



GOVERNMENT OF SAINT LUCIA

Ministry of Infrastructure, Port Services and Transport,
Union,
Saint Lucia, West Indies

December 12th 2011

Mr. Embert Charles
Managing Director
ECTEL
P.O.Box 1886
Vide Boutielle
Castries

Dear Mr. Charles,

The Public Utilities Department is pleased to provide comments on the Consultative Document for Licence Templates and Revised Fee Schedule in ECTEL States.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Barrymore Felicien', written over a printed name.

Barrymore Felicien
Chief Public Utilities Officer

MOBILE VIRTUAL NETWORK OPERATOR LICENCE

Recommendations should always be transmitted via NTRC and not directly to the minister. The reason being NTRC is the regulator responsible for regulating the market; they need to own the recommendation because they, not ECTEL, will be called upon to defend its implementation.

This applies to all the licences templates

2. INTERPRETATION

Is this the same as saying: "where there is conflict in interpretation of a word or phrase between the licence and the Act, the interpretation of the Act will supersede"?

ANNEX A

LICENSED SERVICES

(a) Will the NTRC and Ectel be setting guidelines as to the fee structure for the PMT provider and the Mobile Virtual Network Operator Licensee; and any other Licensee that has to use an existing network?

PART II – LICENCE CONDITIONS

1. LICENCE FEES AND MONEYS OWED

1.2 ... the Licensee shall be in breach of the Licence "if" the Licensee fails to pay that money ...

VALUE ADDED SERVICE PROVIDER LICENCE

2. INTERPRETATION

- 2.1 Shouldn't 2.1 be the following as is the case in the IPT Licence?: "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:

There should be definitions for "Application and Initial Fees"

6. INFORMATION REQUIREMENTS

- 6.2 should be "6.1"

A question to consider in this issue "Is ECTEL legally liable for protection of information given or actions they may take based on the information received?"

INTERNET EXCHANGE SERVICE LICENCE

ANNEX A

LICENSED SERVICES

1. There should there be a requirement to provide security of the information exchanged.

INTERNET PROTOCOL TELEPHONY TEMPLATE

PART II – LICENCE CONDITIONS

15. Compliance

15.1 In the Internet Protocol Telephony Template, Signatory Section: In the signatory name/Title the 's' is missing at the end of Telecommunication in "Minister of Telecommunication". Also this Title is not consistent with the Title in the other template which reads "Minister responsible for Telecommunications"

All License Templates

PART I -The Licence

1 Licence

1.1 In Part 1 of the License documents, subsection 1.1: Shouldn't there be a comma (,) or the word 'of' between the **License name** and **Year** (in the sentence "..... shall be known as the [Licence Name] [Year]"

RESALE OF LEASED CIRCUIT TEMPLATE and PROVISION OF INTERNET EXCHANGE SERVICE TEMPLATES

PART II – LICENCE CONDITIONS

COMPLIANCE SECTION

In the Resale of Leased Circuit Template (Part II, Section 9.1) and the Provision of Internet Exchange Service Template, (Part II, Section 15.1), the places for the signatories to sign are side by side, whereas in the other templates which have two signatories they are located top/bottom. Is there any reason why?