Licence to [Name of Provider] (hereinafter referred to as the Licensee) to provide an Internet Exchange Service within [Member State] as specified herein.

PART 1 – LICENCE

1. LICENCE

1.1 The Licence shall be known as the [Name of Licensee] Internet Exchange Services Licence 200[-].

2. INTERPRETATION

2.1 In this Licence:

“**Act**” means the Telecommunications Act 2000 and Regulations made thereunder;

“**Affiliate**” means, a body corporate that is the subsidiary of another body corporate, or where both corporate bodies are subsidiaries of the same body corporate, or each of them is controlled by the same person and if two bodies corporate are affiliated with the same body corporate at the same time, they are affiliated with each other.

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

“**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;

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

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

“**Government**” means the Government of the [Member State];

“**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 a Telecommunications Network.”

“**Internet Exchange Point**” means the facility or infrastructure through which internet service providers exchange internet traffic between their networks.

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

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

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

“**Licensed Services**” means those Telecommunications Services detailed in **Annex A**;

“**Licensee**” means [Name of Licensee];

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

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

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

“**Quality of Service Obligations**” means the quality of service obligations set out in **Annex B** to this Licence;

“**Regional Spectrum Management Plan**” means the Spectrum Plan to be developed by ECTEL 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;

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

“**Treaty**” means the Treaty that establishing the Eastern Caribbean Telecommunications Authority signed at St. George’s, Grenada on 4 May 2000 and includes that Treaty as amended from time to time;

“**Universal Service Obligation**” means the obligation to provide Universal Service as set out in Condition 3.1 of this Licence;

- 2.2 Any word, phrase or expression used in the Licence shall, unless the context requires otherwise, have the same meaning as it has in the Act.
- 2.3 Words importing the singular shall include the plural and vice versa.

3. SCOPE

- 3.1 The Licence enables the Licensee to establish, install and maintain an Internet Exchange facility or system for providing high-speed bandwidth connections to the Internet backbone to any operator licensed in [Member State], or to operators and corporations operating overseas.
- 3.2 This Licence is non-exclusive and is not intended to convey proprietary rights.

4. PRECONDITION

- 4.1 The rights of the Licensee set herein shall not take effect until the Licensee shall have paid to the Government the fees set out in the Act.

5. DURATION AND RENEWAL

- 5.1 This Licence is granted on the Effective Date for a period of five 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 [-] of the Act would cause the Minister to refuse a request for renewal.
- 5.3 Where a Licensee wishes to renew the Licence, the Licensee shall apply to the Minister in writing two 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 [-]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 other fees owed under the Licence.

6. ASSIGNMENT

- 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, subject to Clause 6.2 below.
- 6.2 The prior written consent of the Minister shall not be required by the Licensee where the assignment or transfer results from an internal reorganization of a body corporate that involves no change in the beneficial ownership thereof. The Licensee shall give prior notification to the Minister of the nature and extent of such assignment or transfer.

7. MODIFICATION, SUSPENSION AND REVOCATION

- 7.1 This licence shall be subject to modification, variation, suspension and revocation according to Sections [-] 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 submission received from the Licensee and other interested parties in relation to the proposed amendment;

PART II – LICENCE CONDITIONS

1. LICENCE FEES AND MONEYS OWED

- 1.1 The Licensee shall pay all fees prescribed under the Act.
- 1.2 If the Licensee owes money to the Government or ECTEL in relation to fees payable in respect of this Licence, the Licensee shall be in breach of the Licence in the Licensee

fails to pay that money within 90 days after receiving a written notice from the Minister indicating that payment is due.

2. EMERGENCIES

- 2.2 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 Telecommunications Services as the Minister shall reasonably determine are necessary in the public interest, provided that if the emergency extends beyond 30 calendar days, the Government will compensate the Licensee for any days in excess of thirty (30) calendar days.

3. LICENSEE'S OBLIGATIONS IN RELATION TO CUSTOMERS

- 3.1 The Licensee shall, in accordance with the Act take such steps as are necessary to ensure that in relation to the Licensed Services each customer can reasonably and reliably have access to information services to assist them with queries relating to the Licensed Services.
- 3.2 The Licensee shall meet the Quality of Service Obligations. The scope and terms of the quality of service obligation will be incorporated into this licence as an amended Annex B.
- 3.3 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 Regulations issued by the Minister.
- 3.4 The Licensee shall, no later than three (3) months after the Effective Date, submit to the Commission a form of Standard Customer Agreement containing the terms and conditions for the provision of Licensed Services to Customers.
- 3.5 The Licensee shall notify all customers of the terms and conditions of the Standard Customer Agreement in the manner specified in Regulations issued by the Minister and shall thereafter provide Licensed Services based upon the relevant Standard Customer Agreement.
- 3.6 The Licensee may from time to time modify the Standard Customer Agreement and shall notify the Commission and customers of such modification.
- 3.7 The Standard Customer Agreement and any modifications made under Clause 3.6 shall be compliant with the Act and Regulations and other applicable law. In the event that the

