

# Telecommunications Services of Trinidad and Tobago Limited

Form No. 050585

Registered Office: P.O. Box 3, 1 Edward Street Port of Spain, Trinidad, West Indies. Telephone: (868) 625-4431 / 2 Fax: (868) 627-0856

Ref. No. 00153/24/12

30<sup>th</sup> March, 2012

Mr. Cris Seecheran Chief Executive Officer Telecommunications Authority of Trinidad and Tobago #5 Eighth Avenue Extension Off Twelfth Street BARATARIA.

Dear Mr. Seecheran,

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## Re: CCTL Interconnection Agreement

Please find enclosed a copy of the Amendment #4 to the Interconnect Agreement made between the Telecommunications Services of Trinidad and Tobago (TSTT) and Columbus Communications Trinidad Limited (CCTL).

The enclosed documents are being submitted in accordance with PART III section 18(1) of the Telecommunications (Interconnect) Regulations, 2006.

Should you have any questions concerning the enclosed Amendment #4, we remain available to discuss and explain any element that may require clarification. Please do not hesitate to contact the undersigned to schedule any such discussions.

Yours sincerely,

Ed Duke

Head Regulatory & Policy Affairs Regulatory & Policy Affairs Department

Encl.





## Telecommunications Services of Trinidad and Tobago Limited

Form Ho. 050385

Registered Office: P.O. Box 3, 1 Edward Street Port of Spain, Trinidad, West Indies. Telephone: (868) 625-4431 / 2 Fax: (868) 627-0856

Ref. No. 00153/24/12

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Yours sincerely,

Ed Duke

Head Regulatory & Policy Affairs
Regulatory & Policy Affairs Department

Encl.



# Interconnection Agreement

Columbus Communications
Trinidad Limited

# Agreement for the Provision of the Incoming International Call Termination to PSTN Service

Between: Telecommunications Services of Trinidad and Tobago Limited, a limited

liability company duly incorporated and existing under the laws of the Republic Trinidad and Tobago having its principal office situate at 1 Edward Street, Port of Spain, Trinidad ("Customer or Service Taker").

And: Columbus Communications Trinidad Limited a limited liability

company duly incorporated and existing under the Laws of

Trinidad and Tobago, having its principal place of

business and its registered office at 29 Victoria Square, Port of Spain, Trinidad, West Indies ("CCTL or Service Supplier")

WHEREAS the Parties entered into an Interconnection Agreement dated June 20<sup>th</sup> 2007 (hereinafter referred to as "the Interconnection Agreement") and agreed to interconnect their respective networks in accordance with the terms and conditions of the Agreement.

WHEREAS the Parties are desirous of excluding the provision of Incoming International Call Termination to PLMN and PSTN Service from the Interconnection Agreement and making provision for the same under the terms of this Agreement

## 1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement, unless the context otherwise requires:

Call means the set-up, holding and ending of a transmission path through the system of either Party into the system of the other Party for conveyance of messages within 3.1 KHz speech service in accordance with the relevant technical specifications, as agreed by CCTL and Customer, and reference to the conveyance of Calls by a Party means the establishment by that Party of a transmission path through that Party's system and the conveyance by that Party in accordance with this Agreement of such messages (if any) over such transmission path.

Carrier System means the Customer's Optical Line Termination Equipment, the matching CCTL Optical Line Termination Equipment for the relevant route, one or more 64Kbps Network Signalling Links and the point-to-point Optical Fibre between the Customer and the CCTL location.

Country means Trinidad and Tobago



**Designated Purpose** means the purpose referred to in paragraph 2.5 for which the Service is provided.

The Incoming International Call Termination to PLMN Service or Service means the service of that name more particularly described herein

The Incoming International Call Termination to PSTN Service or Service means the service of that name more particularly described herein.

Point of Connection means a physical point between the systems of CCTL and the Customer at which the provision of and responsibility for the service starts or ends.

