



**OBLIGATIONS ON BAHAMAS TELECOMMUNICATIONS COMPANY
LTD. UNDER S. 116(3) OF
THE COMMUNICATIONS ACT, 2009**

**RESPONSE OF CABLE BAHAMAS LTD
TO
URCA'S CONSULTATION ON BTC'S DRAFT
ACCESS AND INTERCONNECTION OFFER (RAIO)
(ECS 22/2010)**

26 October, 2010

Cable Bahamas Ltd. ("CBL") hereby responds to URCA's consultation document (ECS 22/2010) on the draft Reference Access and Interconnection Offer ("RAIO") proposed by the Bahamas Telecommunications Company Ltd. ("BTC") in relation to fixed voice services, including fixed-to-mobile termination. It is clear from the analysis contained in the consultation document that URCA has undertaken a thorough and thoughtful review of BTC's draft RAIO. CBL commends URCA's work in this critical area and agrees with many of the issues and solutions proposed in the consultation document.

CBL nevertheless remains concerned about several key issues that were not addressed by the consultation document or whose proposed resolution requires further consideration. Part A of this Response provides a summary of CBL's key remaining concerns, and Part B sets forth CBL's responses to the specific questions posed by the consultation document.

CBL urges URCA promptly to publish all of the comments that are filed in response to its consultation document so that any new issues that are raised by them can be addressed together with comments on BTC's forthcoming responses concerning joining circuit charges and forecasting on 12 November 2010.

A. SUMMARY OF KEY UNADDRESSED OR UNRESOLVED ISSUES

CBL is in broad agreement with most of the concerns raised by URCA as well as URCA's proposed solutions. URCA's proposed revisions to the RAIO are intended to ensure that key terms and conditions are neither discriminatory nor anticompetitive and that they reflect international best practice. CBL is of the view that in most respects, URCA has achieved these important objectives.

There are, however, a number of unaddressed or unresolved concerns that CBL respectfully requests URCA to consider before reaching a final decision on BTC's RAIO. These are discussed in detail in Part B of this Response, but the principal concerns may be summarised as follows:

- (1) **Structure of the RAIO.** BTC should be required to structure the RAIO in a way that minimises its ability to abuse its position of dominance in fixed voice services by attempting to extract unreasonable terms and conditions from Other Licensed Operators ("OLOs") for termination on their networks as a *quid pro quo* for implementing BTC's unilateral offer. CBL sees no justification for having a RAIO that is different from the actual interconnect and access agreement, except to the extent that the latter would be customised to suit each specific OLO's details and requirements in accordance with a prescribed menu of services set out in the model agreement. The RAIO should consist of a pre-approved unilateral offer made by BTC as a standard form of interconnect and access agreement, with annexes for each specific service. If BTC wishes to terminate traffic on an OLO's network, the parties can enter into a separate interconnection agreement for that purpose or may, if mutually agreed between the parties, insert a separate section into the interconnect and access agreement covering that arrangement. (Please refer to Response B-1, below.)

- (2) **Importance of Deciding Which Party Pays.** It is essential for URCA to determine whether mobile services offered by BTC will be priced on a Mobile Party Pays (“MPP”) or Calling Party Pays (“CPP”) regime prior to approval of the BTC RAIO. Unless URCA does so, it will not be able to determine whether BTC’s RAIO (including BTC’s fixed-to-mobile interconnection rates) is reasonable and not anticompetitive. (Please refer to Response B-19, below).
- (3) **Direct Interconnection with BTC’s Mobile Network.** URCA should require BTC to establish a direct point of interconnect (“PoI”) with BTC’s mobile network. BTC should not be permitted to require OLOs to use a transit service to pass calls from BTC’s fixed PoI to its mobile Network, although CBL does not object to the offering of a transit service *per se*. However, compulsory indirect routing via transit arrangements would allow BTC to anti-competitively increase its rivals’ costs and, potentially, to degrade an OLO’s service quality. (Please refer to Response B-10, below).
- (4) **Replicability Test for Wholesale Pricing.** It is essential to a fair outcome of this RAIO process for URCA to assess all of the wholesale pricing components against the level and structure of the corresponding retail rates in order to determine whether a reasonably efficient OLO will be able to replicate the service. Replicability is an essential test for assessing virtually every component of BTC’s RAIO, and the potential lack of replicability is a concern that cuts across many aspects of BTC’s proposed draft, as discussed in the following sections.
- (5) **Termination of Local Calls and Replicability.** A specific example of the replicability problem is raised by BTC retail tariffs for local voice service, which appear to be set at a level that is below cost and subject to flat rate pricing even though a substantial portion of the corresponding costs are traffic-sensitive. (Please refer to Response B-16, below.) Until such time as BTC proves that its local voice tariffs are cost-based and not predatory, zero-based interconnect rates for local termination should be mandated by URCA. In order to allow OLOs to replicate BTC’s local voice service offering, URCA should require that, until such time as BTC proves that its local voice tariff are not predatory, BTC’s rates for local call termination must be set at, or close to, zero.
- (6) **Points of Interconnection.** BTC’s proposal to have only two PoIs (one in New Providence and the other in Grand Bahama), and to charge national interconnect rates for local calls in islands where there is no BTC PoI, is not acceptable. BTC should be required to offer to establish PoIs – for both fixed and mobile traffic – in Abaco, Eluethra, Grand Bahama and New Providence (“the Four Islands”). (Please refer to Response B-14, below).
- (7) **Specification of Plans for Next Generation Network Interconnect.** URCA should require BTC to provide a clear timetable and specific milestones for the deployment of IP interconnection in connection with the roll-out of its Next Generation Network (“NGN”). Specifically, URCA should require BTC to provide IP interconnection on any of the Four Islands on which BTC deploys its Next Generation Network within three months after BTC’s NGN cut-over on that island.

- (8) **Usage-Sensitive Charging Increments/Minimum Average Time Requirements.** As a general matter, time-based charges should be expressed on a per-second basis, with no minimum billing increments, unless BTC demonstrates that there is a legitimate cost-basis for a different charging scheme. (Please refer to Response B-30, clause G-7, below.)
- (9) **Local Number portability.** Finally, it is important for URCA to acknowledge the importance of number portability as a complement to implementation of the RAIO. Without some form of number portability in place, the development of competition in the voice market will be seriously impeded because consumers will find the inability to port their numbers a major barrier to switching providers. As a matter of priority, URCA should conduct a consultation on an *interim local number portability solution* with the aim of mandating appropriate interim arrangements for all licensees offering fixed voice services at the earliest technically feasible date. In light of BTC's near monopoly in the provision of fixed telephony services, its cooperation will be essential to achieving the efficient roll-out of an interim local number portability solution. URCA should therefore make this clear in its final decision on the RAIO and establish a timetable for a decision on and implementation of an interim local number portability solution. URCA should further make clear that adoption of local number portability is a first step towards implementation, at a later date, of geographic number portability.

B. RESPONSES TO QUESTIONS POSED BY CONSULTATION DOCUMENT

Question 1: Do you agree that BTC should be required to provide a clearer separation between its draft interconnection contract and the draft reference access and interconnection offer?

CBL agrees with the concerns raised by URCA regarding the structure that BTC has proposed for the RAIO and the accompanying access and interconnection agreement. However, CBL urges URCA to revisit its preliminary view that the RAIO should be distinct in any material way from the access and interconnection agreement that is entered into between the parties, or that the RAIO should consist of a unilateral offer whereas the agreement itself would be "bilateral in nature" (CD, p. 6). Experience elsewhere demonstrates that if the access and interconnection agreement is allowed to deviate from the model clauses of the RAIO (except for purposes of customisation based on a set menu of options), the incumbent can delay and degrade implementation of its access and interconnection obligations by tying it to acceptance of terms by OLOs that are unrelated to the RAIO itself.

BTC should be required to structure the RAIO in a way that minimises its ability to abuse its position of dominance in fixed voice services by attempting to extract unreasonable terms and conditions from OLOs for termination on their networks as a *quid pro quo* for implementing BTC's unilateral offer. The RAIO should be structured as model access and interconnection agreement, whereas the actual agreement would be customised to include the name of the Access Seeker and other operator-specific information. The RAIO should have two principal parts: (1) the general terms and conditions (also sometimes referred to as the master services

agreement (“MSA”)), and (2) annexes including each interconnection and access service offered pursuant to the MSA. In this way, only those annexes that are relevant to each particular interconnect and access arrangement need be included in the actual agreement between the parties.

CBL disagrees with URCA’s suggestion that the interconnect and access agreement would be any more or less “bilateral in nature” than the RAIO itself. Both the RAIO and actual agreement between BTC and an OLO should consist primarily of a unilateral offer by BTC, but may include a limited number of mutual or OLO-specific commitments that are essential to BTC’s ability to fulfil its commitments under the RAIO (for example, with respect to cooperation on fraud detection, traffic forecasting, etc. If BTC wishes to terminate its voice traffic on an OLO’s network, the parties can reach a separate agreement in accordance with the OLO’s interconnection and access obligations under the licence. Alternatively, the parties may mutually agree to include a separate section in the RAIO-based interconnect and access agreement covering termination and other services to be provided by the OLO to BTC. However, failure to reach agreement on the terms and conditions pursuant to which the OLO will provide BTC with terminating access and other services should have no impact whatsoever on an OLO’s ability to secure interconnect and access from BTC under the RAIO-based standard interconnection and access agreement.

Question 2: Do you agree that the BTC should remove any obligations on other operators which are inappropriate and unnecessary to manage the interconnection regime in The Bahamas?

CBL strongly agrees. The RAIO and the actual interconnection and access agreement between the parties should reflect the asymmetric nature of BTC’s SMP obligation. It is for BTC – not OLOs – to provide access and interconnection under the terms and conditions of the RAIO, as approved by URCA. CBL recognises that certain limited obligations on OLOs or mutual commitments may be justified as part of the RAIO-based interconnection and access agreement in order to enable BTC to deliver the services prescribed by the RAIO. However, any obligations placed on OLOs should be strictly limited to those that are necessary for BTC to perform its obligations under the contract, for example the duty to cooperate in fraud detection and prevention.

Question 3: Do you agree that the BTC should fully justify any reciprocal clauses that remain in the RAIO?

CBL strongly agrees. The asymmetric nature of BTC’s SMP obligations means that the number and scope of any reciprocal obligations should be limited. Such reciprocal clauses should be permitted only if BTC can demonstrate that: (1) imposing on OLOs the type of obligation in question is necessary to the fulfilment of BTC’s SMP obligations; and (2) imposing the *same* obligation on the OLO as that which applies to BTC can be justified on the basis that they are similarly situated as to the relevant costs, technical arrangements and any other factors relevant to assessing the reasonableness of imposing a reciprocal obligation on OLOs.

Question 4: Do you agree that BTC should remove from its RAIO any reciprocal charging obligations on other operators?

CBL strongly agrees. As discussed above in Response B-1, OLOs should be free to negotiate commercial arrangements with BTC for the termination of BTC's traffic on their networks, as well as other access and interconnection services. In many cases, particularly during the transition to competition in fixed voice markets, the costs that OLOs will incur in providing termination and other wholesale services will be higher than those of BTC, which may necessitate comparatively higher charges than the cost-oriented rates set by BTC. It will be important for URCA to ensure that BTC does not attempt to hold implementation of the approved RAIO hostage to extracting termination arrangements from OLOs that would not enable the OLOs to recover their costs.

Question 5: Do you agree that BTC should include in its RAIO the ability of OLOs in The Bahamas to terminate incoming international calls on BTC's network?

CBL fully supports URCA's conclusion that BTC should include in its RAIO the ability of OLOs to terminate incoming international calls on BTC's network. This result is fully consistent with the framework established by the Communications Act, 2009 ("Communications Act") and BTC's SMP obligations. In particular:

- BTC has been designated as having SMP in the provision of national call termination services on its network, irrespective of the origin of the call. The termination of calls within The Bahamas, regardless of whether they are domestic or international in origin, belong to the same relevant market in which BTC has been found to have SMP. This is fully in line with URCA's decision with respect to BTC's SMP obligations in fixed voice.
- Regulated access to the provision of call termination on BTC's network (irrespective of the origin of the call), on a cost-oriented basis under a RAIO is required to allow OLOs to compete effectively with BTC in the retail telephony market.
- The origin of the call has no impact whatsoever on the technical characteristics of the national call termination service provided by BTC to OLOs. Thus, the cost of BTC's call termination service on its network is the same regardless of whether the origin of the call is national or international. Accordingly, consistent with BTC's cost orientation and non-discrimination obligations, BTC should be required to include the provision of a national call termination service for calls of international origin in its RAIO. Moreover, the price of BTC's call termination service should be the same irrespective of the origin of the call (national or international).
- International best practice in countries that have liberalised their telecommunications sectors also supports the non-discriminatory treatment of nationally terminated calls regardless of whether they originate outside of the country of termination. Examples include the United States, Member

States of the European Union, Morocco, Tunisia, South Africa, Benin, Gabon, and Zambia.

Question 6: Do you agree that the international call transit RAIO service should be made available to OLOs and that the charge should be based on: a cost-based charge for call conveyance on BTC's network (including BTC's international facilities); and the relevant international settlement rate, passed on to OLOs at cost?

