

LEGAL NOTICE NO. 97

REPUBLIC OF TRINIDAD AND TOBAGO

THE TELECOMMUNICATIONS ACT, 2001

REGULATIONS

MADE BY THE MINISTER UNDER SECTION 78(1) OF THE  
TELECOMMUNICATIONS ACT

THE TELECOMMUNICATIONS (INTERCONNECTION)  
REGULATIONS, 2006

1. These Regulations may be cited as the Telecommunications Citation  
(Interconnection) Regulations, 2006.

PART I

PRELIMINARY

2. (1) In these Regulations—

“Act” means the Telecommunications Act;

“Authority” means the Telecommunications Authority;

“concessionaire” means the holder of a concession issued under  
section 21 of the Act but does not include the holder of a  
concession to provide a broadcasting service;

“equal access” means the ability of a customer to choose in a  
transparent and equal manner between two or more  
competing service providers;

“essential interconnection resource” means an interconnection  
resource for which no practical and viable alternative  
exists;

“interconnection agreement” means a legally binding  
agreement between concessionaires made in accordance  
with section 25(2)(e) of the Act, respecting the linking of  
their networks in order to provide telecommunication  
services;

“interconnecting concessionaire” means a concessionaire who  
seeks interconnection from another concessionaire;

“interconnection provider” means a concessionaire who  
provides interconnection to an interconnecting  
concessionaire;

Interpreta-  
tion  
No. 4 of 2001

“interconnection request” means a request for interconnection made in accordance with regulation 11;

“interconnection resource” means a component of a network or a combination of such components that is required for the provision of an interconnection service;

“interconnection service” means a service provided by an interconnection provider to an interconnecting concessionaire linking the public telecommunications networks or public telecommunications services of both concessionaires to—

(a) allow the users of the public telecommunications services of either concessionaire to communicate with the users of the public telecommunications services of the other; and

(b) to access the services provided by the other concessionaire;

“interconnection link” means a transmission path connecting the point of interconnection with the network of an interconnecting concessionaire;

“network termination point” means the point at the customer’s premises where the physical connection to the interconnection provider’s network is effected;

“Non-disclosure Agreement” means an agreement substantially in the form set out in the First Schedule, that seeks to protect the confidentiality of information provided by one concessionaire to another for the purpose of interconnection;

“number portability” means the ability of a customer to retain the same telephone number on changing telephone service providers;

“point of interconnection” means a point on the interconnection provider’s network where physical connection is allowed to any interconnecting concessionaire to act as a gateway between networks and enable the exchange of telecommunications services between or among networks so interconnected;

“Reference Interconnection Offer” or “RIO” means a document setting out the terms on which an interconnection provider proposes to offer interconnection to an interconnecting concessionaire;

“traffic origination” means an interconnection service providing connectivity from a network termination point on a customer’s premises to the point of interconnection;

“traffic termination” means an interconnection service providing connectivity from a point of interconnection to a network termination point on a customer’s premises;

“transit services” means the transmission and routing of the services of other concessionaires over the network of an interconnection provider.

## PART II

### OBLIGATION OF CONCESSIONAIRES

#### 3. A concessionaire shall—

(a) provide direct and indirect interconnection of the networks and services of other concessionaires to its own networks and services;

General  
obligation of  
concessionaire  
to  
interconnect

(b) provide transit services to other concessionaires at any technically feasible point in the concessionaire’s network;

(c) neither withdraw nor impair interconnection or transit services once already granted unless so authorized by the Authority under a dispute resolution process pursuant to section 82 or by an order made by a court;

(d) on request from any concessionaire, disaggregate its network and offer to other concessionaires, interconnection to the individual network elements;

(e) grant access to technical interfaces, protocols or other key technologies that are indispensable for the inter-operability of public network services for the purposes of interconnection; and

(f) provide interconnection link capacity within its network and between its network and that of the interconnecting concessionaire to enable—

(i) transmission; and

(ii) switching or routing,

of voice, data and images over their networks.

4. Where access to any facilities is required to effect interconnection such access shall be provided, in accordance with the Act and any regulations made thereunder, together with the interconnection.