Standard Customer Agreement or modifications do not comply with the Act and Regulations and other applicable law, the Commission shall instruct the Licensee to amend the contract or modifications so that they are compliant and the Licensee shall make the appropriate amendments. Such amendments shall be notified to the Customer in accordance with Clause 4.6 and shall not have retroactive effect.

4. FREQUENCY

1. Nothing in the Licence empowers the Licensee to use Frequency that has not been granted in accordance with the Act.
2. The Licensee shall use the Authorised Frequency in accordance with the Regional Spectrum Management Plan and only for the purposes of providing the Licensed Services.

5. NON-DISCRIMINATION AND FAIR TRADING

- 5.1 The Licensed Services shall be provided, by the Licensee on an arm's length commercial basis with respect to all Affiliates of the Licensee.
- 5.2 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.
- 5.3 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.
- 5.4 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 relation to the Licensed Services as specified in Regulations issued by the Minister.
- 5.5 Without limiting the generality of Clause 5.4, any such act or omission shall include:
 - 5.5.1 any abuse by the Licensee, either independently or with others, of a dominant position; or
 - 5.5.2 entering into any contract or engaging in any concerted practice with any other party;

Where the effect of the conduct defined in Clauses 5.5.1 and 5.5.2 is, or is likely to be, a substantial lessening of competition in that or any other market.

- 5.6. For the purpose of Clause 5.5.1 of this Part, a Licensee may be considered as having a dominant position if the Commission has designated the Licensee as a dominant telecommunications provider.
- 5.7. A telecommunications provider shall be considered dominant in respect of a particular telecommunications market or markets in [Member State] in accordance with the Act.
- 5.8. A Licensee may make an application for a declaration of non-dominance in accordance with the Act.

6. INFORMATION REQUIREMENTS

- 6.1 The Licensee shall provide the Minister, the Commission and ECTEL with any relevant agreements (including agreement 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 ECTEL to carry out their functions under the Act and, in the case of ECTEL, under the Treaty, in such manner and at the times that the Minister, the Commission and ECTEL may request.

7. PRIVACY AND CONFIDENTIALITY

- 7.1 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.

8. PRE-NOTIFICATION OF CHANGES IN SHAREHOLDING

- 8.1 The Licensee shall obtain the Minister's prior written consent to any acquisition of shares or change in shareholding of the Licensee by any Person if, by reason of that acquisition or change, the total number of its shares in the Licensee held by that Person, together with any shares held by any nominee or trustee for that Person, immediately after the change or acquisition exceeds 25 per cent of the total number of shares in the Licensee where such shareholding did not already exceed 25 per cent prior to that change or acquisition.
- 8.2 The Licensee shall notify the Minister in writing thirty (30) days prior to the taking effect of the change or acquisition stated above.

9. FORCE MAJEURE

9.1 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) earthquake, hurricane, flood, fire, or explosions;
- (e) outbreak of pestilence or epidemics;
- (f) Government rationing of electricity or other wartime or emergency controls imposed by Government;
- (g) embargoes or trade restrictions;

9.2 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.

10. COMPLIANCE

10.1 The Licence 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 at [-] on this [-] day [-], 200[-].

.....
[Licensee]

.....
**Minister responsible for
Telecommunications**

ANNEX A

LICENSED SERVICES

1. The Licensee may establish a physical interconnection site for internet service providers (ISPs) licenced in [Member State] to exchange traffic between their networks and link to the global internet backbone that serves as a form of international transmission media. The exchange may aggregate a provider's traffic before transferring it to the internet backbone in other countries, thereby reducing the need for ISPs to establish their own direct links.
2. For the avoidance of doubt, nothing in this Licence grants a person any right to deliver the Licensed Services by means of any telecommunications facilities or telecommunications networks unless such rights have been granted under appropriate licences in accordance with the Act or any other legislation.

ANNEX B

QUALITY OF SERVICE OBLIGATIONS

The Licensee shall comply with any quality of service obligations which the NTRC, acting on a recommendation from ECTEL, may require.