CBL does not completely support URCA's position as set forth in the consultation document insofar as the proposed obligation appears to be neither necessary nor proportionate. CBL proposes that URCA reconsider its position in line with the following assessment:

- CBL supports URCA's suggestion that any call conveyance on BTC's own network should be cost-oriented (as per its regulatory obligations).
- However, CBL disagrees that a cost orientation obligation should also apply to the international settlement rate. Instead, CBL suggests that BTC should be allowed to recover a reasonable rate of return from the provision of this service. International call conveyance is a contestable service and does not appear to be a bottleneck that BTC controls. As a result, URCA should not unnecessarily intervene by regulating such services. Any OLO in The Bahamas, like BTC, could negotiate international accounting arrangements with foreign operators so that those operators could carry and terminate calls originated by the OLO outside of The Bahamas. In most other countries, the supply of calls to international destinations is usually a market in which competition increases steadily because the supply of such services does not require significant telecommunications infrastructure.
- CBL disagrees with URCA's statement that not having a cost orientation obligation "would effectively mean that OLOs would have to negotiate bilateral call termination arrangements – including rates – with operators in all countries to which they wish to offer outgoing international call services." Very few operators in the world have bilateral agreements with *all* other international operators. Instead, operators usually negotiate with a few operators (typically in those countries with which they exchange the majority of their international traffic) and rely on a limited set of providers to cover all other destinations on which they do not have a direct bilateral agreement. For example, ATT can not only provide call termination in the US (on its own network and all others) but also, by agreement, to any other destination in the world.
- CBL does not believe that any unique circumstances exist in The Bahamas that would prevent OLOs from reaching similar arrangements with foreign operators. Should any significant problems arise, CBL is confident that URCA will be able to deal with them through *ex ante* regulation or under its *ex post* competition powers.

Question 7: Do you agree that URCA should periodically review the relevant international settlement rates charged by BTC to OLOs for the international call transit RAIO service, to ensure that such charges are passed on to OLOs at cost?

CBL agrees that URCA could periodically review the relevant international settlement rates charged by BTC to OLOs for international call transit. However, this should be done in order to monitor the market and ensure that BTC has reasonable (and not abusive) margins on such services, rather than to impose a cost orientation obligation.

Question 8: Do you agree that BTC must: (i) add a RAIO call termination service for calls to freephone numbers on its network; and (ii) remove the RAIO charge for call origination from BTC's mobile network to freephone numbers on an OLO's network if BTC charges for such airtime?

CBL agrees with URCA's analysis and its conclusions that:

- BTC must add a RAIO call termination service for calls to freephone numbers on its network. This service is clearly required so that OLOs' retail clients can call any Bahamian number.
- BTC must remove the RAIO charge for call origination from BTC's mobile network to freephone numbers on an OLO's network because, as we understand it, BTC will charge its end users in the retail market for calls that they make to freephone numbers.

Question 9: Do you agree that BTC must include a service for terminating calls from OLOs to premium rate numbers in its RAIO?

CBL agrees that BTC should include a service in its RAIO for terminating calls from OLOs to premium rate numbers so that OLOs' retail clients can reach the same numbers as BTC's clients. However, as mentioned in Response B-6, we do not believe that termination service to premium numbers in foreign countries should be regulated on the basis of cost orientation (as any OLO could directly negotiate with a foreign operator). Instead, BTC should be allowed to earn a reasonable rate of return on this international service, over and above the cost-oriented price for national call conveyance.

Question 10: Do you agree that BTC should offer both direct accounting arrangements and cascading account arrangements for its call transit service?

As mentioned by URCA, a cascading arrangement does not appear to be necessary in the short term or probably in the medium term. As a result, in order to focus on all the priority changes that need to be implemented with respect to BTC's RAIO in the short term, CBL would not object to BTC providing only a direct accounting arrangement in its 2010 RAIO. If necessary and appropriate, this could be reviewed in future versions of BTC's RAIO.

However, there is a related point that is extremely important that does not appear to have been identified by URCA. This involves the manner of, and the charging arrangement for, interconnection between an OLO's network and BTC's mobile network. CBL understands that BTC does not propose to offer direct interconnection to its mobile network. Rather, BTC plans to require OLOs to use (and pay for) a call transit service from BTC's (fixed) PoI to BTC's mobile network, rather than allowing an OLO that wishes to do so to interconnect directly with BTC's mobile network. This proposed practice constitutes a blatant abuse of BTC's dominant position to force OLOs to take and pay for a service (*i.e.*, transit) that they may neither want nor need.

CBL urges URCA to require BTC either to:

- establish a mobile PoI (which could, but need not, be physically different from BTC's fixed PoI). This would allow an OLO to interconnect directly with BTC's mobile network (if the OLO chooses to do so), and therefore place it in a position to avoid paying the transit fee; or
- provide for free any transit from its (fixed) PoI to its mobile network, so that OLOs are not penalised if BTC chooses not to offer direct PoI to its mobile network.

Question 11: Do you agree that BTC should remove any call handover requirements from the RAIO and that BTC should amend the RAIO to the wording proposed by URCA?

CBL agrees with the wording of the amendment suggested by URCA.

Question 12: Do you agree that the following terms should be incorporated in BTC's RAIO: Joining Circuit, meaning the T1 capacity provided over a PoI; Joining Path, meaning the higher level transmission bearer; and Interconnect Traffic Route, meaning the group of 64kbit/s channels over which a given type of interconnect traffic is directed. A Traffic Route will usually be carried over two diverse Joining Paths for security and may even have an overflow via another PoI to cope with unusual traffic flows?

CBL agrees with URCA that the BTC's RAIO should be modified to make a clear distinction between joining circuits, the joining path and the interconnect traffic route.

Question 13: Do you agree that further details need to be included in the RAIO on how decisions relating to the planning, construction and provision of the Joining Path are achieved and Annex G should reflect the appropriate charges of the chosen cost-recovery system?

CBL agrees with URCA that the RAIO should be modified to describe how decisions relating to the planning, construction and provision of these various elements should be made.

Question 14: Do you agree that the current number of Pols provided by BTC and its proposed approach to review interconnection requests at new Pols are feasible?

BTC's proposal to have only two Pols (one in New Providence and the other in Grand Bahama), and to charge national interconnect rates for local calls in islands where there are no BTC Pol, is unacceptable. Instead, BTC should offer to establish Pols – for both fixed and mobile traffic – on each of the Four Islands.

For example, in the case of local calls in Eleuthera or Abaco from a CBL subscriber to a BTC subscriber, CBL would have to convey traffic to BTC's Pol in New Providence or in Grand Bahama, and then BTC would have to convey the traffic back to Eleuthera/Abaco to terminate the call. In such a configuration, CBL would have to:

- support the cost of carrying the traffic on its network up to BTC's Pol in New Providence or in Grand Bahama; and
- pay for a national, inter-island, interconnect rate.

This raises obvious replicability issues. In order to remedy this situation, CBL believes that either of the following solutions should be adopted:

- establishing a BTC Pol in the main islands other than New Providence and Grand Bahama, (*i.e.*, in Abaco and Eleuthera). (Based on BTC's current practice, the establishment of a Pol in Abaco is plainly feasible.) If BTC does not have space in its network nodes in Abaco or Eleuthera for all requested physical collocations, other collocation options can be investigated (CBL-sited interconnection, in-span interconnection, etc.); or
- allowing BTC to offer interconnection only at the two Pols proposed in the RAIO (New Providence and Grand Bahama), but requiring BTC to charge local interconnection rates for calls that originate and terminate on the same island (even if at the wholesale level, the originating operator and the terminating operator actually have to convey the traffic between the island and a BTC Pol in New Providence or Grand Bahama).

Question 15: Do you agree with the following recommendations by URCA: (i) BTC should, in responding to this consultation document, provide an appropriate forecasting and capacity planning system, reflecting the scale of local operations; and (ii) the agreed forecasting and capacity planning system should be reflected in BTC's RAIO which, before being concluded, must be reviewed and approved by URCA.

CBL fully supports URCA's recommendation that BTC should provide more clarity with regard to its planning and forecasting processes. CBL agrees with the minimum requirements proposed by URCA in the consultation document and will provide comments on the process to be proposed by BTC in BTC's forthcoming response to URCA.

Question 16: Do you agree that BTC should continue to offer free local calls given the non-zero RAIO charge for intra-island interconnection?

CBL agrees with URCA's statement because the structure of BTC's retail tariffs does not necessarily have to be the same as the structure of the corresponding wholesale charges. The essential question is whether the proposed structure and level of the wholesale charges enables a reasonably efficient operator to replicate the incumbent's retail offering. More specifically:

- BTC's interconnection rates must be cost-oriented in order to comply with existing URCA obligations (and international best practice).
- CBL does not object to BTC continuing to offer "unlimited local calls"; however these calls are not, and should not be considered, as "free" (as the provision of a free service could represent anti-competitive predation given BTC's SMP position). Instead, the costs of these (unlimited) local calls should be covered by the amount of the "access fee" paid by BTC's end users. In order to ensure that this is the case, CBL urges URCA to confirm that:
 - BTC's retail pricing is not predatory or below cost. In particular, URCA should investigate whether BTC's retail prices cover both the cost of the telephony access line as well as unlimited local calls; and
 - BTC's retail offers can be replicated by OLOs on the basis of the proposed wholesale offer.

If BTC's current local access tariff is not compensatory, URCA must require BTC to rebalance its tariffs in order to allow for the development of sustainable competition on The Bahamas market. Until URCA confirms that BTC local rates are compensatory, local interconnection charges should be "zero-rated". CBL would also suggest that a flat rate (capacity based) interconnection offer be introduced as such an offer could also facilitate the replicability of BTC unlimited offer on the retail market.

Question 17: Do you agree that BTC should be able to charge a cost-oriented tariff in the RAIO for terminating calls to emergency services, and that each licensed operator should recover the costs of providing free emergency call services to their retail customers from their general revenues?

CBL agrees with this approach, which as mentioned by URCA is in line with international best practice.

Question 18: Do you agree with URCA's requirement for BTC to submit retail proposals for calls to DQ and automated ancillary services given BTC's non-zero RAIO charges for equivalent wholesale inputs?

As mentioned in Response B-16, the structure of BTC's retail and wholesale tariffs are two different – though related – subjects. It is not necessary to require BTC's wholesale rates to be structured in the exact same way as its retail rates, provided that the structure and level of the wholesale rates proposed would enable a reasonably efficient operator to replicate BTC's retail offer. CBL therefore would not object to BTC's bundling DQ and automated ancillary services with its access fee, *as long as*: (i) the access fee is actually covering BTC's relevant underlying costs; and (ii) BTC's service can be replicated by a reasonably efficient OLO. We understand that URCA is initially of the view that this may not be the case (*i.e.* that BTC's access fee may not recover all of BTC's underlying costs). If that is the case, BTC should be required to demonstrate that its wholesale charges pass the replicability test. Otherwise, CBL urges URCA to require BTC to modify either its retail service charges or the relevant provisions of the RAIO so that both conditions (i) and (ii) are fulfilled.

Question 19: Do you agree that mobile termination charges should not be included in the final RAIO except for incoming international calls to mobiles (delivered via an OLO)?

As a threshold matter, is it essential for URCA promptly to decide whether to require an MPP or a CPP regime for call charging in The Bahamas. Without knowing what charging system will be used (MPP or CPP), it is impossible to assess the reasonableness of the proposed interconnection arrangements, including whether they would involve double-charging and result in market distortions. In particular:

- If URCA adopts an MPP interconnection regime, then CBL endorses URCA's view that termination charges should not be included in the RAIO, because this would otherwise lead to BTC over-recovering its costs (to the detriment of OLOs and ultimately end users).
- If URCA adopts a CPP regime (comparable to the fixed charging and interconnection regime) then a cost-oriented mobile termination service could be included in the RAIO (as long as BTC's mobile retail customers would no longer be charged for receiving calls).

Question 20: Do you agree that it is appropriate for BTC to set a single rate in the RAIO across all times of the day / week for its fixed voice products?

CBL disagrees with URCA and suggests that a peak/off-peak tariff gradient be introduced for the following reason:

- As mentioned by URCA, a peak/off-peak differential more accurately reflects BTC's underlying cost structure of providing peak/off-peak termination call services. Having differentiated peak/off-peak tariffs therefore is more "economically efficient" than having a blended tariff and provides appropriate pricing signals to operators.
- Even though a flat-rate pricing structure is still used in the retail market, competition remains very limited in The Bahamas. However, in the future, OLOs may wish to differentiate their offers from BTC's in order to penetrate the market. Having a peak/off-peak blended rate for interconnection would limit the ability of OLOs to differentiate their offers and therefore their capacity to provide innovative offers in the retail market.

Question 21: Do you agree that BTC should publish charges for joining services for all available links in its RAIO?

CBL agrees with URCA that BTC's attempt to charge for joining services (joining circuits, paths, etc.) on the basis of a "firm estimate" is unacceptable. As recognised by URCA, this would create significant uncertainty for OLOs and create opportunities for BTC to discriminate unfairly among operators.

CBL understands that URCA has requested BTC to prepare and publish its proposed charges for joining services and that BTC will provide this information in the coming days. CBL will comment on BTC's submission in accordance with the timetable set forth in the consultation document.

Question 22: Do you agree that for its final RAIO, BTC should develop revised charges based on the amendments to its Accounting Separation model?

CBL agrees that BTC should develop revised charges based on the issues/amendments already identified by URCA with regard to BTC's separated accounts. We also note that, whilst URCA has been able to estimate the likely impact on the PoI network component issue, it has not been able to calculate the impact of BTC's volume conversion calculation error. URCA should confirm that BTC has appropriately corrected all the errors and problems identified by URCA. More generally, CBL notes that URCA's assessment of BTC's AS model appears to have been quite thorough and CBL commend URCA for its careful review.

Question 23: Do you agree with URCA's approach that where BTC has used the AS model for developing interconnection tariffs, these tariffs be used for 2010 and adjustments for efficiency be incorporated, in parallel with production of the AS model based on 2010 financials, from 2011 onwards?

CBL would recommend a minor amendment to URCA's suggested approach (Option 3b). We suggest that URCA:

- adopt the revised RAIO changes in 2010 (as suggested by URCA in its Option 3);
- undertake as soon as possible an efficiency study (as suggested by URCA in its Option 3); and
- apply retroactively the results of this efficiency study to the 2010 RAIO prices as soon as the results of the study are known.

This approach appears to be appropriate. If URCA's study confirms that BTC's prices do not represent the cost of a reasonably efficient operator, failure to retroactively adjust the 2010 RAIO rates would inappropriately allow BTC to over-recover its costs to the detriment of OLOs as well as end-users.