Access to  
facilities for  
the purpose  
of inter-  
connection

- Non-discrimination
5. (1) A concessionaire shall provide interconnection under the same terms and conditions and of the same quality as it provides for its own networks and services, the networks and services of its subsidiaries and partners, or the networks and services of any other concessionaire to which it provides interconnection.
- (2) Where a concessionaire fails to comply with subregulation (1), it shall upon request from the Authority prove to the satisfaction of the Authority that it is not technically feasible to replicate the level of quality of the interconnection or to provide interconnection under the same terms and conditions as it provides for its own use.
- Evidence of feasibility
6. (1) Previous interconnection at a particular point of interconnection is evidence of technically feasible interconnection at that point of interconnection, or at similar points on the network where similar resources are used or equivalent functionality is achieved.
- (2) Adherence to the same interfaces or protocol standards at other points of interconnection shall constitute evidence of similar resources.
- Facilitating equal access
7. An interconnection provider shall, upon request by an interconnecting concessionaire, supply details of number ranges that are hosted on each of its local exchanges to enable an interconnecting concessionaire using the service to route calls to those number ranges directly on the interconnection link to the local exchange.
- Facilitation of dialing parity
8. Whenever concessions are granted by the Authority to alternative operators to provide international voice services, a concessionaire shall—
- (a) configure its network to facilitate dialing parity; and
  - (b) programme its switches or routers to enable carrier selection or preselection where applicable, for access to international telecommunications services.
- Facilitation of number portability
9. A concessionaire shall configure its network to facilitate number portability between similar networks as and when directed by the Authority.
- Requirement to supply information for inter-connection
10. (1) Subject to subregulation (4), an interconnection provider shall supply to any interconnecting concessionaire upon request, such information about its networks and services as is required, in relation to procuring interconnection to such networks and services.
- (2) Subject to subregulation (3), the information referred to in subregulation (1) shall be supplied within twenty-eight days of the request.

(3) The interconnection provider may request from the Authority, an extension in writing not later than seven days before expiry of the period referred to in subregulation (2).

(4) The Authority may exempt certain particulars from the requirements of subregulation (1) on the grounds of confidentiality or sensitivity, subject to the procedures set out in the Second Schedule.

Second  
Schedule

(5) The Authority may revoke an exemption granted under subregulation (4) at the request of a concessionaire where there has been a material change in the relevant circumstances, but in such a case shall afford to both parties, a reasonable opportunity to make submissions to the Authority.

(6) All information provided under this regulation shall be used for the purpose of facilitating interconnection only, and shall not be disclosed to any third party without the prior written permission of the concessionaire who provided the information.

(7) A concessionaire who receives information under this regulation shall, prior to receipt of the information, execute a Non-disclosure Agreement for the benefit of the concessionaire disclosing the information.

(8) Every concessionaire shall implement internal procedures to ensure that information provided to the concessionaire in respect of interconnection is not utilized by the concessionaire for any purpose other than the interconnection, and in particular for commercial or other gain by the concessionaire.

(9) Every concessionaire shall limit access to any traffic forecasting and commercially sensitive information, only to such persons within the concessionaire's organization or employ who are required to have such access for the performance of their duties relating to interconnection and ensure that such persons are not engaged in the ordinary day-to-day commercial operations of the concessionaire.

### PART III

#### NEGOTIATING INTERCONNECTION AGREEMENTS

11. (1) A concessionaire may make an interconnection request at any time.

Inter-  
connection  
request

(2) For the purpose of processing an interconnection request, a concessionaire shall—

- (a) provide the Authority with a designated contact; and
- (b) ensure that requests for interconnection are dealt with promptly.