APPENDIX IV

PROPOSED VALUE ADDED SERVICE LICENCE

LICENCE

**GRANTED BY THE MINISTER UNDER THE
TELECOMMUNICATIONS ACT NO..... of 200[-]**

TO

[LICENSEE]

FOR

THE PROVISION OF VALUE ADDED SERVICES

IN

[MEMBER STATE]

TABLE OF CONTENTS

PART I – THE LICENCE	3
1. LICENCE.....	3
2. INTERPRETATION.....	3
3. SCOPE OF LICENCE	6
4. PRECONDITION.....	6
5. DURATION AND RENEWAL.....	6
6. ASSIGNMENT.....	7
7. MODIFICATION, SUPENSION AND REVOCATION.....	7
PART 11- LICENCE CONDITIONS.....	8
1. LICENCE FEES AND MONIES OWED.....	8
2. EMERGENCIES.....	8
3. LICENSEE’S OBLIGATIONS IN RELATION TO CUSTOMERS.....	9
4. FREQUENCY.....	9
5. NON-DISCRIMINATION AND FAIR TRADING.....	10
6. INFORMATION REQUIREMENTS.....	11
7. PRIVACY AND CONFIDENTIALITY.....	11
8. PRE-NOTIFICATION OF CHANGES IN SHAREHOLDING.....	12
9. FORCE MAJEURE	12
10. COMPLIANCE.....	12
ANNEX A – LICENSED SERVICES	11
ANNEX B – QUALITY OF SERVICE OBLIGATIONS.....	12

VALUE ADDED SERVICE PROVIDER LICENCE

THE MINISTER, in accordance with the Telecommunications Act. No. [-] of 2000, and acting upon the recommendation of ECTEL, hereby grants this Licence to [Name of Provider] (hereinafter referred to as the Licensee) to provide a Telecommunications Value Added Service within [Member State] as specified herein.

PART 1 – LICENCE

1. LICENCE

1.1 Licence shall be known as the [Name of Licensee] Value Added Services Provider Licence 200[-].

2. INTERPRETATION

2.1 In this Licence:

“**Act**” means the Telecommunications Act 2000 and Regulations made thereunder;

“**Affiliate**” means, a body corporate that is the subsidiary of another body corporate, or where both corporate bodies are subsidiaries of the same body corporate, or each of them is controlled by the same person and if two bodies corporate are affiliated with the same body corporate at the same time, they are affiliated with each other.

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

“**Audiotex**” means a voice response application or service that solely allows users to enter and retrieve information over the telephone.

“**Basic Telecommunications Services**” means all telecommunication services, both public and private that involve end-to-end transmission of customer supplier information and includes but may not be limited to:

- (a) Voice telephone services;
- (b) Packet-switched data transmission services;
- (c) Circuit-switched data transmission services;
- (d) Telex services;

- (e) Telegraph services;
- (f) Facsimile services;
- (g) Private leased circuit services;
- (o) Other services as may from time to time be determined by the Minister, acting on a recommendation of ECTEL.

“**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;

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

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

“**Government**” means the Government of the [Member State];

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

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

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

“**Licensed Services**” means those Telecommunications Services detailed in **Annex A**;

“**Licensee**” means [Name of Licensee];

“**Live Audiotex**” means an audiotex service in which callers are connected to a live operator;

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

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

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

“Quality of Service Obligations” means the quality of service obligations set out in **Annex B** to this Licence;

“Regional Spectrum Management Plan” means the Spectrum Plan to be developed by ECTEL 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;

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

“Treaty” means the Treaty that establishes the Eastern Caribbean Telecommunications Authority signed at St. George’s, Grenada on 4 May 2000 and includes that Treaty as amended from time to time;

“Value Added Network” or “VAN” means a network using the facilities infrastructure or services of a licenced telecommunications provider, using hardware and software that permit enhanced telecommunication services to be offered.

“Value Added Service” means telecommunications services (other than basic telecommunications services) provided over a value added network, for which suppliers add value to the customer’s information by enhancing its form or content or by providing for its storage and retrieval and which may consist of, inter alia –

- (a) any kind of technological intervention that would act on the content, format or protocol or similar aspects of the signals transmitted or received by the customer in order to provide those customers with additional, different or restructured information;
- (b) the provision of authorised access to, and interaction with, processes for storing and retrieval of text and data;
- (c) managed data network services.

“Videotex” means an information service that allows users to retrieve and display data which is transmitted over television cables or telephone lines and displayed on a television or computer screen at home.

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

2.3 Words importing the singular shall include the plural and vice versa.

3. SCOPE

- 3.1 The Licensee is hereby authorized to establish, install, maintain and operate a value-added network (“VAN”) for the provision of any of the value added services described in Annex A, to the public.
- 3.2 This Licence is non-exclusive and is not intended to convey proprietary rights.