CBL would also like to emphasize that most countries are now evolving towards bottom up LRIC cost model to calculate the cost of termination calls for a reasonably efficient operator. We believe that such a direction should be also taken in The Bahamas in the medium term. In the short term however, it will be really important for URCA to appropriately adjust BTC accounting separation model or outputs to provide the cost of an efficient operator. In order to do so, benchmark of countries where LRIC cost models have been used could be considered.

Question 24: Do you agree with the URCA's proposal: (i) not to require BTC to change its draft RAIO charge for its calls to Directory Services for this year's RAIO; but (ii) to develop revised charges for this service, based on its AS unit cost results, in subsequent years.

CBL believes that, as identified by URCA, the benchmark provided by BTC is irrelevant and, therefore, cannot be used for setting the price of calls to Directory Services. Instead, the price of this service should be set using a cost-oriented approach. However, from a pragmatic perspective, CBL does not object to URCA's proposal that, as a temporary measure, the rates proposed by BTC should be accepted for the coming year and should be revised in the subsequent years based on accounting separation unit cost results.

Question 25: Do you agree with the revised approach and resulting RAIO charges for BTC's Automated Ancillary charges (as set out in Table 2)?

CBL believes that, as noted by URCA, the benchmark provided by BTC is irrelevant and cannot be used for setting the cost of calls to Directory Services, which should be set based on cost orientation.

From a pragmatic perspective, however, CBL does not object to URCA's proposal that, as a temporary measure, the corrected charge from the C&W Jamaica benchmark as proposed by URCA can be utilised for the coming year and should be revised in subsequent years based on accounting separation unit cost results.

Question 26: Do you agree with the revised approach and resulting RAIO charges for BTC's international transit charges?

CBL believes that, as noted by URCA, the benchmark provided by BTC is irrelevant and cannot be used for setting the cost of international transit, which should be set based on cost orientation.

From a pragmatic perspective, however, CBL does not object to URCA's proposal that, as a temporary measure, the corrected charge from the C&W Jamaica benchmark as proposed by URCA can be accepted for the coming year and should be revised in the subsequent years based on accounting separation unit cost results.

Question 27: Do you agree with URCA's proposition (i) not to require any changes to BTC's draft RAIO charges for its Operator Assistance service, but (ii) to require BTC to remove minimum call duration (of three minutes) from this service?

CBL disagrees with point (i) and agrees with point (ii).

Regarding point (i):

- CBL would like to emphasise that, as URCA has recognised, BTC has not complied with its cost orientation obligation.
- In any case, as URCA has recognised, a retail-minus discount of 15 percent is in the low-end of the range of international benchmarks. This discount level is especially inappropriate given that the aim here is to adopt a methodology that will provide a reasonable proxy for cost.
- As a result, CBL proposes that a discount of at least 20 percent should be applied to BTC's retail tariff.

Question 28: Do you agree that, in absence of further evidence on cost-reflectivity of its current charge, BTC should reduce the RAIO charge to \$1.91 per data entry?

CBL believes that the RAIO charge should be further reduced to USD1.02 per data entry. We have followed the approach proposed by URCA (*i.e.*, a top down approach based on the salary cost of an employee and the number of entries it can perform

over a year). The exhibit below presents the assumptions and calculation provided to obtain the suggested price of USD1.02 per data entry.

Item	Unit	Values
Salary Costs	\$/year	\$30,000
Time Per Entry	Minutes	4
Hours Per Day	Hours	8
Entry Per Day	Days	120
Working Days Per Year	Days/Year	254
Entry Per Year	Number	30480
Cost Per Entry	\$/Entry	\$1.02

Figure 1: High-level calculation of the cost per entry

Note:

(22 working days/month minus 10 Statutory Holidays/annum)

Question 29: Do you agree that BTC should: (i) prepare, and publish, separate charges for its two Pol facilities in New Providence and Grand Bahama; and (ii) that these charges should contain location-specific accommodation cost estimates, which are reflective of the current utilisation of the relevant facilities (i.e., an average cost per square foot charge, weighted by the share of commercial and office space)?

CBL believes that BTC should be required to prepare and publish separate charges for *all* of its Pol facilities. Because of the significant differences in accommodation costs in New Providence, Grand Bahama and other islands where Pols may be established, it is not realistic to implement a single price for accommodation at all such Pols. The charge proposed by BTC based on cost in New Providence is clearly not appropriate for access to BTC’s Pol in Grand Bahama or other islands.

In addition, CBL agrees with URCA that the office space charge used by BTC to calculate the accommodation prices is not relevant and that a relevant mix of commercial and office space costs should be used.

As a result, BTC must revise its proposed charges for accommodation at its various Pols, so they are location-specific and representative of the current use of relevant facilities (based on an appropriate mix of commercial and office space).

Question 30: Do you agree/disagree with URCA’s identification of the issues and URCA’s recommendations on the individual clauses in the draft RAIO? Please detail your response in full, clause by clause.

Please see overleaf.

Q. 30: RECOMMENDATION ON THE INDIVIDUAL CLAUSES IN THE DRAFT RAIO

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
Introduction to Interconnection Agreement				
Pages 6 to 7 of Introduction to Interconnection Agreement	BTC has included information in the Introduction which is not binding or required.	It should be noted that although these pages do not form part of the reference offer, they could influence the way that other operators read the text.	The text in these pages should, therefore, be accurate.	The reference to a “qualified” operator should be deleted. BTC should be required to offer access and interconnection to any operator licensed by URCA. BTC should not be permitted to refuse to offer interconnection and access to OLOs based on the lack of some undefined “qualification.” We note that BTC previously refused to provide access to CBL on the grounds that CBL is not “qualified” until URCA has approved CBL’s SMP remedies.
Paragraph 3 of Introduction	“The [RAIO] and attached pro forma agreement ... continue in effect until superseded by a revised [RAIO]”	Refers to the agreement attached as being in force until superseded by a revised Reference Access and Interconnection Offer.	This text here should refer to an approved revised Reference Access and Interconnection Offer. This is to ensure that BTC does not seek to make changes/impose revised terms before these are approved by URCA.	CBL agrees. The RAIO should remain in effect until a new RAIO is approved by URCA.
Paragraph 4 of Introduction	“Operators ... must first enter into a Non-Disclosure Agreement with BTC”.	Refers to the Non-Disclosure Agreement that BTC enters into with other operators. A copy has been supplied to URCA following a request.	The NDA should be made publicly available so that other operators know what they will be asked to sign. In addition the NDA should make clear that it does not prevent any party from approaching URCA and if necessary seeking URCA’s intervention. Although this is not strictly speaking required as any such agreement is subservient to the provisions of the Communications Act and any URCA regulatory measures, the above provision should be expressly included in all future NDAs so that there can be no doubt to OLOs that signing the NDA it does not affect their rights to approach URCA and if necessary file a dispute resolution application, <i>etc.</i>	CBL agrees.

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
Paragraph 5 of Introduction	"Interconnection entails reciprocal rights and obligations"	Refers to reciprocal rights and obligations.	This should be removed in line with URCA's comments regarding the reciprocity of the obligations between BTC and other operators.	CBL agrees. Please see our comments regarding reciprocity in Response B-3, above.
Penultimate paragraph of Introduction	"Immediately following an amendment to of the RAIO, the same change shall be made to an existing Interconnection Agreement"	Refers to changes being made automatically to any existing agreements if the RAIO is amended, subject to the specific decisions of URCA. However, the approval of a new RAIO could stipulate a later date for the introduction of certain provisions.	This paragraph should be qualified to say "unless URCA stipulates otherwise".	CBL agrees with the principle but does not agree that the RAIO and the Access and Interconnection Agreement should differ in any material respect except to customise the standard clauses for the specific counterparty. The RAIO should consist of a standard-form access and interconnection agreement, with annexes relating to specific service offerings, that is approved by URCA. In any case in which URCA approves an amendment to a RAIO, URCA should consider the impact on OLOs of implementing the change and require BTC to provide for reasonable transition provisions, timetables and, where necessary, migration procedures. (Please see Response B-1, above.)

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
<p>Final paragraph of Introduction</p>	<p>"This [RAIO] shall be withdrawn ... if URCA formally determines that BTC no longer has [SMP] in that market ... [A]ny obligation to provide such services under agreement shall also cease.</p>	<p>Refers to the fact that should the RAIO obligation to provide services be removed the provision under the agreement shall also cease.</p>	<p>This should be amended to expressly state that the obligation to provide such services shall end with the end of the agreement between the parties and not the date of the decision that the service no longer has to be offered as part of BTC's RAIO. This is to avoid the situation where BTC is no longer obligated to offer the service and can therefore remove it from the reference offer whilst at the same time an agreement exists where BTC has contractually agreed to offer the service at a specified price. If this is not amended, the potential exists for services to be terminated halfway through a contract because of regulatory changes. With the proposed change, the operators will have the opportunity to negotiate commercially the provision of the service and relevant terms and conditions between the time of the removal of the obligation to offer the service and the existing agreement ending.</p>	<p>CBL agrees.</p>

Main Terms and Conditions

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
Heading of agreement	Interconnection Agreement	The current agreement is headed 'Interconnection Agreement'.	The document should be headed as 'Access and Interconnection Agreement' to reflect the obligations of BTC. It should also be noted that this issue arises across the document where BTC only refers to an interconnection agreement and not to an access and interconnection agreement. The offer should therefore be reviewed to remove such inconsistencies or ensure that the definitions make it clear that the term 'interconnection agreement' includes interconnection and access services unless otherwise specified.	CBL agrees.
The parties	This Agreement is made between [BTC] and [Operator of (address)] ... sometimes collectively referred to as "Parties" or Operators" and individually as "Party" or "Operator"	As the draft agreement currently stands there is no defined term for the other operator.	BTC has removed the definition "access seeker", but should define the other operator by, for example, providing an abbreviation of the full operator's name. This is to ensure the appropriate clarity in the agreement.	CBL agrees. This convention should be followed throughout the agreement.
3.2	Available interconnection services	Please see Section 2 for URCA's comments on the scope and reasonableness of the services included in the draft RAIO.	BTC to amend the draft RAIO in line with the provisional recommendations of Section 2 of this consultation document.	CBL agrees. Please see Response B-8, above. International call termination service must be included, including termination of Freephone calls. BTC must remove the RAIO charge for call origination from BTC's mobile network to freephone numbers on an OLO's network.
6.1	The prices shall apply to the Interconnection Services irrespective of which Party is requesting access or interconnection services.	The provision would require non-SMP operators to offer BTC the same interconnection rates as BTC offers to non-SMP OLOs.	As set out in Section 2 above, URCA is of the preliminary view that it is not appropriate to include requirements for reciprocal charging within the RAIO. BTC should review the document to ensure that any other similar references are also removed.	CBL agrees. Please see our comments regarding reciprocity in Response B-3, above. Asymmetrical charges are appropriate where OLO costs for termination are different from BTC's.

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
8.2	Each Party shall use its best endeavours to adhere to the Quality of Service standards set out in Annex H — Quality of Service Standards.	URCA is of the preliminary view that ‘best endeavours’ is not appropriate. Each party should comply with the relevant standards. Occasional non-compliance would not be a cause for concern or compliance action, but continuing non-compliance (even with best endeavours) would be.	The clause should refer to compliance, not best endeavours.	CBL agrees. Quality of Service objectives need to be measurable and specified in RAIO. The RAIO should contain a liquidated damages provision that would apply in any case in which BTC does not meet the defined QoS standards. Damages should increase in cases in which BTC fails to meet QoS standards repeatedly or over an extended period. The specific circumstances in which liquidated damages may be imposed and increased should be stated in the RAIO.
11	New Services: This section suggests that the Access Seeker can request a new service already included in the RAIO (11.1) or where BTC is dominant (11.2).	There is no scope to request other services which BTC might wish to offer on commercial terms.	The scope of Section 11 should include all services. BTC must specify how and the relevant timescales within which it will consider requests for new services not included in the RAIO. Following such consideration BTC should respond to the applicants — within set timescales - where it proposes to offer the requested service/ relevant terms and conditions (which shall be subject to URCA approval) or whether it does not consider that it has SMP in the relevant market and either is not prepared to offer the service or is prepared to offer it on a commercial basis.	<p>The RAIO should specify a process by which OLOs may request provision of new services that the OLO believes are part of a market in which BTC has SMP. The RAIO should further specify a process by which BTC may decline to offer a service under the RAIO based on the contention that it lacks SMP in the market for the requested service, and by which the OLO may contest BTC’s position. The process should specify the criteria and timeframes for response from BTC. However, where both parties agree that a requested service is not in a market in which BTC has SMP, the matter should be dealt with via a separate commercial agreement.</p> <p>In the case of new services to be offered in a market in which BTC has SMP, the RAIO should provide that if new services are added for one OLO they should be included in the RAIO and available to all OLOs.</p> <p>The RAIO should expressly state that an OLO may request the establishment of a new PoI at any technically feasible location. BTC has not placed all technically feasible PoIs in the RAIO. For example, BTC currently offers interconnection to one operator in Abaco, but has not included this location as a PoI in the proposed RAIO.</p>

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
12	Network Planning is based on the 3 year Network Plan, defined as “a diagram of the layout and structure of the Networks of the Parties, including the Points of Interconnection and Joining Circuits. It shall also show major changes proposed by a Party for its Network over the next three years”.	There appears to be no formal structure for the exchange of forecasts and ordering processes based on these, as typically found in RIOs.	This issue is dealt with in greater detail in Section 2 above: “Forecasting and Planning” BTC to amend the draft RAIO in line with the provisional recommendations of Section 2 of this consultation document.	CBL agrees. A forecast and planning process should be included as part of the RAIO. In the case of one-way trunks, the process could include a three-month commitment. However, the process should have greater flexibility when two-way trunks are used.
13.2	Neither party can knowingly connect equipment or apparatus to its network that has not been approved by “the relevant approvals authority”.	Reference is made to connecting equipment (including terminal equipment) not approved. Clarification needs to be provided as to the identity of the approval authority.	URCA proposes the text should be amended as follows: “Neither Party shall knowingly connect or permit the connection to its Network of any equipment or apparatus, including any terminal equipment that is not approved by URCA or by regulatory or other measures issued by URCA.”	CBL agrees.