- (3) An interconnection request shall—
- (a) be forwarded to the designated contact except that where no contact has been designated, the request shall be forwarded to the registered address of the interconnection provider;
  - (b) at the time of the request be copied to the Authority by the interconnecting concessionaires; and
  - (c) unless otherwise agreed between the interconnection provider and the interconnecting concessionaire, include—
    - (i) the reference number of the interconnecting concessionaire's concession or proof of a submitted application for a concession;
    - (ii) reference to the points of interconnection at which interconnection is required;
    - (iii) details of the interconnection required;
    - (iv) the date by which interconnection is required;
    - (v) the period for which interconnection is required;
    - (vi) details of any equipment to be installed or additional equipment required at the points of inter-connection or to be interconnected, together with details of the security, safety, environmental, and spatial requirements of the equipment;
    - (vii) the extent to which access to the facilities or premises of the interconnection provider is required by the interconnecting concessionaire to install or maintain any equipment;
    - (viii) traffic forecasts and other related information for no less than three years with sufficient detail to enable the interconnection provider to assess the impact of the interconnection on its networks and services, and to enable the interconnection provider to effectively dimension its network during the period forecasted; and
    - (ix) any other particular which the Authority may from time to time specify.

(4) The interconnection provider shall acknowledge receipt of the interconnection request within seven days of the receipt of the request.

(5) The interconnection provider may upon its receipt of the interconnection request, request any further information that it may reasonably require in order to process the interconnection request.

(6) A request made under subregulation (5) shall be copied to the Authority and satisfied by the interconnecting concessionaire within seven days of its receipt of the request.

(7) Where the request made under subregulation (5) is not satisfied in accordance with subregulation (6), the period specified in regulation 13 for negotiating an interconnection agreement shall be increased by a period corresponding to the delay.

12. (1) Nothing in regulation 11 shall be construed as preventing any person who has applied to the Authority for a concession under section 21 of the Act, but whose application is still pending, from making an interconnection request and concluding an interconnection agreement.

Inter-connection request pending approval of concession application

(2) The effecting of interconnection in accordance with a request made under this regulation shall be conditional upon the grant of a concession to the applicant.

(3) The applicant shall provide to the interconnection provider at the time of the interconnection request, such security as the interconnection provider may reasonably require to indemnify the interconnection provider against any loss that it may suffer in the event that the application referred to in subregulation (1) is unsuccessful.

13. (1) A concessionaire shall use its best endeavours to conclude an interconnection agreement as soon as possible following its receipt of an interconnection request, but in any event shall conclude the agreement no later than—

Time for conclusion of inter-connection agreement

- (a) six weeks after its receipt of the request from an interconnecting concessionaire, where either the interconnection provider or interconnecting concessionaire has published a RIO pursuant to regulation 19; or
- (b) ten weeks after its receipt of the interconnection request in all other circumstances,

except that where the request was made under regulation 12, the request shall be deemed to have been received by the interconnection provider on the date of the grant of the concession.

(2) Failure by a concessionaire to comply with this regulation shall constitute a dispute referable to the Authority under regulation 32.

Content of  
inter-  
connection  
agreement

14. Every interconnection agreement shall include prices for interconnection services and interconnection resources as well as the technical, operational, billing and planning conditions for interconnection.

Inter-  
connection  
charges

15. (1) A concessionaire shall set interconnection rates based on costs determined in accordance with such costing methodologies, models or formulae as the Authority may, from time to time, establish.

(2) Where the relevant data for the establishment of the costing methodologies, models or formulae are unavailable within a reasonable time, the concessionaire may set interconnection rates with reference to such costing benchmarks, as determined by the Authority, that comport with internationally accepted standards for such benchmarks.

(3) A concessionaire shall within twenty-eight days of a written request from the Authority, unless this period is expressly extended by the Authority in writing, supply to the Authority such data as the Authority may require, for the purpose of determining that its interconnection rates are in accordance with this regulation.

Inter-  
connection  
agreements  
available

16. (1) The terms and conditions for interconnection contained in the most recent interconnection agreement under which the concessionaire is the interconnection provider shall be made available to any other concessionaire requesting interconnection.

(2) Each interconnection agreement shall provide for amendment or modification to permit incorporation of the terms and conditions referred to in subregulation (1) and such amendment or modification shall be effected within fourteen days of a request from an interconnecting concessionaire.

(3) Failure by an interconnection provider to comply with subregulation (2) shall constitute a dispute referable to the Authority under regulation 32.

(4) For the purposes of this regulation, "interconnection agreement" includes amendments and modifications to such agreement.

