

RESPONSE
TO
CONSULTATION ON (1) CONFIDENTIAL ASPECTS OF APPROVED
INTERCONNECTION AGREEMENTS AND (2) LIME'S PROPOSED REFERENCE
INTERCONNECTION OFFER (RIO)

LIME

Landline | Internet | Mobile | Entertainment

By E-mail to: consultation@ectel.int

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I. Introduction

1. CWI Caribbean Limited, on behalf of its affiliates Cable & Wireless Dominica Limited, Cable & Wireless (St. Lucia) Limited, Cable & Wireless Grenada Limited, Cable & Wireless St. Kitts and Nevis Limited and Cable & Wireless St. Vincent and the Grenadines Limited, all trading as LIME (“**LIME**”), is pleased to provide the following response to the Commission’s consultation in the matter of ‘(1) *Confidential Aspects of Approved Interconnection Agreements*; and (2) *LIME’s proposed Reference Interconnection Offer (RIO)*’ (the “**Consultation Document**”) published June 21, 2011.

II. Consultation on Confidential Aspects of Approved Interconnection Agreements

2. In the first part of the Consultation Document, ECTEL sets out two recommendations, to which LIME responds as follows:

Recommendation 1

ECTEL invites views on its recommendation that all currently approved interconnection agreements should be made available for download on ECTEL and NTRC websites.

Recommendation 2

ECTEL invites views on its recommendation that all parts of currently approved interconnection agreements should be published.

LIME Response to Recommendations 1 and 2

3. LIME supports ECTEL’s proposal for the publication of interconnection agreements on the NTRC and ECTEL websites. LIME is of the view that all currently approved interconnection agreements between all carriers in each market should be publicly available.

4. However, the final agreed charge for the Joining Service provided to each carrier is unique to that carrier based on their unique requirements. Given the relation of this information to the particular technical and commercial requirements of the carrier, including capacity and expected

demand for cross-network calling, LIME submits that this information, as contained in the approved interconnection agreements, ought properly to be treated as confidential and excluded from the public record. Publication of this information would supply competitors with commercially sensitive information about the other carriers' current and expected traffic, to the competitive disadvantage of those individual carriers. Furthermore, given each carrier's unique requirements, there would be no breach to principles of transparency and fairness in pricing occasioned by the absence from the public record of a carrier's joining service specifications.

5. LIME therefore proposes that the Joining Services charges contained in the Tariff Schedules of the currently approved interconnection agreements be excluded from publication.

III. Consultation On Cable And Wireless/Lime Proposed Reference Interconnection Offer ("RIO")

6. In the second part of the Consultation Document, ECTEL sets out five recommendations, to which LIME responds as follows:

Recommendation 1

ECTEL invites views on whether the RIO submitted by LIME is consistent with the requirements of the Telecommunications (Interconnection) Regulations currently in effect in ECTEL states.

LIME Response to Recommendation 1

7. LIME submits that the proposed RIO is consistent with the requirements of the *Telecommunications (Interconnection) Regulations* ("**the Regulations**") currently in effect in ECTEL states.

Recommendation 2

ECTEL invites views on whether the RIO contains all of the contents specified in the Regulations as being required for an interconnection agreement.

LIME Response to Recommendation 2

8. LIME submits that the proposed RIO contains all matters required under the Regulations.

Recommendation 3

ECTEL invites views on ensuring compliance with the rule against non-discrimination contained in the Act and Interconnection Regulations.

LIME Response to Recommendation 3

9. The use of the RIO as a basis for the negotiation of interconnection agreements in and of itself offers a degree of protection against discrimination. Notwithstanding the non-discrimination rule, however, LIME submits that ECTEL and the NTRCs ought to guard against creating an unduly burdensome obligation in respect of negotiated clauses which could have the effect of discouraging robust negotiations.

10. In particular, where, following negotiation, a carrier has, through the give and take of that negotiation, secured for itself a concession in its interconnection agreement which is embedded in the RIO, LIME ought not to be obliged to reopen negotiations with each carrier with whom it has already completed negotiations and arrived at a final agreement. The practical effect of such a requirement would be that each small deviation from the RIO in an interconnection agreement would trigger a new negotiation with every other interconnected party and the process would have no end. Moreover, a carrier would have the opportunity to cherry pick amended clauses without making any of the concessions that may have been made by the carrier that had originally negotiated the change. LIME submits that such a position would place an onerous burden on LIME and would not further the cause of fair and efficient negotiation of interconnection agreements.

11. ECTEL has indicated that the RIO is not intended to fix negotiations between the parties. However, the mere fact that each change to the RIO would then have to be offered to every other carrier, both new and already having an interconnection agreement, is a disincentive to negotiation.

12. As a basis for interconnection agreements, the RIO provides a minimum offer to a carrier seeking a new agreement. In the same vein, therefore, LIME submits that it is the terms of the RIO rather than the terms of a negotiated interconnection agreement that should be taken into account.

Recommendation 4

ECTEL invites views on the relationship between the RIO once adopted and existing interconnection agreements.

LIME Response to Recommendation 4

13. LIME submits that existing interconnection agreements should continue to remain in force until their natural expiration or other termination. This will ensure a degree of continuity and stability in the contractual relationships among carriers in the ECTEL countries.

14. LIME notes that, in any event, the RIO is consistent with the existing agreements.

Recommendation 5

ECTEL invites views on whether the proposed RIO should be approved and if not, what changes, if any, should be required in order to enable the RIO to be approved.

LIME Response to Recommendation 5

15. LIME submits that the proposed RIO should be approved in its present form. The proposed RIO is consistent with the requirements of the Regulations and, as indicated by ECTEL, its contents are consistent with similar RIOs submitted by LIME in other Caribbean jurisdictions, as well as other currently approved interconnection agreements in ECTEL states.

IV. Closing Remarks

16. LIME thanks ECTEL and the NTRCs for the opportunity to participate in the consultation.

Kindly send any communication in relation to this consultation to:

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