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
16.2	Neither party can expressly or by omission or implication misrepresent their relationship or the services provided.	This clause prohibits each party making certain statements in relation to services offered in the retail market. It is not clear why clause 16.2.3 is included in that there should be no restriction on the operator making it clear to its customers, if it so wishes, that certain services are provided to it by another operator. It is also not clear what is the effect or result of a breach of this provision.	It may be appropriate that a provision is included in the RAIO which prohibits denigration. That is, operators should be prevented from denigrating other operators.	<p>This provision is unjustified and should be removed. Any claim of denigration can be addressed under general civil law principles.</p> <p>As drafted, this provision could be interpreted to require an OLO to affirmatively disclose the extent to which it has exercised its rights to access and interconnect with the BTC network or, alternatively, could prevent an OLO from informing a customer that an outage has been caused by a failure on BTC's network.</p>
16.4	Cooperation and notification by one party to the other to detect and prevent fraud, theft or misuse of each other's services or equipment.	Clause does not say what is the effect or result of a breach of this provision	BTC should define what is to happen should one of the parties become aware of these situations and fails to cooperate with or notify the other party.	While CBL generally supports inclusion in the RAIO of clear statements of the consequence of non-performance, we do not believe it is necessary in this situation. We expect all parties to take this obligation seriously because it is in their common interest to do so.

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
<p>18.2.4</p> <p>18.4.5</p> <p>19.1.4</p>	<p>Interconnection services cease if the Other Party is bankrupt.</p>	<p>The current wording simply provides that a five days notice is given to URCA. In practice, URCA may well require interconnection to continue to allow the customers of the failed network to continue to use essential and emergency services. Equally, the Administrator may want to sell the company as a 'going concern'.</p>	<p>Suspension of services should only apply should URCA not object.</p>	<p>CBL agrees.</p>
<p>18.3.4</p>	<p>One Party to an interconnection service shall not be liable to the other party for any damages or losses suffered by the second party arising from the suspension of service.</p>	<p>The clause provides for the effects of suspension and seeks to limit the liability resulting from the suspension of the service.</p>	<p>This should not apply in cases where the suspension was wrongful. This is to ensure that the party seeking to suspend the services of another operator appreciates the fact that if it transpires that the suspension was wrongful it may be liable to pay damages to the other party.</p>	<p>CBL agrees.</p>
<p>18.4.3</p> <p>19.1.3</p> <p>21.1.2</p> <p>27.1</p>	<p>A party may suspend the agreement where the other party has ceased to operate as a provider of "telecommunications services" to customers</p>	<p>Contextual or grammatical error regarding "telecommunications services".</p>	<p>Replace "telecommunications" with "electronic communications".</p> <p>The RAIO should be reviewed and where appropriate this change made in all relevant places.</p>	<p>CBL agrees.</p> <p>CBL agrees.</p>

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
18.4.4	A party may suspend the agreement where the other party has failed to provide or renew financial security under "Clause 26".	Reference is made to Clause 26 of the Main Terms and Conditions which does not seem to relate to this sub-clause.	URCA presumes that Clause 18.4.4 should rather refer to Clause 24.	CBL agrees. As discussed below in respect of Clause 24, imposition of a financial security requirement may not be appropriate in some cases.
19.1.1	Termination of interconnection services and the interconnection agreement.	This clause provides that: 19.1.1 Where termination is warranted by the continuing failure of the other Party to take action to rectify a fault condition that threatens the safety of the first Party's Network in accordance with Clause 13.	The word "first" should be amended to ensure that it covers not only BTC but also the other operator.	CBL agrees. The word "other" should be replaced with "a", and the word "first" should be replaced with "other".
19.2.4	One party to an interconnection service shall not be liable to the other party for any losses suffered by the second party arising from termination of the service.	The clause provides for the effects of termination and seeks to limit the liability resulting from the termination of the service.	This clause should not apply in cases where the termination was wrongful. This is to ensure that the party seeking to terminate the services of another operator appreciates the fact that if it transpires that the termination was wrongful it may be liable to pay damages to the other party	CBL agrees.
19.3.1	Provisions for terminating the agreement.	"Has been declared" appears twice.	Delete second occurrence.	CBL agrees.

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
19.4.3	On termination of the agreement under clause 19.3, the party whose agreement is being terminated is responsible for paying all direct costs incurred by both parties in removing equipment and cabling at all relevant Poles, switches, shared sites and shared facilities.	This clause implies that the Access Seeker will always be responsible for both parties' direct costs of removing equipment and cabling.	This clause should be amended to ensure that each party is responsible for its own costs.	CBL agrees.
20	Force Majeure includes labour disputes	Labour disputes, unlike most Force Majeure events, are not wholly outside of BTC's control and it may not be appropriate to allow such disputes to be so classified.	This should be amended to exclude cases which are within the sphere of influence of the party that fails to complete its obligations. The usual approach is to state "labour disputes falling outside its sphere of influence". This would exclude, for example, management lock outs that are purely within the control of the licensee	CBL agrees.
20.5	Force majeure for 6 months or less	Contextual or word omission from clause regarding reference to "20.2"	Insert "Clause" before "20.2"	CBL agrees.

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
21.1	Review of the agreement on the material modification of either party's licence	Clause 21 seeks to provide for those cases where a party may seek to amend the agreement between them. The clause as it currently stands does not provide scope for negotiations arising from a change in the needs of the other operator or new services or circumstances as being grounds whereupon the other operator may seek a review.	This clause should be modified to allow other operators to seek to review the agreement in such cases.	CBL agrees.
21.3	Initiation of a general review of the agreement on its anniversary date	This clause provides that a notice may be served for review on the anniversary of the day in clause 1. Clause 1 does not specify a date (we assume that this means the date of the agreement but this should be clarified). In addition setting the date for serving a review notice as the date of the contract could mean that the negotiations may only start after the agreement ends (assuming the agreement runs for a number of years).	The provision should be amended to allow for the notice to be served at any point in time that is no more than four months from the date that the current agreement between the parties will expire. This should allow for time to negotiate and if necessary refer issues to URCA.	CBL agrees. In addition, there should automatically be an annual review.

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
21.4	BTC may review the terms in Annexes C, D, E and G and may issue a review notice at any time if it concludes that any of the terms in those Annexes should be varied.	The current text provides for unilateral changes to be made by BTC to an agreement between parties which has received the prior approval of URCA. The clause does not specify the amount of prior notice for giving a Review Notice or under what circumstances BTC might issue such a notice.	Unilateral changes cannot be made in these cases and the text should be amended. If BTC considers that there are cases where changes may need to be made to the annexes specified in this clause it should provide that such changes may be made subject to the prior written approval of URCA and that notice will be given to the other party in accordance with the approval received. It should also provide for notice to be given to the other operators of the changes required so that if they object they can raise such objections/concerns with URCA before it takes a decision on such changes.	CBL agrees. Either party should be permitted to request a review of these terms at any time.
21.7	If after 3 months the parties have failed to reach agreement on the subject matter of a review notice, either party may pursue the dispute procedure in Annex F.	The 3 month period before invoking the dispute procedure might not be required in all circumstances.	The period of three months stipulated as a minimum period after which disputes procedures may be commenced should be qualified to allow for a reduction of the relevant period for cases whereby it is clear that no agreement can be reached between the parties.	CBL agrees. Either party should be able to declare an impasse and, following written notice to the other party, should be able to request early initiation of the dispute resolution procedures.
21.8	Subject to the procedures approved by URCA, if any amendment is made to the [RAIO], the Parties shall be deemed to have agreed an equivalent amendment to the terms of this Agreement with effect from the date on which the amendment to the [RAIO] takes effect and no further formality shall be required to give effect to such an amendment.	There may be cases of interconnection disputes where only the two parties involved are aware of the case and make representations to URCA. It would thus be unfair to others to be bound by such a decision if they have not been given the opportunity to put their views forward.	The clause should be amended to state “unless otherwise specified by URCA” to ensure that regulatory decisions can either be generic and apply to all interconnection agreements as currently specified or apply only to specific cases between two parties as it may be considered appropriate by URCA.	In cases in which URCA’s decision is generic, it should be reflected in the RAIO. In cases in which URCA’s decision applies only to two parties, URCA should publish a non-confidential version of its decision so that all OLOs are aware of the principle that has been established in case it may also be applicable to their agreement with BTC.

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
21.9	Amendments to contact details may be effected by informing the other party at any time.	The potential informality of amending contact details information.	Changes to contact details/information should be provided at least 24 hours before they become effective to ensure that they are up-to-date and no gaps arise between notification and changes becoming effective.	CBL agrees. Any such notification should be in writing.
22.3	Disclosure of information to another party	Contextual or grammatical error as clause says “the first Party the other Party”.	Delete the words “the first Party”	CBL agrees.
23.5	Preservation of confidentiality of customer information passed between the interconnecting parties	Clause does not say what is the effect or result of a breach of this provision.	This issue arises in a number of areas – BTC should review the agreement and specify either on a clause by clause basis the implications of breaches or ensure that these are covered by the generic provisions of the agreement.	CBL agrees.

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
23.7	Retains effect of clause 23 for 60 months after termination or expiration of the agreement.	The period of 60 months provided as the time by which confidentiality provisions expire is inappropriate if information continues to be confidential after the end of the relevant period.	<p>The agreement should provide that the provisions shall remain in force in perpetuity for so long as information remains confidential. If BTC wishes, it can stipulate expressly the instances where the information ceases to be confidential/is not confidential (<i>e.g.</i>, where the information:</p> <ul style="list-style-type: none"> - has become public domain through no fault of the Receiving Party; - was already in the prior knowledge of the party, as evidenced by its records; - was lawfully received by a third party having the right to disseminate the information; - was independently developed by the Receiving Party; - was compelled by law to be disclosed pursuant to the requirement of a Government Agency or a Court Order; - ceases to be confidential due to other reasons objectively demonstrated). 	CBL agrees.

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
24	Bank Guarantee	The Bank Guarantee can be for an amount up to 3 months of forward-looking revenues associated with the RAIO services.	<p>The clause raises, among others, the following issues:</p> <p>24.1 - It provides for a bank guarantee representing three months of forward-looking revenues, but does not take into account the financial obligations that BTC may have towards the other party. This should be amended to expressly state that the bank guarantee cannot be worth more than three months of forward looking revenues and must take into account amounts that will be payable to the other licensee, unless BTC provides a similar guarantee to the other licensee.</p> <p>24.1 - It does not take into account the financial standing of the company or previous dealings with the company as factors in setting the security level,</p> <p>24.1 - It provides that the financial security may be provided by means of a bank deposit guarantee or any other form of security “reasonably acceptable” to BTC. This should be amended so that the other operator can select the form of security to be provided, subject to it being in line with standard commercial practice in The Bahamas. This avoids the possibility of BTC selecting the form of guarantee to be provided, which may be more costly than other available options, so long as it protects its financial interests in line with standard commercial practice.</p> <p>24.2 - The quarterly review period appears to be rather short and a six-month period may be more appropriate.</p> <p>24.2 – The clause is not very clear as to the basis upon which the quarterly review will be carried out nor the process by which the result, if not satisfactory to one of the parties (most likely the Access Seeker), can be challenged.</p>	<p>CBL agrees.</p> <p>CBL agrees. The RAIO should expressly acknowledge that, in some circumstances – such as where the other party is a well-established company that poses no genuine financial risk – no bank guarantee will be necessary.</p> <p>CBL agrees.</p> <p>CBL agrees.</p> <p>CBL agrees.</p> <p>CBL agrees.</p>

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
			<p>24.3 - This clause appears to be missing; renumber "24. " as "24.3" and renumber sub-clauses as "24.3.1", etc.</p> <p>24.3 - It should be made clear by the inclusion of the word "and" after sub-clause 24.3.1 that all the conditions must be met for the guarantee to be presented to the Bank for payment.</p> <p>24.5 – Renumber as "24.4"</p>	<p>CBL agrees.</p> <p>CBL agrees.</p> <p>CBL agrees.</p>
26	Delivery and acknowledgment of receipt of written notices by paper-based and electronic means.	Mandatory requirement for the party receiving a notice to confirm receipt in the same manner as it was received, whether paper-based or electronic. Further, there is no stipulation as to what is to happen if the receiving party fails to confirm receipt within the specified period or what is to happen if the receiving party confirms receipt outside of the specified 24-hour period.	The current clause should be reviewed and revised to take into account URCA's concerns regarding the presumed receipt of a letter or fax.	CBL agrees. If the party to which the notice was sent does not provide the required acknowledgement within 24 hours, a second notice should be sent to a designated senior officer.

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
27	Limitation of liability	The current text concerning limitation of liability seeks to provide, wherever possible, elimination of the liability of BTC, since de facto BTC will be the main supplier of services.	<p>The current clause should be reviewed and revised to take into account the following concerns:</p> <p>a) A party may not limit its liability where the damage caused arises as a result of the wilful acts of the party responsible and in particular in cases of wilful misconduct, gross negligence, criminal activity, fraud, deliberate acts of sabotage by the Access Provider’s employees, etc.</p> <p>b) A clear stipulation should be provided that no party may exclude or limit its liability for anything which is not permitted by law.</p> <p>c) Clause 27.4 appears to seek to put the operators away from the jurisdiction of the courts if it is found that it was their fault that customers were unable to access emergency services and as a result the customers have a claim against the operators. This is not a normal provision and it should be deleted from the reference offer.</p>	<p>CBL agrees.</p> <p>CBL agrees.</p> <p>Limitations on consequential damages are typically included in customer contracts and therefore litigation is unlikely to arise in the absence of criminal negligence. In any event, the clause should make clear that the party at fault will bear the ultimate liability.</p>
28	Severability	The current text concerning severability is limited to such findings by “any court having jurisdiction”.	The current clause should provide that in addition to any court deciding that a provision is unenforceable, this would also include decisions by URCA, the Utilities Appeal Tribunal, or other relevant bodies.	CBL agrees.
29.2	Assignment of rights, benefits and obligations under the agreement to any successor to one of the parties to the agreement that is granted a licence “to run the Network of the assigning Party”.	URCA does not grant licences to “run” specific networks.	This clause needs redrafting to take account of this fact.	CBL agrees.