Attendance  
by Authority  
at meetings

17. (1) Every interconnection provider and interconnecting concessionaire shall notify the Authority in a timely manner of every meeting scheduled for the purpose of negotiating interconnection.

(2) The Authority may, upon the giving of twenty-four hours prior written notice to the relevant concessionaires, attend any meeting referred to in subregulation (1) in the capacity of observer only.

18. (1) Every interconnection agreement or modification thereto shall be submitted to the Authority in such format as the Authority shall reasonably require, within fourteen days of signature by the parties.

(2) The Authority shall—

- (a) publish every interconnection agreement by posting on its website within fourteen days of its receipt by the Authority; and
- (b) provide copies of interconnection agreements to any concessionaire upon request,

except that such publication and provision shall not disclose commercially sensitive information.

#### PART IV

##### REFERENCE INTERCONNECTION OFFER

19. (1) Upon a request by the Authority, a concessionaire shall prepare, publish and maintain a RIO substantially in the form published by the Authority on its website or in such other manner as the Authority may determine.

Requirement  
to provide a  
Reference  
Inter-  
connection  
Offer

(2) The basis for a request by the Authority shall be—

- (a) the extent to which the concessionaire will be required by other concessionaires to provide interconnection;
- (b) the concessionaire's control over essential inter-connection resources; and
- (c) the extent to which the concessionaire has failed to promptly negotiate interconnection or has unjustifiably denied interconnection in the past.

20. (1) A concessionaire who is required to prepare a RIO under regulation 19 shall within sixty days of notice to that effect by the Authority and annually thereafter until such time as the requirement is withdrawn by the Authority, submit its RIO to the Authority for approval.

Submission of  
a RIO

(2) The Authority may with reasons, require the concessionaire to effect changes to the RIO prior to the Authority's grant of approval, except that the changes shall not be in respect of any matter which the concessionaire is entitled to negotiate or determine under section 25 of the Act.

(3) Changes shall be effected by the concessionaire and the RIO resubmitted to the Authority for approval within twenty-one days of the concessionaire's receipt of the Authority's request under subregulation (2).

Amendment of RIO 21. Where a decision arising from a dispute resolution process modifies the terms and conditions on which interconnection shall be offered, a concessionaire required to provide a RIO under regulation 19 shall within twenty-one days of notice from the Authority, amend its RIO to comply with the decision and submit the amended RIO to the Authority for approval.

Publication of RIO 22. Within fourteen days of approval by the Authority a concessionaire shall publish its RIO by—

- (a) posting the RIO on its website; and
- (b) making printed and electronic copies of the RIO available to any concessionaire or applicant for a concession, upon request.

Inter-connection agreement to be consistent with RIO 23. Every concessionaire shall ensure that its interconnection agreement and its RIO are consistent.

## PART V

### IMPLEMENTATION OF INTERCONNECTION AGREEMENTS

Inter-connection agreement to stipulate time for inter-connection 24. (1) Every interconnection agreement shall stipulate a period not exceeding twenty-eight days within which interconnection shall be effected.

(2) Notwithstanding subregulation (1), the Authority may, upon written application of a concessionaire, extend the period referred to in subregulation (1).

Effecting operational inter-connection 25. A concessionaire shall use all reasonable endeavours to effect operational interconnection within twenty-eight days of concluding a relevant interconnection agreement or such longer period as may be approved by the Authority in accordance with regulation 24.

No deprivation of inter-connection 26. An interconnection provider shall not deprive an interconnecting concessionaire of any benefit granted under their interconnection agreement unless in accordance with the agreement or with the prior written consent of the Authority.

27. Where interconnection requires modification of the network or equipment of an interconnection provider, the cost of the modification shall be recoverable from the interconnecting concessionaire, such costs to be determined in the manner prescribed by the Authority.

## PART VI

### DENIAL OF INTERCONNECTION REQUEST

28. (1) Every concessionaire who denies an interconnection request shall forthwith notify the Authority of the denial and reasons for denial.

(2) Upon request by the Authority the concessionaire shall provide in writing within seven days of the request, justification for the denial.