PLMN means a public land mobile network in the Country

**PSTN** means a public switched telephone network or fixed domestic voice network in the Country

Service Supplier means CCTL

Service Taker means Customer

**Signaling Transfer Point** means a CCSS7 signaling facility in the CCTL or the Customer's Network.

**Subscriber** means an end-user with whom the Customer has entered into an agreement for the provision of publicly available telecommunication services.

Subscriber Connection means the point at which a Subscriber connects to the Service Supplier's PSTN network.

Third Party International Telecom Provider means a Third Party Telecoms Provider licensed to operate outside of the Country, and providing services outside of the Country, other than CCTL or the Customer.

Third Party Telecoms Provider means the holder of a Concession to provide telecommunications services in the Country other than CCTL or the Customer.

1.2 This Agreement and any Attachments shall be deemed to form a part of the Service Provider Agreement.

## 2. SERVICE

2.1 The Service will provide conveyance of Calls which originate on the System of a Third Party International Telecom Provider and conveyed via the Service Taker's System, from the Point of Connection defined by the Joining Service to the

applicable Service Supplier PSTN Subscriber Connections. Calls must be addressed to valid number ranges associated with the Service Supplier PSTN Subscriber Connections. The Calls will originate from Third Party International Telecom Providers in countries outside of Trinidad and Tobago selected by the Service Taker.

- 2.2 The list of countries and categories will be amended from time to time to include any additional numbers to which calls are to be conveyed pursuant to this Service, or to remove numbers.
- 2.3 CCTL will not convey Calls pursuant to this Agreement addressed to number ranges outside the country.
- 2.4 The Service is available only to holders of Concessions licensed to operate a Mobile or Fixed Telecommunications Network in the Country.
- 2.5 The service is provided in conjunction with a Carrier System.
- 2.5 The Designated Purpose is the conveyance of voice telephone calls from the Third Party International Telecom Providers terminating to Service Supplier subscriber connections in Country in the manner described in paragraph 2.1 hereof.
- 2.6 The Customer undertakes that it shall not use or cause the Service be used other than in accordance with the Designated Purpose. Without in any way restricting breaches of this Agreement being deemed as material breaches, a breach of this clause shall be deemed to be a material breach of this Agreement.

## 3. SERVICE COMMENCEMENT AND DURATION

- 3.1 The Service Commencement Date in respect of the Service shall be the 1st April 2012.
- 3.2 The Term for this Service shall be from the date hereof to the date of expiration of the Interconnection Agreement.

## 4. CCTL's OBLIGATIONS

- 4.1 CCTL will be responsible for the metering and billing necessary to charge the Customer for all Calls passed by the Service Taker from a Third Party International Telecom Provider via the CCTL PSTN.
- 4.2 CCTL will be responsible for monitoring and managing the Service from the Point of Connection to the applicable Service Supplier PSTN Subscriber Connections.



#### 5. CUSTOMER OBLIGATIONS

- 5.1 The Service Taker will be responsible for the end-to-end supervision of Calls conveyed to the Service Supplier via the Service.
- 5.2 The Service Taker will be responsible for monitoring and managing the Service from Third Party International Telecom Provider to the Point of Connection. For the avoidance of doubt, access to CCTL's and Service Taker's management systems will not be provided.
- 5.3 The Service Taker will not make any representation or warranty, or offer any indemnity to or otherwise make any commitment to Third Party International Telecom Provider on behalf of CCTL.

## 6. BIMEING PERIOD

- 6.1 The Billing Period in respect of the Service shall be monthly. The Billing Period shall commence on the Service Commencement Date for that particular circuit. Billing will be in arrears for services received.
- 6.2 Billing is calculated on a per-tenth of a second basis.

## 7. CONFIGURATION

7.1 The Service will be provided at the CCTL location specified in Annex II hereto.

#### 8. CHARGES

8.1 The Charges for the Service are set out in Rate Table shown as Annex I hereto.

## 9. QUALITY OF SERVICE

- 9.1 CCTL will provide the Service 24 hours a day, every day, in accordance with the quality of service principles and levels set out in the Annex III hereto.
- 9.2 Quality of Service Levels and Fault Restoration Times for the Service will be measured and reported by CCTL in accordance with the Service Quality Attachment hereto.