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
30	The agreement constitutes the entire agreement between the parties and, unless agreed in writing between them, supersedes all previous agreements, whether oral or written.	The current text omits to mention the possible inclusion of regulatory or other measures issued by URCA.	A provision should be added to stipulate that, in addition to anything agreed in writing between the parties, elements binding both parties may also be found in regulatory or other measures issued by URCA and which specify this expressly.	CBL agrees.

Annex A - Service Schedules

A.1.1 A.2.1 A.3.1	Calls include facsimile transmission.	Low speed data transmission should also be included (modems and DTMF keying)	Update all schedules to include data.	CBL agrees.
A.1.1	Termination of calls from international origins is specifically excluded from this Agreement.	This is both discriminatory and acts as a barrier to competition in international calls.	This is covered in detail in Section 2. Call termination should be provided to OLOs on a non-discriminatory basis irrespective of call origin.	CBL agrees. Please refer to Responses B-5 and B-6, above. BTC has been declared to have SMP on the provision of (national) call termination services on its network, irrespective of the origin of the call. In order to allow OLOs to compete effectively with BTC on the retail telephony market, the RAIO must provide for access to the provision of call termination on BTC's network (irrespective of the origin of the call) on a cost-oriented basis.

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
A.1.1	The paragraphs on Call Handover mandate near-end or far-end handover.	Many RIOs no longer include such requirements. As long as Access Seekers pay for termination according to costs incurred, it should be reasonable for handover at any point – though in practice the price signals will promote the usual far-end/near-end handover as described.	The RAIO should be updated in line with the provisional recommendations on call handover set out in Section 2.	CBL agrees.
A.1.3 A.2.3 A.3.3 A.4.3 A.5.3 A.7.3 A.8.3 A.10.3 A.11.3	Supply conditions	Contextual or grammatical error concerning description of parties	Replace “The Parties” with “The Access Provider”. As this is an issue that arises across the document, BTC should review the document and make this correction wherever it occurs.	CBL agrees. CBL agrees.

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
A.1.5	Fault rectification and service restoration	The fault rectification should be non-discriminatory.	The fault rectification should clearly stipulate that faults shall be corrected in the same speed and priority as if they related to BTC's own network. This should be applied across all services offered (i.e., service provided at least of the same quality as for the party's own network).	The RAIO should have QoS measures that specifically address fault rectification and service restoration, along with associated damages for failure to meet these standards. The RAIO should further stipulate that, at a minimum, the standard is "no less favourable" than BTC's internal practice. In order to ensure transparency, BTC should be required to report periodically to URCA on fault rectification times and procedures in respect of both OLOs' and its own retail operations.
A.1.9 A.2.9 A.3.9	Charging	Contextual or grammatical error concerning who is responsible for billings.	Replace "The Parties shall bill the other Party" with "The Access Provider shall bill the Access Seeker".	CBL agrees.

A.4.9

A.5.9

A.7.9

A.8.10

A.10.9

A.11.10

A.12.11

A.13.22

A.13.29

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
			As this is an issue that arises across the document, BTC should review the document and make this correction wherever it occurs.	CBL agrees.
A.3.9	The Access Seeker is to pay the Access Provider for conveying call termination traffic to mobile numbers.	As set out in Section 2, a mobile termination rate should not be charged where BTC also applies a receiving party pays regime for retail services.	The charging obligations for termination traffic on the access seeker's network should be removed, except where the call has originated outside The Bahamas (and hence where RPP does not apply).	CBL agrees. Otherwise, there would be an unreasonable and anticompetitive double charge for mobile calls where RPP is in effect. Please refer to Response B-19, above. This approach is consistent with the way in which URCA has directed BTC to price international mobile calls (<i>i.e.</i> , BTC may not charge the mobile operator for incoming long-distance calls). Please also refer to Response B-19, above.)
A.4.8	Routing principles	Contextual or grammatical error regarding terminating calls.	Replace "Termination Calls" with "Terminating Calls" as occurs in A.1.8, A.2.8, and A.3.8.	CBL agrees.
A.5.1	Service definitions for directory enquiries service to the 916 "prefix".	URCA questions whether the service description is complete and the use of the word "prefix" in relation to directory enquiries services.	The services described here should also include any other numbers specified by URCA in the Numbering Plan for use for Directory Enquiries. The word "prefix" does not appear to be correct as 916 is a short code.	CBL agrees.
A.5.2	Call handover	Grammatical error.	Remove second full-stop at end of clause.	CBL agrees.
A.6.2	Access provider will include access seeker's subscriber information in its directories subject to "the same rules of listing and inclusion rules as apply to other listings and inclusions".	The "rules of listing and inclusion" are not included in the draft RAIO.	URCA was given to understand from BTC that the "rules of listing and inclusion rules" could be found in the Company Policies section of the 2010 White Pages Telephone Directory. However, URCA was unable to identify such rules in the directory; therefore BTC should specifically incorporate these rules into the RAIO.	CBL agrees.

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
A.6.4	The Access Seeker is to provide the Access Provider with directory inclusion information, as specified by the Access Provider’s database administrator in electronic form and free of charge.	Whether the Access Seeker will charge for providing the information is a matter for the access seeker.	<p>The section should be amended so that the data and format to be supplied is agreed between the two parties as it is not for BTC’s RAIO to specify that it should be free of charge. The Access Seeker may charge for the service provided.</p> <p>It would also seem more appropriate if the supply conditions for directory number inclusion were specified in the RAIO rather than left to BTC’s database administrator to specify.</p>	<p>The RAIO should define the process for updating directory information. For example, it should specify the process to be followed if a customer moves from BTC to an OLO, or from one OLO to another OLO. Also, the RAIO should specify how often the Access Provider will update its directory listing.</p> <p>In addition, the RAIO should stipulate that the Access Provider must provide the Access Seeker with a listing of its directory numbers to enable the OLO to replicate the service.</p>
A.7	Operator assistance services including as service definition to the 0 “prefix”.	URCA questions whether the service description is complete and the use of the word “prefix” in this context.	<p>BTC should clarify this clause by describing the service provided, not the number used for the service. Further, the word “prefix” does not appear to be correct as ‘0’ (i.e., zero) is not a short code.</p> <p>The services described here should also include any other numbers specified by URCA in the numbering plan for use for Operator Services.</p>	<p>CBL agrees.</p> <p>CBL agrees.</p>
A8.10	Charging: For the conveyance of Emergency Calls by the Access Provider is a public service, the Access Seeker shall pay the Access Provider a charge calculated in accordance with the rates as specified in Annex G - Price List. The Parties shall bill the other Party for this service in accordance with Annex F – Billing Processes.	There appears to be a grammatical error in this sentence.	BTC to clarify. Otherwise replace “For” at the beginning of the clause with “As”.	CBL agrees.

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
A.9.1	Service definition for Call Origination Service to Domestic Freephone Numbers	BTC omits to include a service definition and other specifications for a "Call Termination to Domestic Freephone Numbers" whereby calls originating on an Other Licensed Operator's network terminate at domestic freephone numbers on BTC's network.	Because BTC has been assigned the NXX Code for domestic freephone numbers (1-242-300-xxxx), BTC needs to devise a service description in the RAIO arising from the fact that it has to route calls to freephone numbers originating on an OLOs network and terminating on BTC's network.	CBL agrees. This service is required so that an OLO's retail clients can call any Bahamian number. Please refer to Response B-8, above.
A.10.1	International Call Transit Service	This service excludes international settlement and traffic arrangements.	OLOs should have the same opportunity to pay the same for call termination in foreign countries as BTC as detailed in Section 2.2.2 above.	International call conveyance is a contestable service, not a bottleneck that BTC controls. BTC should be allowed to earn a reasonable rate of return for the provision of this service. Please see Response B-6, above.
Diagram A9	Call direction of International Call Transit Service	This diagram omits to include call origination from the Access Seeker.	Revise the diagram to include call origination from the Access Seeker.	CBL agrees.
A.10.2 A.11.2	Call handover at the Pol agreed between the parties.	See Section 2.2.6 of the consultation document for URCA views on handover arrangements for call conveyance services.	BTC should remove any call handover requirements from its final RAIO as detailed in Section 2.2.6 above.	CBL agrees.
A10.9	BTC requires direct accounting for international transit calls.	This is unreasonable, and is likely to impose a significant cost on OLOs.	Cascade accounting should be provided, with the international transit service also covering far-end termination. This is discussed above in Section 2.	CBL does not object to allowing BTC to provide only a direct accounting arrangement in its 2010 RAIO. Please refer to Response B-10, above.

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
A.11.1	Service definition of National Call Transit service	It is unclear how the service definition of national call transit services applies to calls handed over to “the mobile network of the Access Provider” in light of the service definition in A.3.1.	<p>Clarify how the service definition of national call transit services applies to calls handed over to “the mobile network of the Access Provider” in light of the service definition in A.3.1.</p> <p>The words “access provider” should be capitalised.</p> <p>BTC needs to define what it means by “MCS”.</p>	CBL agrees. The treatment of mobile call termination in the RAIO must be amended. For example, the RAIO does not provide for the establishment of a PoI for mobile calls. Rather, BTC is proposing to impose a transit charge for every mobile call, which would significantly increase costs, and potentially degrade service quality, for OLOs seeking to provide mobile services. Please refer to Response B-10, above.
A.11.10	BTC requires direct accounting for national transit traffic.	This may be reasonable when the number of OLOs is low, but direct accounting can become a barrier as the number of operators increase.	Consider the use of cascade accounting for national transit traffic. This is discussed above in Section 2.	CBL does not object to allowing BTC to provide only a direct accounting arrangement in its 2010 RAIO. Please refer to Response B-10, above.
A.12	Joining Circuit Service is defined as being a T1 circuit.	At various places in the RAIO, the term ‘Joining Circuit(s)’ is used when the higher level transmission bearer is implied (e.g. a fibre of radio link working at DS3 or STM1/OC-3). Elsewhere the term is used when the interconnect traffic route is implied.	BTC to amend the draft RAIO in line with the preliminary recommendations in Section 2 above: “Joining Circuit Service”.	CBL agrees. Please refer to Response B-12, above.
A.12.3	Responsibility of the operators	Contextual or grammatical error regarding the identity or designation of each contracting parties.	Replace “The operator” with “The Access Seeker” and replace “the other Party” with “the Access Provider”.	CBL agrees.

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
A.12.4	Each operator is responsible for providing and maintaining the Joining Circuit from its Network to the mid-point of the Joining Circuit or as otherwise agreed between the Parties.	This is incorrect. The concept of mid-point is not appropriate to domestic interconnection circuits. The responsibility of each party is always up to the Point of Interconnection (PoI).	This clause should be amended to read: "Each operator is responsible for providing and maintaining the Joining Circuit from its Network to the Point of Interconnection."	CBL agrees.
A.12.7	Unless otherwise agreed between the Parties, a minimum of two T1 interconnection circuits and two signalling circuits shall be provided on each Joining Circuits.	Another example of the incorrect usage of the term 'Joining Circuit'. If a JC is a T1 circuit, it cannot comprise two T1s.	This issue is dealt with in greater detail in Section 2 above: "Joining Circuit Service".	CBL agrees.
A.12.11	The Access Seeker and the Access Provider shall share the costs of providing the Joining Circuit as specified in Annex B, Clause B.7.3. The Parties shall bill the other party for this service in accordance with Annex F.	The text as currently drafted does not appear to comply with Section 5.13 of the Final Access and Interconnection Guidelines. Contextual or grammatical error regarding who is responsible for billings.	Needs to be amended to read "shall equally share the costs" to comply with Section 5.13 of the Final Access and Interconnection Guidelines. Replace "Annex F" with "Annex E". Replace "The Parties shall bill the other Party" with "BTC shall bill the Other Party"	CBL agrees. Please refer to Response B-13, above. CBL agrees. CBL agrees.

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
A.12.12	'Dimensioning' of Joining Circuits.	Clause 12.12 partly duplicates what has already been stated in Clause 12.3. The clauses referenced in Annex H are mostly about provision and repair and not 'dimensioning' which is dealt with only in H3. In any event, it is not Joining Circuits that are dimensioned, but the Interconnect traffic routes carried over the collection of Joining Circuits.	This issue is dealt with in greater detail in Section 2 above: "Joining Circuit Service".	CBL agrees.
A.12.14	Decommissioning of Joining Circuits	Section D14 suggests that Joining Circuits may be requested to be removed within 25 days. It is more common for any such reduction on network capacity to be subject to 3 months notice as part of the forecasting process. However, 25 days is appropriate if the JC is being re-established elsewhere, as it may fall within the provisions for Network Alterations.	This issue is dealt with in Section 2 above: "Forecasting and Planning"	CBL agrees.