4. PRECONDITION

- 4.1 The rights of the Licensee set herein shall not take effect until the Licensee shall have paid to the Government the fees set out in the Act.

5. DURATION AND RENEWAL

- 5.1 This Licence is granted on the Effective Date for a period of five 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 [-] of the Act would cause the Minister to refuse a request for renewal.
- 5.3 Where a Licensee wishes to renew the Licence, the Licensee shall apply to the Minister in writing two 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 [-] 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 other fees owed under the Licence.

6. ASSIGNMENT

- 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, subject to Clause 6.2 below.

- 6.2 The prior written consent of the Minister shall not be required by the Licensee where the assignment or transfer results from an internal reorganization of a body corporate that involves no change in the beneficial ownership thereof. The Licensee shall give prior notification to the Minister of the nature and extent of such assignment or transfer.

7. MODIFICATION, SUSPENSION AND REVOCATION

- 7.1 This licence shall be subject to modification, variation, suspension and revocation according to Sections [-] 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 submission received from the Licensee and other interested parties in relation to the proposed amendment;

PART II – LICENCE CONDITIONS

1. LICENCE FEES AND MONEYS OWED

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

2. EMERGENCIES

- 2.2 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 Telecommunications Services as the Minister shall reasonably determine are necessary in the public interest, provided that if the emergency extends beyond 30 calendar days, the Government will compensate the Licensee for any days in excess of thirty (30) calendar days.

3. LICENSEE'S OBLIGATIONS IN RELATION TO CUSTOMERS

- 3.1 The Licensee shall, in accordance with the Act take such steps as are necessary to ensure that in relation to the Licensed Services each customer can reasonably and reliably have access to information services to assist them with queries relating to the Licensed Services.

- 3.2 The Licensee shall meet the Quality of Service Obligations. The scope and terms of the quality of service obligation will be incorporated into this licence as an amended Annex B.
- 3.3 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 Regulations issued by the Minister.
- 3.4 The Licensee shall, no later than three (3) months after the Effective Date, submit to the Commission a form of Standard Customer Agreement containing the terms and conditions for the provision of Licensed Services to Customers.
- 3.5 The Licensee shall notify all customers of the terms and conditions of the Standard Customer Agreement in the manner specified in Regulations issued by the Minister and shall thereafter provide Licensed Services based upon the relevant Standard Customer Agreement.
- 3.6 The Licensee may from time to time modify the Standard Customer Agreement and shall notify the Commission and customers of such modification.
- 3.7 The Standard Customer Agreement and any modifications made under Clause 3.6 shall be compliant with the Act and Regulations and other applicable law. In the event that the Standard Customer Agreement or modifications do not comply with the Act and Regulations and other applicable law, the Commission shall instruct the Licensee to amend the contract or modifications so that they are compliant and the Licensee shall make the appropriate amendments. Such amendments shall be notified to the Customer in accordance with Clause 4.6 and shall not have retroactive effect.

4. FREQUENCY

- 4.1 Nothing in the Licence empowers the Licensee to use Frequency that has not been granted in accordance with the Act.
- 4.2 The Licensee shall use the Authorised Frequency in accordance with the Regional Spectrum Management Plan and only for the purposes of providing the Licensed Services.

5. NON-DISCRIMINATION AND FAIR TRADING

- 5.1 The Licensed Services shall be provided, by the Licensee on an arm's length commercial basis with respect to all Affiliates of the Licensee.

- 5.2 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.
- 5.3 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.
- 5.4 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 relation to the Licensed Services as specified in Regulations issued by the Minister.
- 5.5 Without limiting the generality of Clause 5.4, any such act or omission shall include:
- 5.5.1 any abuse by the Licensee, either independently or with others, of a dominant position; or
- 5.5.2 entering into any contract or engaging in any concerted practice with any other party;
- Where the effect of the conduct defined in Clauses 5.5.1 and 5.5.2 is, or is likely to be, a substantial lessening of competition in that or any other market.
- 5.6 For the purpose of Clause 5.5.1 of this Part, a Licensee may be considered as having a dominant position if the Commission has designated the Licensee as a dominant telecommunications provider.
- 5.7 A telecommunications provider shall be considered dominant in respect of a particular telecommunications market or markets in [Member State] in accordance with the Act.
- 5.8 A Licensee may make an application for a declaration of non-dominance in accordance with the Act.

6. INFORMATION REQUIREMENTS

- 6.2 The Licensee shall provide the Minister, the Commission and ECTEL with any relevant agreements (including agreement 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 ECTEL to carry out their functions under the Act and, in the case of ECTEL, under the Treaty, in such manner and at the times that the Minister, the Commission and ECTEL may request.