Customer Initials \_\_\_\_\_

CCTL Initials

Signed on behalf of Telecommunications Service of Trinidad and Tobago Limited	<b>s</b> )	
by LISA NGARIZ	)	
by LISA NGARIZ	)	Assa Mard
In the presence of	) _)	
Signed on behalf of Columbus Communications Trinidad Limited by:	)	
Li Ca	)	BRIAN G COLLINS,
in the presence of:	Ć	
Quator	)	OPAL LAYER

## ANNEX I

## 1. APPLICABLE RATES

Incoming International Call Termination to PSTN Service

Usage Charges

Payable by Service Taker to Service Supplier

Call duration charge TT\$ per 60 secs

The Parties further agree that they will offer to international carriers desirous of terminating international traffic into Trinidad and Tobago the following:-

(ii) For calls terminating on a domestic fixed network a rate that shall be no less than US\$

Customer Initials \_\_\_\_\_

CCTL Initials Po\_

## ANNEX II

## Service supplied at the following CTTL Location:

#	CTTL Location
1	

## **ANNEX III**

## QUALITYOF SERVICE

## Incoming International Call Termination to PSTN Service

Fault Restoration Times	Time in which faults are repaired following notification through the Fault Control Centre (hours)	
Faults concerning the Incoming International Call Termination to PSTN Service	80% of Faults to be resolved in 8 hours 95% of Faults to be resolved in 33 hours Remaining faults to be resolved by agreement	





# Agreement for the Provision of the Incoming International Call Termination to PLMN and PSTN Service

Between: Telecommunications Services of Trinidad and Tobago Limited, a limited

liability company duly incorporated and existing under the laws of the Republic Trinidad and Tobago having its principal office situated at 1 Edward Street, Port of Spain, Trinidad ("TSTT or Service Supplier").

And: Columbus Communications Trinidad Limited a limited liability

company duly incorporated and existing under the Laws of

Trinidad and Tobago, having its principal place of

business at 29 Victoria Square, Port of Spain, Trinidad, West Indies

("Customer or Service Taker")

WHEREAS the Parties entered into an Interconnection Agreement dated June 20<sup>th</sup> 2007 (hereinafter referred to as "the Interconnection Agreement") and agreed to interconnect their respective networks in accordance with the terms and conditions of the Agreement.

WHEREAS the Parties are desirous of excluding the provision of Incoming International Call Termination to PLMN and PSTN Service from the Interconnection Agreement and making provision for the same under the terms of this Agreement

## 1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement, unless the context otherwise requires:

Call means the set-up, holding and ending of a transmission path through the system of either Party into the system of the other Party for conveyance of messages within 3.1 KHz speech service in accordance with the relevant technical specifications, as advised by TSTT, and reference to the conveyance of Calls by a Party means the establishment by that Party of a transmission path through that Party's system and the conveyance by that Party in accordance with this Agreement of such messages (if any) over such transmission path.

Carrier System means the Customer's Optical Line Termination Equipment, the matching TSTT Optical Line Termination Equipment for the relevant route, one or more 64Kbps Network Signalling Links and the point-to-point Optical Fibre between the Customer and the TSTT location.

Country means Trinidad and Tobago

Customer Initials

**Designated Purpose** means the purpose referred to in paragraph 2.5 for which the Service is provided.

The Incoming International Call Termination to PLMN Service or Service means the service of that name more particularly described herein

The Incoming International Call Termination to PSTN Service or Service means the service of that name more particularly described herein.

Point of Connection means a physical point between the systems of TSTT and the Customer at which the provision of and responsibility for the service starts or ends.

PLMN means a public land mobile network in the Country

PSTN means a public switched telephone network or fixed domestic voice network in the Country

Service Supplier means TSTT

Service Taker means Customer

Signaling Transfer Point means a CCSS7 signaling facility in the TSTT or the Customer's Network.