(3) The Authority may request of the concessionaire, the production of any records or documents to determine the justification for the denial of interconnection.

(4) The Authority may at all reasonable times and with the permission of the concessionaire, enter the premises of the concessionaire and inspect equipment and facilities to determine the justification of any denial of interconnection.

29. Where in the opinion of the Authority the denial of interconnection is not justified, the Authority may order the concessionaire who denied interconnection to grant the interconnection in a time and on such conditions as the Authority may specify.

30. (1) Where the Authority considers it appropriate, whether the denial is determined to have been justified or not, the Authority may require an interconnection provider to, within such reasonable period as the Authority may stipulate, make network adjustments or construct additional facilities as the Authority deems necessary to provide interconnection.

(2) In acting under subregulation (1), the Authority may take into account any relevant factors which may include the need for interconnection, the presence of essential interconnection resources, the availability and cost of alternatives, or the cost of network adjustment or additional facilities.

(3) The reasonably incurred costs of an adjustment or additional facilities shall be—

- (a) recoverable from the interconnecting concessionaire; and
- (b) determined in accordance with such methodology as the Authority may prescribe.

## PART VII

## DISPUTE RESOLUTION

Request for  
consultation  
and guidance

31. Where a dispute arises between concessionaires with respect to interconnection, the matter may be referred to the Authority for consultation and guidance, on the agreement of both parties, prior to either party submitting the matter to the Authority as a dispute.

Referral of  
dispute in  
accordance  
with dispute  
resolution  
procedures

32. Save as provided in regulation 31, every dispute regarding interconnection shall be submitted to the Authority for resolution in accordance with the dispute resolution process established by the Authority under section 82 of the Act.

Interim  
arrange-  
ments

33. (1) The Authority may, in relation to any dispute referred to under these Regulations, direct that the parties implement such interim arrangement for interconnection as the Authority considers appropriate having regard to the nature of the dispute.

(2) An interim arrangement may speak to prices and include any other terms or conditions for interconnection, whether or not the Authority considers submissions made by the parties, subject to such times for submissions as the Authority shall, in its sole discretion determine.

(3) An interim arrangement shall be instituted by the parties within a period determined by the Authority and shall remain in force until the dispute has been resolved.

Effective date  
of interim  
arrangement

34. The final resolution of a dispute in respect of which an interim arrangement was implemented shall—

- (a) be effective on the date on which the interim arrangement was effected; and
- (b) include provisions for compensation to any party that has suffered any loss and damage as a result of the arrangement.

## PART VIII

## GENERAL

Penalty for  
breach of  
regulations

35. A concessionaire who contravenes any provision of these Regulations commits an offence and is liable on summary conviction to a fine of fifty thousand dollars.

FIRST SCHEDULE

[Regulations 2 and 10(7)]

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made this day of

Between

[INSERT NAME OF INTERCONNECTING CONCESSIONAIRE] a company incorporated under the laws of [INSERT PLACE OF INCORPORATION] whose registered office is at [INSERT REGISTERED OFFICE ADDRESS] (“Interconnecting Concessionaire”)

And

[INSERT NAME OF INTERCONNECTION PROVIDER], a company incorporated under the laws of [INSERT PLACE OF INCORPORATION] whose registered office is at [INSERT REGISTERED OFFICE ADDRESS] (“Interconnection Provider”)

Each a “Party” and collectively the “Parties”.

WHEREAS the Parties are discussing certain matters in relation to the provision of services by Interconnection Provider to Interconnecting Concessionaire and by Interconnecting Concessionaire to Interconnection Provider which may require each Party to disclose certain proprietary, secret or confidential information to the other Party; and

Whereas the Party disclosing information shall hereinafter be referred to as the “Disclosing Party” and the Party receiving such information shall hereinafter be referred to as the “Receiving Party”.