7. PRIVACY AND CONFIDENTIALITY

- 7.1 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.

8. PRE-NOTIFICATION OF CHANGES IN SHAREHOLDING

- 8.1 The Licensee shall obtain the Minister's prior written consent to any acquisition of shares or change in shareholding of the Licensee by any Person if, by reason of that acquisition or change, the total number of its shares in the Licensee held by that Person, together with any shares held by any nominee or trustee for that Person, immediately after the change or acquisition exceeds 25 per cent of the total number of shares in the Licensee where such shareholding did not already exceed 25 per cent prior to that change or acquisition.
- 8.2 The Licensee shall notify the Minister in writing thirty (30) days prior to the taking effect of the change or acquisition stated above.

9. FORCE MAJEURE

- 9.1 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) earthquake, hurricane, flood, fire, or explosions;
 - e) outbreak of pestilence or epidemics;
 - f) Government rationing of electricity or other wartime or emergency controls imposed by Government;
 - g) embargoes or trade restrictions;

9.2 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.

10. COMPLIANCE

10.1 The Licence 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 this [-] day of [-]200[-].

.....
Minister responsible for Telecommunications

.....
[Licensee]

ANNEX A

LICENSED SERVICES

- a. The Licensee is authorized pursuant to the licence to provide to the public any of the following services, including inter alia:
- (a) Audiotex;
 - (b) Call Back/Call Re-Origination Services – where the services are International Direct Dial (“IDD”) call reversal services passing over another Licensee’s international telephone gateway and public switched telecommunication network or local call reversal services passing over any such Licensee’s public switched telecommunication network. It does not include the carriage of voice and/or data traffic over frame-relay or through leased circuits.
 - (c) International Calling Card Services – where the services use Personal Identification Number (PIN) validation and call routing through a Licensee’s international telephone gateway to provide IDD services.
 - (d) Live Audiotex - in which callers are connected to a live operator which provides information or advice on specific topics over the phone.
 - (e) Managed Data Network Services (MDNS) – involving services provided through the use of leased circuits subscribed from a relevant licensee, to establish and manage the services, circuits and networks for the conveyance of data and voice messages, on behalf of customers. The conveyance of messages may not necessarily involve format, code and protocol conversion. The MDNS includes at least 1 or more of the following types of features:
 - (i) co-ordination with telecommunication operators in the establishment and management of private circuits and networks;
 - (ii) provision of circuit capacity or bandwidth upon customer demand;
 - (iii) fault or traffic congestion monitoring;
 - (iv) alternative routing provision for fault restoration or relief of traffic congestion; and/or
 - (v) a single point of contact for customers and a single bill.
 - (f) Resale of Public Switched Telecommunications Services, involving the resale of, inter alia:

- (i) public switched telecommunications services;
 - (ii) public mobile telecommunications services;
 - (iii) public radio paging services;
 - (iv) public switched message services;
 - (v) public switched data services; and
 - (vi) public integrated services digital network services.
- (g) Store-and-Forward (“S&F”) value added services, i.e.:
- (i) Value-added data services – Such services are packet switched data services which convey end-to-end non-voice traffic by providing the value-added function of code and protocol conversion; and
 - (ii) Value-added messaging services – Such services include value-added S&F electronic-messaging service, value-added S&F facsimile, value-added S&F telex (excluding telegram) and value-added S&F forward voice mail services that provide 1 or more of the following value-added S&F functions on a non real-time basis:
 - (i) deferred delivery;
 - (ii) multi-addressing;
 - (iii) content and/or format conversion such as text-to-fax, text-to-telex, text-to-voice, fax-to-telex, fax-to-voice, telex-to-voice or vice versa with or without change in content;
 - (iv) processing of control information (e.g. destination address) with or without modification to the content; and/or
 - (v) any other conversion that provides the users with additional, different or restructured information.
- (h) Store-and-Retrieve (“S&R”) value added services which enable traffic between a user and the value-added network or between users. including:
- (i) on-line information and database retrieval services;
 - (ii) on-line information and data processing services;
 - (iii) voice information services;
 - (iv) electronic broking services;
 - (v) transaction services such as on-line shopping, on-line reservation service, etc.;
 - (vi) remote computing services;

- (vii) on-line games;
 - (viii) mailbox services including e-mailbox, voice-mailbox, facsimile-mailbox and multimedia mailbox;
 - (ix) electronic data interchange services;
 - (x) store-and-retrieve file transfer services;
 - (xi) electronic chatting services;
 - (xii) bulletin board services; and
 - (xiii) other multimedia services where the content or format of the telecommunication traffic is changed or processed.
- (i) Videotex; and
 - (j) Such other services which the Minister may determine based on the advice of the NTRC, acting on a recommendation from ECTEL.