Subscriber means an end-user with whom the Customer has entered into an agreement for the provision of publicly available telecommunication services.

Subscriber Connection means the point at which a Subscriber connects to the Service Supplier's PLMN network and or PSTN network.

Third Party International Telecom Provider means a Third Party Telecoms Provider licensed to operate outside of the Country, and providing services outside of the Country, other than TSTT or the Customer.

Third Party Telecoms Provider means the holder of a Concession to provide telecommunications services in the Country other than TSTT or the Customer.

1.2 This Agreement and any Attachments shall be deemed to form a part of the Service Provider Agreement.

#### 2. SERVICE

2.1 The Service will provide conveyance of Calls which originate on the System of a Third Party International Telecom Provider and conveyed via the Service Taker's System or pursuant to the PSTN transit service, from the Point of Connection

Customer Initials

TSTT Initials \_\_\_\_

defined by the Joining Service to the applicable Service Supplier PLMN or PSTN Subscriber Connections. Calls must be addressed to valid number ranges associated with the Service Supplier PLMN and or PSTN Subscriber Connections. The Calls will originate from Third Party International Telecom Providers in countries outside of Trinidad and Tobago selected by the Service Taker.

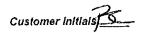
- 2.2 The list of countries and categories will be amended from time to time to include any additional numbers to which calls are to be conveyed pursuant to this Service, or to remove numbers.
- 2.3 TSTT will not convey Calls pursuant to this Agreement addressed to number ranges outside the country.
- 2.4 The Service is available only to holders of Concessions licensed to operate a Mobile or Fixed Telecommunications Network in the Country.
- 2.5 The service is provided in conjunction with a Carrier System.
- 2.5 The Designated Purpose is the conveyance of voice telephone calls from the Third Party International Telecom Providers terminating to Service Supplier subscriber connections in Country in the manner described in paragraph 2.1 hereof.
- 2.6 The Customer undertakes that it shall not use or cause the Service to be used other than in accordance with the Designated Purpose. Without in any way restricting breaches of this Agreement being deemed as material breaches, a breach of this clause shall be deemed to be a material breach of this Agreement.

## 3. SERVICE COMMENCEMENT AND DURATION

- 3.1 The Service Commencement Date in respect of the Service shall be the 1st April 2012.
- 3.2 The Term for this Service shall be from the date hereof to the date of expiration of the Interconnection Agreement.

## 4. TSTT's OBLIGATIONS

- 4.1 TSTT will be responsible for the metering and billing necessary to charge the Customer for all Calls passed by the Service Taker from a Third Party International Telecom Provider via the TSTT PSTN and PLMN.
- 4.2 TSTT will be responsible for monitoring and managing the Service from the Point of Connection to the applicable Service Supplier PLMN or PSTN Subscriber Connections.



## 5. CUSTOMER OBLIGATIONS

- 5.1 The Service Taker will be responsible for the end-to-end supervision of Calls conveyed to the Service Supplier via the Service.
- 5.2 The Service Taker will be responsible for monitoring and managing the Service from Third Party International Telecom Provider to the Point of Connection. For the avoidance of doubt, access to TSTT's and Service Taker's management systems will not be provided.
- 5.3 The Service Taker will not make any representation or warranty, or offer any indemnity to or otherwise make any commitment to Third Party International Telecom Provider on behalf of TSTT.

## 6. BILLING PERIOD

- 6.1 The Billing Period in respect of the Service shall be monthly. The Billing Period shall commence on the Service Commencement Date for that particular circuit. Billing will be in arrears for services received.
- 6.2 Billing is calculated on a per tenth of a second basis.

## 7. CONFIGURATION

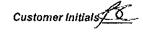
7.1 The Service will be provided at the TSTT location specified in Annex II hereto.

## 8. CHARGES

8.1 The Charges for the Service are set out in Rate Table shown as Annex I hereto.

## 9. QUALITY OF SERVICE

- 9.1 TSTT will provide the Service 24 hours a day, every day, in accordance with the quality of service principles and levels set out in the Annex III hereto.
- 9.2 Quality of Service Levels and Fault Restoration Times for the Service will be measured and reported by TSTT in accordance with the Service Quality Attachment hereto.