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
A.13.2	Unavailability of co-location space leads to offer of customer sited interconnection.	In-span interconnection (ISI) should also be considered.	A13.2 should be amended to include ISI.	CBL agrees.
A.13.3 A.13.5 A.13.25		Grammatical errors regarding capitalisation at the beginning of each sentence.	The word “the” at the beginning of each clause should be capitalised.	CBL agrees.
A13.12	On site works is described	Facilities should be provided for a ‘dirty area’ where crated equipment can be unpacked prior to installation in the designated co-location area.	A13.2 should be amended to provide for temporary unpacking facilities.	CBL agrees.
A.13.13	The Access Provider shall rectify any damage in any way it deems fit, the cost and expense in connection with the damage including for the repair thereof shall be borne by the Access Seeker.	This clause fails to require the Access Provider to contain or reasonably manage the costs of repairing damage caused by the Access Seeker.	The clause should be revised to the following: “The Access Provider shall rectify any damage in the most appropriate way and the reasonably incurred costs in connection with the damage including for the repair thereof shall be borne by the Access Seeker.”	CBL agrees. The Access Provider should be required, on request, to document the work performed, the reason why the work was necessary and the basis on which any repair charges have been calculated.
A13.16	The Access Seeker shall comply with the Access Provider’s standards for equipment installation.	No standards are quoted in the RAIO	A.13.16 should either include a reference to any such standards specified and approved by URCA, or it should be removed.	CBL agrees.

Cross-ref. to draft RAI0	BTC proposal	Issue	URCA Recommendation	CBL Response
A13.24	“The Access Provider’s equipment is placed in premises other than the premises in which the Point of Interconnection is located, and a Joining Circuit is provided between this equipment and the Point of Interconnection.”	This statement is not correct in cases where the Joining Circuit is provided over a higher capacity transmission bearer. In such cases, the Access Provider’s multiplex equipment is sited in a co-location area in the Access Seeker’s building.	A.13.24 should be amended to clarify the location of any multiplex equipment.	CBL agrees.
A.13.25	[T]he Access Seeker is responsible for the sourcing and ordering of Customer Sited Interconnection space and services, for the maintenance of the equipment it places in this space.	This clause omits a charging clause similar to A.13.22 to specify who is responsible for what charges and should specify that the Access Provider will be billing the Access Seeker.	BTC to add a charging clause which states that the Access Provider will pay the Access Seeker (a negative charge).	We assume that URCA intends that any charges for Customer Sited Interconnection space should appear on the invoice sent by BTC to the Access Seeker as a credit against the charges assessed by BTC. The clause should be revised to clearly implement that intent.

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
A13.26	Physical arrangements for In-span interconnection.	In practice, ISI rarely requires a fibre splice, as the Pol is a footway box close to one of the two buildings and a single fibre is drawn into the building concerned. If an optical distribution frame owned by the Access Seeker is employed, as suggested, then this would be a form of CSI, not ISI as ODFs are very rarely employed in footway boxes.	Clause 13.26 should be amended to reflect practical ISI solutions.	CBL agrees.
A13.29	"Each Party shall bear half of the costs of providing the In Span Interconnection Service".	This division of costs is not reasonable in the very common case that the footway box Pol is close to one of the two buildings (usually the Access Provider's).	Clause A.13.29 should be amended to state that each party pays the costs up to the agreed Pol. See also discussion in Section 2 above on "Joining Circuit Service".	CBL agrees.
A.13.29	"The Parties shall bill the other Party for this service in accordance with Annex F".	Contextual or grammatical error regarding the responsibility for billings. This clause needs to clarify what is the billing reference, what service it covers and when it is applicable.	Clarify what the billing reference refers to, what service it covers and when it is applicable. Replace "Annex F" with "Annex E". Replace "The Parties shall bill the other Party" with "BTC shall bill the Other Party".	CBL agrees. CBL agrees. CBL agrees.

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
Schedule 1 to Annex A	List of Services taken	Omits to include “Call Termination to Freephone Numbers” as a possible service.	Call terminations to freephone numbers should be included as a service	CBL agrees.

Annex B – Ordering Process

B.3.1	On receipt of a Service Request for an Interconnection Service the Access Provider shall examine the request and provide a Preliminary Response and a Considered Response to the Access Seeker.	This clause does not specify any timeframes for responding.	The Access Provider should confirm receipt of the Request within 24 hours. This is to avoid issues concerning receipt and resulting time commitments. Section B.3.2 needs to be amended accordingly.	CBL agrees.
B.3.2	“The Access Provider shall provide a preliminary Response within 5 Working Days containing at least the following information ... Additional information, if any, that is required by the Access Provider in order to finalise its assessment of the Service Request”.	Ensuring that requests for additional information are proper and are not used for delay purposes.	Amend the clause so that where additional information is required, the Access Provider should justify this by explaining why the additional information is required.	CBL agrees.
B.3.3	Additional information	Contextual or grammatical error regarding what additional information is being requested.	Request for “nominated additional information” seems incorrect.	CBL agrees.

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
B.3.6(b)	Initiation of the dispute resolution procedures by the Access Seeker where there is full rejection of a Service Request after 10 working days from the date of a Considered Response.	It is not clear why there is a provision that 10 days must elapse from the date of the response to initiate the dispute procedure.	A provision must be added that the dispute resolution procedure can be initiated by the date after a Considered Response is due and where one is not provided. This is to cover failures to respond.	CBL agrees.
B.3.7	Initiation of the dispute resolution procedures by the Access Seeker where there is joint consideration of a part acceptance of a Service Request after 15 working days from the date of a Considered Response.	It is not clear why there is a provision that 15 days must elapse from the date of the response to initiate the dispute procedure.	The comments made in B.3.6(b) above regarding the 10 days similarly apply in relation to the 15 days provided here in B.3.7.	CBL agrees.
B.3.8(b)	Initiation of the dispute resolution procedures by the Access Seeker where the Access Provider advises that more time is required to assess a Service Request after 10 working days from the date of a Considered Response.	It is not clear why there is a provision that 10 days must elapse from the date of the response to initiate the dispute procedure.	The comments made in B.3.6(b) above regarding the days that must pass for the dispute resolution procedure to be commenced apply here in B.3.8(b) also.	CBL agrees.
B.5.1	Scope of provisioning processes for traffic services.	Omits to include "Call Termination to Freephone Numbers" as a possible service.	BTC to include "Call Termination to Freephone Numbers" as a possible service.	CBL agrees. Please refer to Response B-8, above.
B.5.3	Planning and Forecasting	The details of how planning and forecasting are to be performed is not included.	See URCA's comments above regarding "Forecasting and Planning"	CBL agrees. The RAIO should contain a formal process for forecasting. Please refer to Response B-15, above.

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
B.6.11	"The Access Provider will acknowledge the receipt of the Advanced Facility Order within two Working days and indicate the deadline for the submission of the Firm Estimate."	Omits to specify a reasonable time period for the deadline for submitting a firm estimate	Amend the clause to include a specified period for submitting a firm estimate to the Access Seeker to avoid the potential for delays.	CBL agrees.
B.6.12	"The Access Provider will then provide the Access Seeker with a Firm Estimate for the cost of providing the services requested and a firm delivery date. ... The Firm Estimate will be provided in the timescales set out in the Advanced Facility Order Acknowledgment."	Omits to specify a reasonable time period for the deadline for providing a firm estimate or a firm delivery date	Amend the clause to include a specified period for providing a firm estimate or a firm delivery date to the Access Seeker to avoid the potential for delays.	CBL agrees.

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
B.7.2	<p>“There is no need for a Service Request for additional circuits on an existing Joining Circuit Service. Where the Access Seeker requires additional capacity on an existing Joining Circuit Service, it will request confirmation that spare capacity exists on the link with a business letter to the Access Provider before submitting a Firm Capacity Order.”</p>	<p>Usually, traffic circuits are ordered and used in blocks of 24, corresponding to each 24 channel T1 circuit used for the Joining Circuit. Should the text shown left be interpreted as describing a situation where less than the full complement of 24 channels is activated, or is it describing the situation where an additional Joining Circuit is added to an existing higher level transmission bearer?</p>	<p>Clause 7.2 should be clarified. See also Section 2 above: “Joining Circuit Service”.</p>	<p>CBL agrees.</p>
B.7.3	<p>“On bi-directional Joining Circuits the costs set out in the Firm Estimate will be shared 50/50 between the Access Provider and the Access Seeker. On uni-directional Joining Circuits, all of the costs set out in the Firm Estimate will be borne by the Access Seeker.”</p>	<p>This clause does not comply with Section 5.13 of the Final Access and Interconnection Guidelines.</p>	<p>Clause should be amended to reflect that the costs are to be shared equally.</p>	<p>CBL agrees.</p>

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
B.7.3	"The Access Provider will be responsible for deciding whether the Joining Circuit should be bi-directional or uni-directional."	The decision to use uni-directional or bi-directional working should be made by mutual agreement and the Access provider should not have the right to dictate. Note again that uni- or bi-directional working refers to the interconnect traffic route, not a single Joining Circuit. In some countries, bi-directional working is welcomed on smaller routes, whereas in others, its use is not allowed, in case mis-forecasting leads to one direction of traffic freezing out the other.	Clause B7.3 should be amended to make the decision on route working to be mutual.	CBL agrees.
B.7.11	"If Access Seeker or Access Provider requires the removal of Joining Circuits, an order identifying the Capacity and the date from which it should be removed may be placed by that Party on the other Party."	This section should apply only for requests addressed to BTC. The RAIO only relates to BTC's Obligations. Contextual or grammatical error regarding the identity of a party.	Clause B.7.11 should be amended to remove any references to reciprocity or symmetry of obligations by the Access Seeker. This is discussed further in Section 2 above. Amend "If accepted, The Party" to "If accepted, the Party" in the second sentence.	CBL agrees.
B.8.3	Non-discrimination	Contextual or grammatical error.	The word "following" at the beginning of the clause should be capitalised.	CBL agrees.

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
B.8.4	"Reciprocity: unless otherwise agreed by the Parties, a New Interconnection Service will be provided on a reciprocal basis".	It is not appropriate for the RAIO to include such direct obligations on the other party. The other operator may not have any regulatory obligation to so provide.	Clause B8.4 should be removed. Any policy on Reciprocity/Symmetry should be made by URCA and not included in the RAIO or Interconnect Agreement. This is discussed further in Section 2, above.	CBL agrees. Please refer to Response B-3, above.
B.8.5	Form and Content of a New Interconnection Service Request	Contextual or grammatical error.	The word "the" at the beginning of the clause should be capitalised.	CBL agrees.
B.8.6	Preliminary Response	Contextual or grammatical error.	The word "on" at the beginning of the clause should be capitalised.	CBL agrees.
B.8.8	Additional Information	Contextual or grammatical error.	The word "where" at the beginning of the clause should be capitalised.	CBL agrees.
B.8.10	"[W]ithin forty five (45) Working Days of the receipt of the New Interconnection Service Request or of the date on which a reply is received to a request for additional information, whichever is the later, Access Provider shall give the Access Seeker the Considered Response."	45 working days (<i>i.e.</i> , 9 weeks) may not be reasonable for giving an Access Seeker a considered response on a new interconnection service request.	See URCA's comments above on Clause 11 of the Main Terms and Conditions of the RAIO.	CBL agrees. Please refer to our comment on Clause 11, above.
		Contextual or grammatical error.	The word "within" at the beginning of the clause should be capitalised.	CBL agrees.
B.8.11 B.8.12 B.8.13	Full Rejection; Unable to meet timescales; Part acceptance	Contextual or grammatical error.	The word "where" at the beginning of the clause should be capitalised.	CBL agrees.

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
<p>B.8.11</p> <p>B.8.12</p> <p>B.8.14</p>	<p>“[W]ithin ten (10) Working Days from the date of the Considered Response the Access Seeker may initiate the dispute resolution procedures in the Interconnection Agreement” after full rejection, inability to meet timescales or more time is required by the Access Provider regarding a New Interconnection Services Request.</p>	<p>The period within which an Access Seeker may initiate a dispute procedure is too short.</p>	<p>BTC should amend the final RAIO by either extending the period for an Access Seeker to initiate the dispute resolution procedure, or remove the limitation periods.</p>	<p>CBL agrees.</p>
<p>B.8.13</p>	<p>“[A]fter thirty (30) Working Days from the date of the Considered Response the Access Seeker may initiate the dispute resolution procedures in the Interconnection Agreement” after part acceptance by the Access Provider regarding a New Interconnection Services Request.</p>	<p>No reason why 30 days must elapse from the Considered Response for a dispute to be initiated.</p>	<p>This 30-day period must be removed</p>	<p>CBL agrees.</p>

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
B.8.14	More time required	Contextual or grammatical errors.	The word “where” at the beginning of the clause should be capitalised. Replace colon after “New Interconnection Service Request” with a comma.	CBL agrees.

Annex C – Technical Specifications

C1.1	Where these standards provide for alternatives, the alternatives will be those which are used by BTC.	While in practice, the SS7 options will be those used by BTC, this issue is only relevant for SS7 interconnect routes – other options could be used internally in another operator’s network. Ideally, the standards options for SS7 should be specified as a national matter for all interconnect routes in Bahamas.	The interconnect SS7 signalling will conform to the specification as endorsed by URCA.	CBL agrees.
C1.8	Refers to Recommendation G.732	G.732 is for E1 30 channel PCM systems. If T1 is normal transmission system in The Bahamas, then G.733 applies.	Needs clarification.	CBL agrees. BTC currently provides PRIs at T1 rates. CBL assumes that BTC will comply with the established T1 interconnection standard.

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
C1.9	Refers to "Mobile 2 Specification Number 7 chapter 37"	Source for this standard is not referenced.	Clause to be amended to include source for this standard.	CBL agrees.
C1.11	Refers to Recommendation G.823	G.823 is for E1 systems. For T1 systems G.824 refers.	Clause to be amended to clarify correct Recommendation.	CBL agrees.
C1.12 & 13	Refers to Recommendation G.732	As C1.8 above		CBL agrees.
C1.14	Refers to 2048kbit/s transmission and A law coding.	This refers to G.732 E1 transmission. T1 uses 1544kbit/s and Mu Law coding.	Needs amending for T1 environment.	CBL agrees.
C2.2	Refers to Time Slot 16	TS16 is only used on E1 transmission systems.	Needs amending for T1 environment.	CBL agrees.
C4.4	The POI will forward the numbers in the form: ABC XXX XXXX	This statement is not true for calls to international destinations and calls using short codes.	Clause to be amended to include all possible digit formats.	CBL agrees.