ANNEX B

QUALITY OF SERVICE OBLIGATIONS

The Licensee shall comply with any quality of service obligations which the NTRC, acting on a recommendation from ECTEL, may require.

APPENDIX V

PROPOSED INTERNET PROTOCOL TELEPHONY LICENCE TEMPLATE

LICENCE

**GRANTED BY THE MINISTER UNDER THE
TELECOMMUNICATIONS ACT NO [-] OF 200[-]**

TO

[LICENSEE]

FOR

**PROVISION OF INTERNET PROTOCOL (IP) TELEPHONY
SERVICES**

IN

[MEMBER STATE]

TABLE OF CONTENTS

PART I – THE LICENCE	3
1. LICENCE.....	3
2. INTERPRETATION.....	3
3. SCOPE OF LICENCE	5
4. PRECONDITION	5
5. DURATION AND RENEWAL.....	5
6. ASSIGNMENT.....	5
7. MODIFICATION, SUPENSION AND REVOCATION	6
PART 11- LICENCE CONDITIONS	6
1. LICENCE FEES AND MONIES OWED	6
2. REGISTRATION OF CUSTOMER INFORMATION	6
3. CONDITIONALITY OF CUSTOMER INFORMATION	7
4. EMERGENCIES.....	7
5. PROVISION OF DIRECTORY ENQUIRY SERVICES	9
6. PROVISION OF INTERGRATED PRINTED DIRECTORIES	9
7. NUMBER PORTABILITY	10
8. QUALITY OF SERVICE	10
9. LICENCEE’S OBLIGATIONS TO CUSTOMERS	10
10. NON-DISCRIMINATION AND FAIR TRADING	11
11. INFORMATION REQUIREMENTS	11
12. PRIVACY AND COFIDENTIALITY	11
13. PRE-NOTIFICATIN OF CHANGES IN SHAREHOLDING	12
14. FORCE MAJEURE	12
15. COMPLIANCE.....	13
ANNEX A – LICENSED SERVICES	14
ANNEX B – QUALITY OF SERVICE OBLIGATIONS.....	15

INTERNET PROTOCOL TELEPHONY LICENCE

THE MINISTER, in accordance with the Telecommunications Act. No. of 2000, and acting upon the recommendation of the National Telecommunications Regulatory Commission (NTRC), hereby grants this Licence to [Name of Provider] (hereinafter referred to as the Licensee) to provide an Internet Protocol Telephony Service within [Member State] as specified herein.

PART I - LICENCE

1. LICENCE

- 1.1 This licence shall be known as the [Name of Licensee] Internet Protocol Telephony Licence 200[-].

2. INTERPRETATION

- 2.1 A word, phrase or expression used in this licence and conditions shall have the same meaning as ascribed to that word, phrase or expression in the Telecommunications Act....In addition the following expressions shall have the following meanings given to them:

- 2.2 In this Licence:

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

“**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.

“**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.

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

“**Commission**” means the Commission established under the Telecommunications 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;

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

“Effective Date” means [DATE OF LICENCE]

“Government” means the Government of the [Member State];

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

“Internet Telephony” means the transport of voice and data using Internet Protocol technology carried on any private telecommunications network, any public switched telecommunications network or a combination of both.”

“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.

“Licence” means this Licence together with the Annexes;

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

“Licence Term” means five years from the Effective Date;

“Licensed Services” means those Telecommunications Services detailed in Annex A;

“Licensee” means the holder of this Licence;

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

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

“Regional Spectrum Management Plan” means the spectrum plan to be developed by ECTEL 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;

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

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

3. SCOPE OF LICENCE

- 3.1 This Licence enables the Licensee to provide IP Telephony services using telephone numbers assigned for such purposes (referred to in this Licence as an “IP telephony number”) and to assign IP telephone numbers to the Licensee’s customers. Such services allow customers to make and receive voice, data and/or video calls using the same telephone number from any domestic or overseas location where broadband Internet access is available.
- 3.2 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 Commission the Fees set out in the Act.

5. DURATION AND RENEWAL

- 5.1 This Licence is granted from the Effective Date for a period of five 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 [-] 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 two (2) 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 [-] 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

- 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, subject to Clause 6.2 below.
- 6.2 The prior written consent of the Minister shall not be required by the Licensee where the assignment or transfer results from an internal reorganization of a body corporate that involves no change in the beneficial ownership thereof. The Licensee shall give prior notification to the Minister of the nature and extent of such assignment or transfer.