Now, therefore, in consideration of the premise and the mutual covenants contained in this Agreement, the Parties hereto agree as follows:

1. DEFINITIONS

“Confidential Information” as referred to in this Agreement means the business, commercial, economic, financial, operational, technical and planning information and data disclosed to the Receiving Party by the Disclosing Party during the discussions whether in written, oral or in machine-readable or representational form including this Agreement, communicated to the Receiving Party, acquired by the Receiving Party from the Disclosing Party, prepared by the Receiving Party from or in connection with any of the above information or which contain or are based in whole or in part upon such information to the extent it includes or is derived from such information. (For the avoidance of doubt, this Agreement apply to all such information whether disclosed or prepared before or after the date of this Agreement);

“the Discussions” means any discussions relating to the Business Purpose or constituting advice in respect of it;

“the Business Purpose” means the objective and/or intention of agreeing suitable terms for the provision of services by Interconnection Provider to Interconnecting Concessionaire and by Interconnecting Concessionaire to Interconnection Provider including but not limited to agreement of terms for an interconnection agreement.

## 2. DISCLOSURE OF INFORMATION

The Parties acknowledge that the Confidential Information is a valuable asset belonging to the Disclosing Party. Except as expressly provided for in this Agreement, the Parties agree that they will not during or after the term of this Agreement disclose the Confidential Information of the other Party to any person, firm, corporation, association or any other entity for any reason or purpose whatsoever without the prior written consent of the Disclosing Party. Notwithstanding the above, the Parties agree the Confidential Information may be disclosed to their agents, professional advisers and associated companies (associated companies means a subsidiary or holding company of a Party or another subsidiary of such a holding company) strictly for the Business Purpose provided that such agents, professional advisers and companies have a need to know such information, and agree to comply with the obligations as contained herein. The Receiving Party shall procure that such persons comply with the undertakings and terms of this Agreement as if such persons were made direct parties to it and do not disclose the Confidential Information further. The Parties further agree that they shall not utilise, employ, exploit or in any other manner whatsoever use the Confidential Information disclosed by the other Party for any purpose other than the Business Purpose without the prior express written consent of the Disclosing Party, including, but not limited to, for purposes of competing in any way with the other party or any of its subsidiaries or affiliates.

## 3. TITLE

All Confidential Information is acknowledged by the Receiving Party to be the property of the Disclosing Party and the disclosure of the Confidential Information shall not be deemed to confer any rights to that Confidential Information on the Receiving Party.

## 4. RESTRICTIONS ON DISCLOSURE AND USE OF THE CONFIDENTIAL INFORMATION

The Receiving Party will restrict the possession, knowledge and use of Confidential Information to the officers, employees, agents, and professional advisers of the Receiving Party who have a need to know Confidential Information for the Business Purpose. The Receiving Party will not use the Confidential Information other than for the Business Purpose. Nothing in this Agreement shall transfer to the Receiving Party any right or interest whatsoever in any intellectual property belonging to the Disclosing Party.

## 5. STANDARD OF CARE

The Parties agree that they shall protect the Confidential Information of the other Party using not less than the same standard of care that each party applies to its own proprietary, secret or Confidential Information and that the Confidential Information shall be stored and handled in such a way as to prevent unauthorised disclosure. Further, in the standard of care applied, proper account will be taken, where applicable, of the fact that the Confidential Information relates in any way to a company which is publicly traded.

## 6. RETURN OF CONFIDENTIAL INFORMATION

The Disclosing Party may request in writing at any time that any Confidential Information disclosed pursuant to the terms of this Agreement and any copies thereof be returned, or in the case of machine-readable or electronic information be permanently erased, with a written statement to the effect that upon such return the Receiving Party has not knowingly retained in its possession or under its control, either directly or indirectly, any Confidential Information or copies thereof and the Receiving Party shall comply with any such request within seven days of receipt of such request.