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
C.5.4	"If a Party can demonstrate that the other Party is intentionally removing the CLI or Nature of Address from any Call originating from a domestic or international Caller and passing over a Joining Circuit, it may, after allowing the other party an opportunity to respond to its evidence, block all Calls without a CLI being sent to it by the other Party."	Omits to specify a reasonable time period for the Other Party to respond to evidence.	<p>The clause must be amended to provide that:</p> <p>a) before blocking such traffic BTC shall notify the other party of the date it proposes to do so;</p> <p>b) before blocking such traffic BTC shall notify URCA of the date it proposes to do so;</p> <p>c) such notice to be no less than 10 working days.</p> <p>This is to ensure that notice is given to the other party and to URCA so that URCA may intervene if appropriate.</p>	CBL agrees with URCA's proposed revisions. However, because an increasing number of countries prohibit the export of CLIs to foreign operators in accordance with national data protection laws, a provision should be added to make it clear that BTC will not be allowed to block any international traffic for termination on its network where the OLO demonstrates that the CLI numbers were not provided by the foreign correspondent for legal or other valid reasons.
Schedule 1 to Annex C	Signalling specifications	Annex C has only included statements about the use of SS7 for interconnection signalling. If SIP is offered, then this needs to be clarified and appropriately defined as a service alternative. Note however that 'pure' SIP may not meet all requirements for CLI and privacy.	Needs clarifying whether SIP is being offered or not.	URCA should make clear that signalling allowing IP interconnection should be provided by BTC as soon as feasible. Please refer to our comments regarding the absence of Next Generation Network services in the RAIO in Response B-6, above.
Schedule 2 to Annex C	Network specifications	See C.1.4/C.1.5 above	Review and revise Schedule 2 to Annex C to ensure that it conforms to the specifications in Clauses C.1.4 and C.1.5 of the draft RAIO.	CBL agrees.

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
Schedule 2 C-2.2	Transmission	The reference to CDR format seems anomalous in a section describing basic transmission.	CDR formats should be referenced under Billing.	CBL agrees.

Schedule 3 to Annex C: Interconnection Testing

Schedule 3 C-3.3.1	“All the following tests with test calls in both directions across the Parties’ networks, According to the Services provided by the Parties to each other.”	It is not appropriate for the RAIO to impose direct obligations on the non-SMP operator. That operator may not have any regulatory obligation similar to BTC.	The clause must be amended so as to provide for the appropriate tests BUT it must not impose or imply any reciprocity obligations on the Access Seeker.	CBL agrees. Interconnect testing should ensure interoperability between Operators.
Schedule 3 C-3.3.4	Charging Tests	Error in sentence construction.	Combine text in fourth and fifth bullets.	CBL agrees.
Schedule 5 to Annex C	BTC network configuration	The network diagram is insufficiently detailed to read.	A better network diagram should be provided.	CBL agrees.

Annex D – Operations and Maintenance

D.1.6	“The chairman of the meeting will be responsible for setting a date and location for the meeting, and for circulating an agenda five Working Days in advance of the meeting.”	It is difficult to see how a meeting can be called within 5 days of being requested (D.1.1.) and the agenda being circulated 5 workings days in advance as specified here.	It may be necessary to consider reducing the number of days for the circulation of the agenda.	CBL agrees.
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Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
D.2.3	Sets out BTC's proposed general principles for call handover at specified Points of Interconnection.	Call handover should not be specified in the draft RAIO.	<p>URCA proposes the text should be amended as follows:</p> <p>"Traffic may be handed by the Access Seeker to the Access Provider at any technically and economically reasonable point. The Access Provider shall provide to the Access Seeker, for each geographic number range, the closest POI for call termination.</p> <p>For the avoidance of doubt, unless otherwise agreed between the parties, the Access Seeker can hand over traffic at any POI it chooses. The Access Seeker shall notify the Access Provider of the POI it proposes to use for each type of traffic and shall only change such handover POI provided that it has provided written notice to the Access Provider of no less than 2 calendar months."</p>	<p>CBL agrees that handover should not be specified in the draft RAIO; it should be negotiated between parties based on reasonable and transparent terms and conditions contained in the RAIO for each option.</p> <p>We recommend the following language:</p> <p>"Traffic may be handed by the Access Seeker to the Access Provider, if requested, at any technically feasible point. On request, the Access Provider shall provide to the Access Seeker, for each geographic number range, the closest POI for call termination."</p> <p>Our proposed revision is based on the following:</p> <ol style="list-style-type: none"> 1. The concept of "economically reasonable" is too subjective. This language should be deleted. OLOs should be able to request interconnection at any technically feasible point. BTC may charge an appropriate cost-oriented price. Based on this information, it is for the OLO, not BTC, to determine if interconnection at that POI is economically reasonable. 2. URCA has not yet clarified how it intends to assign numbers in the Bahamas. The proposed language reflects the fact that numbers might not be assigned exclusively on a geographic basis. Therefore, the OLO should have the option of requesting interconnection at a location based on the numbering range, but should not be required to do.
D.2.3(b)	Sets out BTC's proposed call handover principles for certain specified call termination services.	Omits to include "Call Termination to Freephone Numbers" as a possible service.	Call Termination to Freephone Numbers must be included as a possible service within BTC's call handover processes as detailed in the revised text for Clause 2.3 above.	CBL agrees.

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
D.3.4	Handling congestion and unplanned network outages.	Contextual or grammatical error regarding the identity of a party.	Replace “Originating Operator” with “Access Seeker”	CBL agrees.
D.4.2	“Both Parties will work with each other and with URCA to have a special access code or number range that may be made available to Customers for the use of Mass Call Events.”	Short codes should only be made available in accordance with the National Numbering Plan.	This statement should be qualified so that it is clear that the allocation of numbering ranges and or short codes will be compliant with the URCA- approved National Numbering Plan.	CBL agrees.
D.5.1	“Any malicious call tracing must be initiated by Royal Bahamas Police Force ...”	This clause implies that only the Royal Bahamas Police Force can initiate malicious call tracings.	Provision should be made for initiation to be made by any authority empowered to do so by the laws of The Bahamas.	CBL agrees.
D.7.7	“Fault Priority: Each Party shall give priority to faults that: involve critical alarm in an exchange.”	Apparent error in the numbering of paragraph sub-clauses.	Revise paragraph numbering to include text on critical alarm as a sub-clause.	CBL agrees.
D.7.11	“If a Party notifies the other Party of a fault in the other Party’s Network (including the Joining Circuits for which	Omits to specify how the dispute resolution procedures apply to this clause.	The clause should make clear whether the dispute resolution process applies in the event of a dispute over erroneous notification or costs.	CBL agrees.

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
	it is responsible), and the fault notice is subsequently found to be erroneous, the first Party shall be liable for any costs incurred by the other Party as a result of the erroneous information.”	The clause also fails to recognize that a fault notification might be reasonably justified at the time it was given.	The clause should be qualified so that the provision only applies where the report was not reasonable. There may be cases where the facts available to a reasonable licensee, at the time of the report, are such that lead it to conclude that the fault is on the other network but which in due time transpires it was not. The penalty should apply to cases where the notification was not reasonably justified (e.g., no reasonable steps were taken to establish if the fault was on the notifying party’s own network).	CBL agrees.
D.8.2	Unplanned outages: “During the planned outage, the responsible Party must keep the other NOCs informed at regular intervals with the progress until full restoration of service whereupon the NOCs will note the outage duration. If the items are not restored to full service within the expected duration, the outage will be regarded as an unplanned outage occasioned by a planned outage and the procedure above for dealing with unplanned outages will be followed.”	Clause omits any stipulation by the responsible party to provide notification of full rectification of the outage	At the end of the clause an addition should be made for the responsible party to notify the other party of the full rectification of the outage.	CBL agrees.

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
D.8.3	Planned outages: "If the items are not restored to full service within the expected duration, the outage will be regarded as an unplanned outage occasioned by a planned outage and the procedure above for dealing with unplanned outages will be followed."	Omits mention of where, specifically, in the draft RAIO parties may find the procedures for dealing with unplanned outages.	Amend last part of clause to read "and the procedure in Clause 8.2 above for dealing with unplanned outages will be followed"	CBL agrees.
D.8.5	Escalation process: "The Parties will agree an escalation process for faults that are not cleared within the timescales given in Annex H, Quality of Service, so that the problem can be drawn to the attention of more senior management."	Omits to specify whether, or under what circumstances, the escalation process in Clause F.2.1 applies to uncleared faults.	Clause should specify that the escalation process in Clause F.2.1 will apply, or specify the procedure if different than that of Clause F.2.1.	The RAIO should specify timeframes for the responsible party to provide updates at regular intervals during an outage, along with appropriate escalation procedures.
D.9.1	"In the case of scheduled maintenance, the schedule of critical activities must be made available to NOCs in advance."	Omits to specify a reasonable time period for notifying the NOC of the schedule of critical activities.	Review clause to include a time period for notifying the NOC of the schedule of critical activities.	CBL agrees. CBL's internal processes specify 10 days advance notice for planned outages. The RAIO should provide the same amount of advance notice to OLOs from BTC.
D.9.1	Refers to cataleptic outage	'Cataleptic' is not a commonly used word in telecommunications. However, since it is defined in the Annex I definitions, it should be capitalised so readers know it is a defined term.	Amend 9.2 wording to 'Cataleptic'.	CBL agrees.

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
D.11.1	“Neither Party must do anything, or knowingly permit any third person to do anything, in relation to Network facilities, Network services or equipment which: ...”	Omits to include anything not done, whether by act or omission.	The clause should be amended to also require Parties “not do anything, by act or omission, or knowingly ...”	CBL agrees.
D.12.2 (D.11.2)	Notice of interference and rectification	Apparent error in numbering of paragraph sub-clause	Change “D.12.2: Notification of interference and rectification” to “D.11.2 ...”.	CBL agrees.

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
D.13.5	8 weeks notice for Network Alterations	<p>Network Alterations come in many forms, including those described in D.13.1. Some changes can be effected by 'network grooming' (reconfiguring what is already there) and data management amendments; and this type of change can be achieved in about 1 month. But other changes like closures of Poles, and relocating switches require much more substantial changes, which should have been highlighted in the Network Plan well in advance and may require around 7 months to achieve. Indeed, despite the wording of Clause D.13.5, Clause D.14.3 specifies 6 months notice for such major events. Experience suggests that even longer notice periods are appropriate when NGN related changes are concerned.</p>	<p>Clauses relating to Network Alteration notice periods need reviewing for consistency and appropriateness.</p>	<p>CBL agrees. The RAIO should provide a clear standard for distinguishing amongst small, medium, and large network alterations (along with indicative lists), and should provide for increasingly longer periods of advance notice. At a minimum, a distinction should be made between "routine" network alterations and extraordinary ones (such as the closing of an exchange or a Pole). Any extraordinary modifications should also be consulted with industry and approved by URCA.</p>

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
D.14.4	"Each Party shall bear its own costs associated with the decommissioning together with the direct costs incurred by that Party in respect of the establishment of alternative arrangements necessary to support the provision of interconnection services provided at the time of the decommissioning.	Clause fails to recognise that the party responsible for decommissioning should be responsible for the costs incurred by the other party for decommissioning the existing site in addition to the costs of commissioning a new site.	Text to be clarified that the party responsible for decommissioning is responsible for the costs incurred by the other party for decommissioning the existing site in addition to the costs of commissioning a new site.	CBL agrees.
D.16	Data amendments	Contextual or grammatical error requiring the title of the clause to conform to its subject matter.	Amend title to read "Data management amendments"	CBL agrees.
D.16.1	"The format of the [data management amendments] notice shall be agreed between the Parties."	Avoidance of the potential for delays arising from having to agree the format of such a notice.	A standard form letter annexed to the RAIO could be employed to avoid the potential for delays	CBL agrees. URCA should require BTC to develop such a form.
D.16.4	"In all other cases, the fees for Data Management Amendment requests will be agreed between the Parties, based on the hourly wage rate of the staff carrying out the amendments and the time taken to complete the task."	This clause has overtones of reciprocity, which URCA deems unacceptable. Additionally, the appropriate staff rates are not specified in the RAIO.	Review and revise clause to remove any elements of reciprocity/symmetry of obligations. BTC should specify the wage rate for its staff carrying out Data Management Amendment requests in the final RAIO.	CBL agrees. CBL agrees. An OLO has no other way to confirm BTC's staff rates.

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
Schedule 1 to Annex D: Access to co-location sites				
Schedule 1 to Annex D D-1.2.1	Access process: Emergency access to co-location area	Omits to specify a reasonable time period for Access Provider to send Access Seeker a revised, updated list.	BTC to send the Access Seeker a revised, updated list of nominated contact staff and contact details within 24 hours of such changes.	CBL agrees.
Schedule 1 to Annex D D-1.2.2	Access process: Emergency access to co-location area	24 hours notice for emergency access is excessive. In a real emergency, a time not exceeding 4 hours is appropriate. Contextual or grammatical error regarding the identity of a party.	Clause D-1.2.2 should be amended to reduce the notice period in emergencies. Amend "The Access Seeker will notify the Access Seeker" to "The Access Seeker will notify the Access Provider".	The RAIO should include a specific definition of "emergency". We propose: "Emergency" means an actual or threatened loss of integrity to the Network/Service." The RAIO also should specify a more detailed process to be used in an emergency. This should include specification of costs and the circumstances in which access will be provided, and whether an escort will be required. CBL agrees.