7. MODIFICATION, SUSPENSION AND REVOCATION

- 7.1 This Licence is subject to modification, revocation, suspension and variation according to Sections [-] 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 6 months 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.

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 or ECTEL, 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 indicating that payment is due.

2. REGISTRATION OF CUSTOMER INFORMATION

- 2.1 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) IP telephony number assigned to the customer; and
 - (c) Date of activation of the customer's account;
- 2.2 The Commission reserves the right to require the Licensee to record any other details as necessary in its register of customers.
- 2.3 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
- 2.4 The records in the register shall be kept at the Licensee's premises for a period of not less than 12 months from the date of termination of the Services to the customer or any other period that the Commission may require.

3. CONFIDENTIALITY OF CUSTOMER INFORMATION

- 3.1 The Licensee shall respect and ensure the confidentiality of customer information except under the following circumstances:
- (a) where sharing of subscriber information with other licensees is necessary to detect, prevent or investigate into fraud;
 - (b) 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
 - (c) where use of customer information is in accordance with applicable codes of practice, guidelines and directions which the Commission may issue from time to time relating to the protection and confidentiality of consumer information.

4. EMERGENCIES

- 4.1 The Licensee shall disclose in advance to its customers whether the Services it provides may be used to contact 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.

- 4.2 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:
- (a) 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;
 - (b) 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
 - (c) provide evidence to the Commission of the acknowledgement in paragraph 4.2 (b) above, within five working days; following a written request from the Commission;
 - (d) 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.
- 4.3 Where the Licensee does not offer access to emergency services as part of its service the Licensee shall:
- (a) provide customers with clear and readily accessible information at the Point of Signature, in the Terms and Conditions of Use and in any User Guide; that its Service does not provide access to Emergency Calls. The same information must also be provided to prospective customers as part of the Sales Process;
 - (b) 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 the Service will not provide any access to Emergency Calls.
 - (c) provide evidence to the Commission of the acknowledgement in paragraph 4.2 (b) above, within five working days; following a written request from the Commission;
 - (d) as part of the Terms and Conditions of Use, supply its customers with a clear and readily accessible printed statement, or an on-screen statement that the Customer is encouraged to print out, that Emergency Calls cannot be made using the Service;
 - (e) during the sales process, give the customer the choice whether to receive Labels (at no charge, other than reasonable postage and packaging if applicable) which state that Emergency Calls cannot be made using the Service, and recommend that Customers use these Labels on or near the relevant Service Access Terminal; where a screen or display is used with the Service, a Label could be an on-screen message or display

using a clear and readily accessible graphic, words or icon that Emergency Calls cannot be made using the Service; or in these and other circumstances a Label could be (at the Customer's choice) either a piece of paper to be attached to the Service Access Terminal or software facilities for producing such labels.

- (f) not charge its customers for any use of the services to contact the emergency services referred to in condition 4.3.
- 4.4 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.
- 4.5 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 Telecommunications 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.

5. PROVISION OF DIRECTORY ENQUIRY SERVICES

- 5.1 The Commission reserves the right to require the Licensee to do the following:
 - (a) to provide directory enquiry services based on an integrated customer database upon request to any person to whom the Licensee provides the Services; and
 - (b) to provide directory enquiry services for subscribers of other licensees and the licensee shall comply with such requirements imposed.

6. PROVISION OF INTEGRATED PRINTED DIRECTORIES

- 6.1 The Commission reserves the right to require the Licensee to do the following:
 - (a) to provide integrated directories for all subscribers at no charge (except with the approval of the Commission) and at annual intervals or any other intervals to be agreed with the Commission; and
 - (b) to exchange all relevant customer data with other licensees free-of-charge for the purpose of providing integrated directories and providing integrated directory enquiry services and the Licensee shall comply with such requirements imposed.

- 6.2 The Licensee shall, if necessary, and subject to charges, terms and conditions to be agreed with other licensees, provide integrated directories for their subscribers. In the event that agreement cannot be reached, Commission, whose decision shall be final, shall determine the matter.

7. NUMBER PORTABILITY

- 7.1 The Licensee shall at its own expense comply with any requirement and guidelines established by the Commission on number portability required to be implemented by the Licensee.

8. QUALITY OF SERVICE

- 8.1 The Commission reserves the right to establish minimum quality of service standards for the services provided by the Licensee with which the Licensee shall comply.