Signed on behalf of Telecommunications Services of Trinidad and Tobago Limited )	
by HEA MOTHER  Vol. LEGITZ	Lua Vand
In the presence of $\mathcal{A}$	Ma Nyara
Signed on behalf of Columbus Communications  Trinidad Limited  by:  in the presence of:	BRIAN & COLLINS
Carfor,	OPAL LAWTON

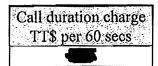
## ANNEX I

## 1. APPLICABLE RATES

Incoming International Call Termination to PSTN Service

Usage Charges

Payable by Service Taker to Service Supplier

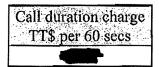


Incoming International Call Termination to PLMN Service

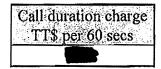
Usage Charges

Payable by Service Taker to Service Supplier. Charges for this service consist of Transit Charges. Transit Charges are applied only when the Service Supplier transits the call over its fixed network for termination on a mobile network.

## Transit part



## Mobile Termination part



The Parties further agree that they will offer to international carriers desirous of terminating international traffic into Trinidad and Tobago the following:-

- (i) For calls terminating on a domestic mobile network a rate that shall be no less than US\$
- (ii) For calls terminating on a domestic fixed network a rate that shall be no less than US\$



## ANNEX II

## Service supplied at the following TSTT Location:

-	#	TSTT Location
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- (	1	
ı	1	

Customer Initials

## ANNEX III

## QUALITYOF SERVICE

## Incoming International Call Termination to PLMN Service

Fault Restoration Times	Time in which faults are repaired following notification through the Fault Control Centre (hours)
Faults concerning the Incoming International Call Termination to PLMN Service	80% of Faults to be resolved in 8 hours 95% of Faults to be resolved in 33 hours Remaining faults to be resolved by agreement

## Incoming International Call Termination to PSTN Service

Fault Restoration Times	Time in which faults are repaired following notification through the Fault Control Centre (hours)
Faults concerning the Incoming International Call Termination to PSTN Service	80% of Faults to be resolved in 8 hours 95% of Faults to be resolved in 33 hours Remaining faults to be resolved by agreement

Customer Initials

# Amendment #4 to Interconnection Agreement between Telecommunications Services of Trinidad and Tobago Limited and Columbus Communications Trinidad Limited

This Amendment, made and effective this 1st day of April, 2012

BETWEEN: Telecommunications Services of Trinidad and Tobago Limited, a company incorporated pursuant to the laws of Trinidad and Tobago and having its principal place of business at No. 1 Edward Street, Port of Spain, Trinidad, West Indies (hereinafter called "TSTT"), of the First Part,

AND: Columbus Communications Trinidad Limited a limited liability company duly incorporated and existing under the Laws of Trinidad and Tobago, having its principal place of business and its registered office at 29 Victoria Square, Port of Spain, Trinidad, West Indies (hereinafter referred to as "FLOW") of the Second Part.

WHEREAS the Parties entered into an Interconnection Agreement dated June 20th 2007 (hereinafter referred to as "the Agreement") and agreed to interconnect their respective networks in accordance with the terms and conditions of the Agreement.

WHEREAS the Parties entered into an Amendment Agreement #1 effective from the 7th September 2008. Under clause 1.4 of the Amendment Agreement #1, the Tariff Schedule (Schedule 6) to the Agreement was amended inter alia by adding a new category of Special Access Service called National Freephone Service.

WHEREAS the Parties entered into an Amendment Agreement #2 effective from the 30th October 2008.

WHEREAS the Parties entered into an Amendment Agreement #3 effective from the 23rd April 2010. Under clause 3 of the Amendment Agreement #3, the parties amended the Tariff Schedule (Schedule 6) to the Agreement by adding transit charges to the National Freephone Service.

WHEREAS the Parties are desirous of amending the Agreement as well as the Amendment Agreements #1 and #3.