7. EXCLUDED INFORMATION

The obligations pursuant to this Agreement shall not apply to any information that—

- (a) is in the possession of the Receiving Party prior to receipt from the Disclosing Party;
- (b) is or becomes publicly known, otherwise than as a consequence of a breach of this Agreement;
- (c) is developed independently by the Receiving Party;
- (d) is disclosed by the Receiving Party to the Telecommunications Authority of Trinidad and Tobago;
- (e) is disclosed by the Receiving Party to satisfy a legal demand by a competent court of law or governmental body (“Government Authorities”) having jurisdiction over the parties, or valid legal requirements of any applicable stock exchange, provided however that in these circumstances the Receiving Party shall advise the Disclosing Party prior to disclosure so that the Disclosing Party has an opportunity to defend, limit or protect against such production or disclosure; provided further that the Receiving Party will disclose only that portion of the Confidential Information which is legally required to be disclosed and the Receiving Party will exercise its reasonable efforts to obtain a protective order or other reliable assurance from such Government Authorities or stock exchange that confidential treatment will be accorded to any Confidential Information required to be disclosed;
- (f) is disclosed to a third party pursuant to written authorisation from the Disclosing Party;
- (g) is received from a third party without similar restrictions and without breach of this Agreement.

8. INDEPENDENT DEVELOPMENT

The Disclosing Party acknowledges that the Receiving Party may currently or in the future be developing information internally, or receiving information from other parties that is similar to the Confidential Information. Accordingly, nothing in this Agreement will be construed as a representation or agreement that the Receiving Party will not develop or have developed for its products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information, provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

9. TERM

This Agreement is intended to cover Confidential Information disclosed or received by either Party prior or subsequent to the date of this Agreement. Unless otherwise earlier terminated, this Agreement shall remain in effect for five years from the date provided, however, that each Party’s obligations with respect to the other Party’s Confidential Information disclosed or received prior to termination or expiration will survive for ten additional years following the expiration or termination of this Agreement.

**10. PUBLIC ANNOUNCEMENTS**

The Parties shall maintain in strict confidence and not disclose publicly or to any third party, the substance of any discussions or negotiations between them, the terms of any proposed arrangements or agreements, or any other information relating thereto unless it has first consulted the other Party and obtained its written consent. The Parties agree that each shall not, and shall not permit any of its affiliates, subsidiaries, persons, or other entities or their professional advisers to make any public announcements about the substance of any discussions regarding such arrangements or agreements and any other business and operating plans being discussed or negotiated, whether in the form of press release or otherwise, without first consulting with the other Party and obtaining its written consent.

**11. REPRESENTATIONS AND WARRANTIES**

Each Party represents and warrants to the other that it is a corporation duly organised and validly existing in the jurisdiction of its incorporation. Each Party represents that it has full corporate power and authority to enter into this Agreement and to do all things necessary for the performance of this Agreement.

**12. ADDITIONAL ACTION**

Each Party to this Agreement shall execute and deliver such other documents and do such other acts and things as may be necessary or desirable to carry out the terms, provisions and purposes of this Agreement.

**13. AMENDMENTS**

No amendment, interpretation or waiver of any of the provisions of this Agreement shall be effective unless made in writing and signed by the Parties to this Agreement.

**14. ENFORCEMENT**

No delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any waiver on the part of any Party of any such right, power or privilege, nor any single or partial exercise of any such right, power or privilege preclude any further exercise thereof or the exercise of any other such right, power or privilege. The Parties agree that the Disclosing Party would be irreparably injured by a breach of this Agreement by the Receiving Party and that the Disclosing Party shall be entitled to equitable relief, including by way of injunction and specific performance in the event of any breach of this Agreement. Such remedy shall not be deemed to be the exclusive remedy for a breach of this Agreement but shall be in addition to all other remedies available at law or in equity.

**15. HEADINGS**

The headings of paragraphs are used for convenience only and shall not affect the meaning or construction of the contents of this Agreement.

**16. ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements between the Parties, whether written or oral, with respect to the subject matter of this Agreement.

**17. GOVERNING LAW**

This Agreement and the relationships of the Parties in connection with the subject matter of this Agreement shall be governed by and constructed in accordance with the laws of Trinidad and Tobago and the Parties agree that any dispute hereunder shall be referred to the Telecommunications Authority of Trinidad and Tobago in accordance with the provisions of the Telecommunications Act, 2001.