9. LICENSEE'S OBLIGATIONS TO CUSTOMERS

- 9.1 The Licensee shall, in accordance with 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 fault reporting, billing and directory assistance.
- 9.2 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.
- 9.3 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.
- 9.4 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.
- 9.5 The Licensee may from time to time modify the Standard Customer Agreement and shall notify the Commission and customers of such modification.
- 9.6 The Standard Customer Agreement and any modifications made under Clause 9.5 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 3.5 and shall not have retroactive effect.

10. NON-DISCRIMINATION AND FAIR TRADING

10.1 The Licensed Services shall be provided, by the Licensee on an arm's length commercial basis with respect to all Affiliates of the Licensee.

10.2 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.

10.3 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.

10.4 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 relation to the Licensed Services as specified in Regulations issued by the Minister.

10.5 Without limiting the generality of Clause 5.4, any such act or omission shall include:

10.5.1 any abuse by the Licensee, either independently or with others, of a dominant position; or

10.5.2 entering into any contract or engaging in any concerted practice with any other party;

Where the effect of the conduct defined in Clauses 10.5.1 and 10.5.2 is, or is likely to be, a substantial lessening of competition in that or any other market.

10.6 For the purpose of Clause 10.5.1 of this Part, a Licensee may be considered as having a dominant position if the Commission has designated the Licensee as a dominant telecommunications provider.

10.7 A telecommunications provider shall be considered dominant in respect of a particular telecommunications market or markets in [ECTEL State] in accordance with the Act.

- 10.8 A Licensee may make an application for a declaration of non-dominance in accordance with the Act.

11. INFORMATION REQUIREMENTS

- 11.1 The Licensee shall provide the Minister, the Commission and ECTEL, 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 ECTEL to carry out their functions under the Act and, in the case of ECTEL, under the Treaty, in such manner and at the times that the Minister, the Commission and ECTEL may request.

12. PRIVACY AND CONFIDENTIALITY

- 12.1 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.

13. PRE-NOTIFICATION OF CHANGES IN SHAREHOLDING

- 13.1 The Licensee shall notify the Minister of any acquisition of shares or change in shareholding of the Licensee, by any Person, if by reason of that acquisition or change, the total number of shares in the Licensee held by that Person, together with any shares held by any nominee or trustee for that Person, immediately after the change or acquisition exceeds 25 per cent of the total number of shares in the Licensee (where such shareholding did not already exceed 25 per cent prior to that change or acquisition).
- 13.2 The Licensee shall notify the Minister in writing sixty (60) days prior to the taking effect of such change or acquisition stated above.
- 13.3 Upon receipt of notification pursuant to clause 13.2 the Minister shall refer the matter to the Commission for its review and recommendation and where the Minister determines that such a change in shareholding is contrary to sections [-] of the Act the Minister shall within thirty (30) days of receipt the notice and in accordance with the provisions of the Act notify the Licensee of his intention to revoke, suspend vary or modify the said licence as the case may be.

- 13.4 Where the Minister fails to notify the Licensee of any changes in accordance with clause 13.3 herein the Licensee shall continue its operations in accordance with the provisions of this licence.

14. FORCE MAJEURE

- 14.1 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) earthquake, hurricane, flood, fire or explosion;
 - (e) outbreak of pestilence or epidemics;
 - (f) government rationing of electricity or other wartime or emergency controls imposed by Government;
 - (g) embargoes or trade restrictions;
- 14.2 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.

15. COMPLIANCE

- 15.1 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 of Telecommunication

ANNEX A

LICENSED SERVICES

3. The Licensee is entitled to convey voice or data, with or without added value, using internet protocol technology via means of a leased circuit connected to a public switched telecommunications network at both ends. The Licensee's services to customers enable them to make and receive voice, data and/or video calls using telephone numbers assigned for such purposes.
4. The Licensee shall be required to negotiate the necessary commercial arrangements with an Individual Licensee in [Member State] to whom numbers may be assigned, to obtain necessary services to permit provision of the services, including but not limited to IP Telephony numbers as an input to its own services. Licensees shall be entitled to negotiate the most appropriate commercial arrangements for provision of the services and may request intervention of the NTRC where licensees fail to reach agreement.
5. For the avoidance of doubt, the NTRC shall not allocate numbers to IP Telephony Licensees.
6. For the avoidance of doubt, nothing in this Licence grants a person any right to deliver the Licensed Services by means of any telecommunications facilities or telecommunications networks unless such rights have been expressly granted under appropriate licences in accordance with the Act or any other legislation.

ANNEX B

QUALITY OF SERVICE OBLIGATIONS

The Licensee shall comply with any standards, guidelines or directions which the NTRC, acting on a recommendation from ECTEL, may require.