**NOW THEREFORE** in consideration of the mutual promises and covenants hereinafter set forth, TSTT and FLOW hereby agree as follows:

## 1. AMENDMENT

- 1.1 The Agreement as well as the Amendment Agreements #1 and #3 are amended by substituting Schedule 6 (Tariff Schedule) as amended by the Amendment Agreements with a new comprehensive Schedule 6, attached as Appendix A hereto, which will be the new Schedule 6 (Tariff Schedule) to the
- Agreement.
- The parties further agree that Incoming International Call Termination to PLMN and PSTN Services shall not be included as part of the Agreement and as such all references to such services in the Agreement shall be disregarded.
- 3. Except as expressly amended by this Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment under the hands of their duly authorized officers

Telecommunications Services of	Columbus Communications
By: UA AM	Trinidad Limited
Name: FISA AGTRO	Name: BRIAN & COLLINS
Title: V.P. LEUM	Title: MANAGING DIRECTOR
Witnessed:	Witnessed: Obuton

OPEL LAWTIN

## APPENDIX A

## **SCHEDULE 6**

All tariffs in this schedule are presented excluding applicable taxes but are subject to those taxes at the prevailing rate.

Call Durations are specified in this document as a charge of TT\$ per 60s. However, pursuant to the terms of the Service Descriptions, Calls will be measured to an accuracy of  $1/10^{th}$  of a second, and the Charges will be the sum of the month's measurements rounded to the nearest minute. Further detail of the billing process and procedures can be found in the Joint Working Manual.

## PART 1. JOINING SERVICES

## Optical In-span Joining Service

The following table provides unit costs of the elements of the investment undertaken by the Service Provider. No one-off or monthly charges shall be valid unless agreed in advance in writing by FLOW in advance of any work being performed. The parties acknowledge that this fee has already been paid.

## Optical In-span Joining Service

One-off (TT\$)		Monthly recurring	(TT\$)
One-off Joining fee (VAT inclusive)	N/A	Recurrent Joining fee (VAT inclusive)	N/A
Fiber Provision Charge (VAT inclusive)	N/A	Ducting (VAT inclusive)	S CONTRACTOR OF THE CONTRACTOR



## **PART 2. TERMINATION SERVICES**

## **PSTN Terminating Access Service**

## **Usage Charges**

Payable by Service Taker to Service Supplier

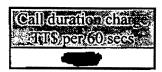


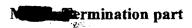
## **PLMN Terminating Access Service**

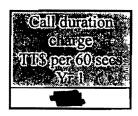
## **Usage Charges**

Payable by Service Taker to Service Supplier - Charges for this service consist of Transit Charges. Transit Charges are applied only when the Service Supplier transits the call over its fixed network for termination on a mobile network.

## Transit part





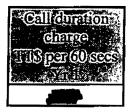




## PART 3. SPECIAL ACCESS SERVICES Emergency Services Access Service

## **Usage Charges**

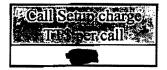
Payable by Service Taker to Service Supplier



## National DQ Services

## **Usage Charges**

Payable by Service Taker to Service Supplier



## International DQ Service

## **Usage Charges**

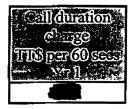
Payable by Service Taker to Service Supplier



## National Free-phone Access Service

## **Usage Charges**

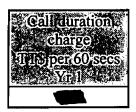
Payable by Service Supplier to Service Taker, where Service Taker is a Domestic Mobile Operator





## **Usage Charges**

Payable by Service Supplier to Service Taker, where Service Taker is a Domestic Fixed Operator



## International Freephone Access Service

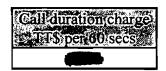
## **Usage Charges**

Payable by Service Supplier to Service Taker



## Transit Charges for National and International Freephone Access Services

Payable by Service Supplier to the Party providing Transit Service



## PART4. PSTN TRANSIT SERVICES PSTN Transit Service

## **Usage Charges**

Payable by Service Taker to Service Supplier