18. NOTICES

Any notice or other communication required to be given or sent hereunder shall be in writing and shall be delivered personally, sent by prepaid certified or registered post (airmail if overseas) with written receipt requested or sent by international courier to the Party concerned at its address given below in this Agreement or such other address as the Party concerned shall have notified in accordance with this clause to the other Party with a copy sent by facsimile at the number below or such other number as notified from time to time in accordance with this clause. Any such notice shall be deemed to be served and received—

- (a) if left at any such address, at the time when it is so left;
- (b) if sent by post, on the seventh day following the day of posting;
- (c) if sent by international courier, on the fourth day following the day of placing it with the relevant courier service.

The initial addresses and facsimile numbers of the Parties hereto for the purposes of this Agreement are as follows:

Interconnecting Concessionaire:                    [INSERT INTERCONNECTING  
CONCESSIONAIRE'S ADDRESS]

Interconnection Provider:                         [INSERT INTERCONNECTION  
PROVIDER'S ADDRESS]

19. COUNTERPARTS

This Agreement may be executed in counterparts, all of which shall constitute one agreement, and each such counterpart shall be deemed to have been made, executed and delivered on the date set out at the head of this Agreement, without regard to the dates or times when such counterparts may actually have been made, executed or delivered.

20. SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement. If any provision is held to be void or declared illegal, invalid or unenforceable for any reason whatsoever, that provision shall be divisible from this Agreement and shall be deemed to be deleted from it and the validity of the remaining provisions shall not be affected and the Agreement shall be carried out as nearly as possible according to its original terms and intent. If such deletion materially affects the interpretation of this Agreement, the parties shall use their best endeavours to negotiate in good faith with a view to agreeing a substitute provision as closely as possible reflecting the commercial intention of the parties.

21. EXPLORATORY DISCUSSION NOT BINDING

The Parties agree that this Agreement, continuing discussions, future exchange of Confidential Information and non-confidential information, past or future correspondence (including without limitation, correspondence indicating interest or

intent) and other communications between the Parties shall not commit either Party to continue discussions or negotiate or be legally binding as an informal agreement or agreement to agree to a potential business relationship. The only way the Parties shall be bound to a business relationship, if at all, shall be by a mutually satisfactory definitive written agreement signed by the Parties. Any research and development, prototyping, or other action or expense which either Party takes or incurs in anticipation that a business relationship will be consummated shall be entirely at the acting Party's risk and expenses and shall not impose any liability on any other party.

22. SUCCESSORS AND ASSIGNS

References in this Agreement to either Party shall include any successors or assigns of that Party.

23. LIMITED RELATIONSHIP

This Agreement will not create a joint venture, partnership or other formal business relationship or entity of any kind or an obligation to form any such relationship or entity. Each Party will act as an independent contractor and not as an agent of the other Party for any purpose and neither will have the authority to bind the other.

24. CUMULATIVE OBLIGATIONS

Each Party's obligations hereunder are in addition to and not exclusive of any and all of its other obligations and duties to the other Party.

IN WITNESS WHEREOF, the Parties have caused their duly authorised representatives to execute this Agreement as of the date set out at the head of this Agreement.

For and on behalf of Interconnecting Concessionaire

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

For and on behalf of Interconnection Provider

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SECOND SCHEDULE

[Regulation 10(4)]

PROCEDURE TO BE FOLLOWED IN SEEKING EXEMPTION OF CERTAIN  
INFORMATION ON THE GROUNDS OF CONFIDENTIALITY OR  
COMPETITIVE SENSITIVITY UNDER REGULATION 10(4)

1. A concessionaire seeking to have information exempted shall make a written request to the Authority, copied to the concessionaire requesting the information, not later than seven days before the expiration of the period for supplying the information.
2. The concessionaire requesting the information may make representation to the Authority on the request for exemption, such representations to be provided to the Authority within seven days of the concessionaire's receipt of the copy referred to in paragraph 1.
3. The Authority shall notify both interested concessionaires of its determination within fourteen days of the request for exemption. The Authority may include in its determinations such reasonable conditions for the disclosure as it considers appropriate, including the manner of provision of the information, and the time for such provision.
4. The Authority shall be entitled to grant an exemption in relation to the whole or part any of the request made.

Dated this 3rd day of May, 2006.

L. SAITH  
*Minister of Public Administration  
and Information*