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
D-1.2.4	“The Access Provider may charge the Access Seeker for the cost of the supervision associated with the access visit, and the charge may be increased to reflect the increased costs associated with: access visits occurring outside the Access Provider’s standard hours of business ...”	Omits to specify BTC’s costs of supervising an access visit and their standard hours of business for the purposes of access visits.	The costs for supervision of an access visit and the Access Provider’s standard hours of business should be known and clearly specified in the RAIO.	CBL agrees.
D-1.2.5	“The list of nominated staff will be available to the Access Provider electronically, and the Access Seeker will send the Access Provider a revised list whenever it is updated.”	Omits to specify a reasonable time period for Access Seeker to send Access Provider a revised, updated list.	The Access Seeker to send a revised, updated list of its staff who will undertake shared site visits to BTC within 24 hours of such changes.	The Access Seeker should only have to update its list 24 hours before a visit to include a person who is not on the current list.
Schedule 2 to Annex D	Sample (Joining Circuit) performance report	In line with comments in Section 3 above, the ‘traffic measures’ section of the sample report does not deal with Joining Circuit performance, but the interconnect traffic routes provided over them.	Terminology should be clarified.	CBL agrees.
Annex E – Billing				
E.2.1	List of usage based Interconnection Services	Omits to include “Call Termination to Freephone Numbers” as a possible service	See URCA’s comments elsewhere within the consultation document and this Section 6 on the need to include Call Termination to Freephone Numbers as a possible service.	CBL agrees.

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
E.2.9	"The Access Provider shall not bill for any services provided more than 12 Calendar Months prior to the date of the invoice."	Billing for services provided up to 12 months prior to the invoice date.	The Access Provider should not charge for any services outside the billing period unless there are good reasons for doing so. A period of 12 months is long and needs to be justified if at all. This should cover retrospective charges as well as charges in advance.	CBL agrees.
E.2.10	"The Parties will agree arrangements to ensure that their clocks are synchronised for the purpose of billing peak and off-peak periods, if needed. Where a time discrepancy exists, the Access Provider's CDRs shall be taken as the correct source unless proved otherwise by the Access Seeker."	It is for the party claiming that its time calibration is correct to prove that this is the case by providing appropriate evidence, for example maintenance records, etc., and not the other way round.	Once the issue of a time discrepancy is raised by one party, based on a justified request, the other must prove the correct working of its clocks.	CBL agrees.
E.3.4	Floor space charge for physical co-location service on a 'per meter' basis.	This is inconsistent with the draft RAIO charges presented in Annex G 13 where the site rental charge is quote in 'per square feet' terms.	Inconsistency should be removed.	CBL agrees.
E.3.7	"The billing period is a calendar month unless otherwise determined by the Invoicing Party and notified to the Invoiced Party in advance.	Clause omits to say on what basis would Invoicing Party change from monthly billing period or how far in advance notice will be given of the intention to change to another billing period.	These issues should be clarified in the final RAIO.	CBL agrees.

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
E4.2	Unsettled invoices	<p>7 days seems to be rather a short period at which to commence debt recovery procedures.</p> <p>Also omits to specify a reasonable time period before the Invoiced Party would be notified that the Invoicing Party will be taking action.</p>	URCA is seeking comments from all parties as to what is a reasonable period within the industry before commencing debt recovery procedures.	CBL believes that notice should be provided 30 days after invoicing. The matter should be escalated after 60 days, but no collection action should be initiated until 90 days after invoice date.
E.4.6	“The Party requesting the investigation will be liable for the cost of any test calls.”	Omits to specify what will be the reasonable costs of investigating test calls	BTC should specify in the final RAIO what its charges for investigating test calls are.	CBL agrees.
E6.1	Errors less than 2%	Although invoices which deviate less than 2% from expectations should be paid, parties should be able to insist that errors of whatever magnitude be investigated if requested. For example, a consistent over measurement of 2% would be of concern.	<p>It should be clarified that any level of error can be disputed.</p> <p>Amend last sentence of clause to read “within the time frames specified in Clause E.7”.</p>	<p>CBL agrees.</p> <p>CBL agrees.</p>

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
E.6.4	"If the Invoicing Party verifies the overpayment, the Invoicing Party shall return the amount overpaid to the Invoiced Party."	Omits to specify a reasonable time period within which the Invoicing Party will reimburse the Invoiced Party for overpayments.	BTC should specify in the final RAIO the period within which it will reimburse an Access Seeker for overpayments.	CBL agrees.
E7.1	Acceptance of invoice correctness after 10 working days	The wording here would prevent an operator from challenging a small but persistent error that might only become evident after a pattern of several months.	Acceptance of an invoice for payment should not prevent a subsequent issue being raised.	CBL agrees.
E.7.8	"In the event that the Parties cannot agree on a firm of specialists ...	Change in terminology used in the subject clause.	Replace "firm of specialists" at beginning of clause with "firm of independent auditors"	CBL agrees.
E.7.14	"The Invoicing Party shall have the right to invoke Clause 14 of the General Terms and Conditions should the breach continue for another fifteen (15) Working Days.	Misidentification of Clause 14 and of the General Terms and Conditions.	Replace "Clause 14 of the General Terms and Conditions" (which relates to Numbering) with "Clause 17 of the Main Terms and Conditions" (which relates to Dispute Resolution).	CBL agrees.

Cross-ref. to draft RAI0	BTC proposal	Issue	URCA Recommendation	CBL Response
E.7.16	Refund of an Invoicing Party's initial payment to the Third Party Expert by a Disputing Party who loses a billing dispute.	As currently drafted, the Disputing Party gets no refund of the Third Party Expert's fees from the Invoicing Party if it wins a billing dispute but refunds the Invoicing Party's initial payment if it loses.	This clause needs to be consistent in requiring the losing party to refund the initial payment to the Third Party Expert. Provision should also be made so that the Arbitrator can award or decide the issue of the cost of the dispute between the parties as the Arbitrator considers fair and reasonable in the case.	CBL agrees.
E.7.17	"[N]either Party shall be entitled to withdraw there from	Contextual or grammatical error.	Amend "there from" to "therefrom"	CBL agrees.
E.7.18	"The Parties agree to keep the subject matter of their billing dispute and the evidence heard during any resolution by a Third Party Expert confidential ...	Contextual or grammatical error regarding the confidentiality of evidence before a Third Party Expert.	Replace "evidence heard" with "evidence submitted" as there is no oral hearing by the Third Party Expert.	CBL agrees.
E.7.19	"[T]he Net Receiver shall have the right to raise a demand notice immediately and the Net Payer shall make payment within five (5) Working Days of the demand notice.	Contextual or grammatical error introducing terms not previously used in the draft RAI0.	Clause needs to define/explain who are "Net Receiver" and "Net Payer"	CBL agrees.
Schedule 2 to Annex E	Detailed billing verification information (CDRs)	In the first sentence, 'date' should read 'data'.	Text to be corrected.	CBL agrees.

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
		In the sentence above Table E-2.2, there is reference to “the form in Table S.6.2” but no such table exists and probably refers to Table E-2.2.		CBL agrees.

Annex F – Dispute Resolution

F4	Use of independent arbitration and mediation	If the dispute concerns the regulatory obligations of a party, then resolution cannot admit the use of arbitration or mediation. Only URCA or the UAT can resolve such disputes and immediate escalation to URCA or the UAT should be provided for in such cases.	URCA’s and the UAT’s role in resolving regulatory disputes should be included in the RAIO.	CBL agrees.
F.4.1	“Should the Chief Executives of the Parties fail to reach unanimous agreement in the determination of any dispute referred to them as in Clause F.4 within fourteen (14) Calendar Days of such referral ...”	Replace “Clause F.4” with “Clause F.3”.	Text to be corrected.	CBL agrees.

Cross-ref. to draft RAI0	BTC proposal	Issue	URCA Recommendation	CBL Response
		Omits to state what should happen if one or both parties conclude that the matter cannot be resolved by the CEOs, or if a CEO refuses to setup a meeting as requested.	Also, if the Parties agree or one of the Parties considers that the matter cannot be resolved by the CEOs following the first meeting, that Party should be able to proceed to arbitration without waiting for 14 days. Also if any of the CEOs refuses to set up a meeting within 48 working hours of being requested, the stipulation that a period of 2 days following a meeting should be amended to include 2 days following a request and a refusal of meeting by the other CEO.	CBL agrees.
F.4.2	“Notwithstanding anything to the contrary contained in this Clause F.4, neither Party shall be precluded from obtaining interim relief from a court of competent jurisdiction pending the decision of an arbitrator or mediator appointed pursuant to this Clause.”	Clause fails to consider the availability of other forums for seeking interim relief.	The clause should be amended to allow either party to seek interim relief from URCA or the UAT instead of a Court.	CBL agrees.
F.5	Escalation to URCA	In urgent cases, it should be possible to escalate an issue to URCA before the times described.	Immediate escalation to URCA should be provided for. (In such cases, URCA could reject the issue and ask for the longer processes to stand).	CBL agrees.

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
F.5.1	“After the expiry of 30 Calendar Days after a dispute has been referred to the Chief Executives under step 3 above, either Party may refer the dispute to URCA”	The potentially lengthy period of time before a dispute can be referred to URCA.	The period of time before dispute can be referred to URCA needs to be reconsidered as it is much longer than the period specified for arbitration /mediation in clauses F.4.1 and F.4.2 and in any event it should be made clear that this is without prejudice to the rights and timescales provided to licensees under the Communications Act and any regulatory measures that may be issued by URCA from time to time.	CBL agrees.
F.5.2	“Any decision in a Dispute which has been referred to URCA under Clause F.5.1 may be applied retrospectively to the date on which the Dispute was referred to URCA.”	Any decision by URCA may be applied from the date that URCA decides and not only from the date that the Dispute is referred to URCA.	The text must be amended to reflect that any decision by URCA may be applied from the date that URCA decides and not only from the date that the Dispute is referred to URCA.	CBL agrees.

Annex G – Price List

G.7	Call Termination to Operator Assistance Service (cents per minute)	No justification exists why the minimum call duration should be three minutes.	The minimum call duration of three minutes should be removed as other licensees unless it can be justified based on principles of cost causality.	CBL agrees. As a general matter, time-based charges should be expressed on a per-second basis, with no minimum billing increment. BTC should be required to demonstrate that there is a cost-basis for any minimum set-up times or charging increments greater than a per-second basis. In the absence of proven cost basis, BTC’s ability to impose these charging mechanisms would enable it to engage in a form of anticompetitive margin squeeze.
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Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
G.12 Customer Sited Interconnection In-Span Interconnection	Charges for Joining Circuits, Customer Sited Interconnection and InSpan Interconnection	URCA considers the lack of specifications and charges as unacceptable.	BTC should be able to price the 2 Pols and joining services associated with those 2 Pols.	CBL agrees.

Annex H – Quality of Service Standards

H.1.3	Both Parties will use their best endeavours to meet the quality of service standards set out in this Annex.	See URCA’s comments above on similar terminology used in Clause 8.2 (main document).	This clause should refer to compliance, not best endeavours.	The RAIO should contain measurable QoS standards, and provide for liquidated damages when the standards are not met. The RAIO should not impose reciprocal obligations on OLOs.
H.3.1	Grade of Service	Grade of Service is a quality measure of the Interconnect traffic route, not of Joining Circuits. Because Pols are ‘pinch-points’ between operators’ networks, best practice would be to provide for a better GoS than 1%.	See Section 2 comments on Joining Circuits. URCA is seeking comments from all parties as to the level of Grade of Service on interconnection routes.	CBL agrees. A one percent grade of service during the office busy hour would be acceptable.
H.3.2	Availability of Joining Circuits	An availability of 99.5% implies a loss of over 43 hours each year. International benchmarking suggests that at least 99.8% should be achievable.	The reasonable input of all stakeholders on availability standards for joining circuits should be reflected in the RAIO.	Joining circuits should have 99.999% availability (excluding Planned Maintenance). This is technically feasible for systems designed for high availability (<i>i.e.</i> , systems that provide redundancy, diverse fibre routes, <i>etc.</i>).

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
H.3.3	Grade of Service: Exclusion of Customer Delays	While the availability figure of Clause H.3.2 (which is not a Grade of Service) might be affected by Customer Delays, this is not true of Grade of Service as described in Clause H.3.1	H3.3 should be reworded and only refer to the standard set out in H3.2.	CBL agrees.
H4.1/4.2	Network availability	The ANSI unsuccessful call ratio is a quality of service measure, not a grade of service. Furthermore, the use of this ratio and the target of 65% is not a measure of network availability or performance, since it can be significantly affected by customer behaviour – such as not answering the phone or by always having an answering machine to answer the call.	Network performance should be measured by the % of calls which fail due to congestion or faults and not as BTC have proposed.	CBL agrees.
H.5.3	Availability of Joining Circuits	Clause H.5.3 appears to duplicate Clause H.3.2.	Comments are invited so that appropriate availability standards for joining circuits are reflected in the RAIO.	Joining circuits should have 99.999% availability (excluding Planned Maintenance). This is technically feasible for systems designed for high availability (<i>i.e.</i> , systems that provide redundancy, diverse fibre routes, <i>etc.</i>).

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
H.6.1	“In order to allow for exceptional circumstances, a Grace Period shall be permitted before penalty payments are payable.”	<p>The Grace Period has the effect of extending the target dates.</p> <p>The penalties payable after the Grace period are too low and do not constitute an incentive to the Access Supplier to meet its targets.</p>	<p>The Grace Period should be removed. Either the target dates are correct and have to be complied with or they need to be reduced to allow for the Grace Periods.</p> <p>The penalties payable after the Grace period should be increased to act as a disincentive to delays.</p>	<p>CBL agrees.</p> <p>CBL agrees.</p>
H.6.3	“The Access Seeker is responsible for initiating the reclaim of any penalty payments, which if agreed by the Access Provider, will appear as a credit on the next monthly invoice ...	The clause should specify the procedure that will be followed in resolving the dispute if the penalty is not agreed by the Access Seeker.	Review and revise text to incorporate such a procedure.	CBL agrees.

Annex I – Definitions

Access Service	None	Not defined	See Interconnection service definition.	CBL agrees.
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Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
Data Management Amendments	Inclusion of CDR structure changes	Given the time scales referenced in the RAIO, it seems inappropriate to include changes of CDR structure within this definition. Any such structural change may require a longer notice period, as software development might be necessary.	CDR data structure changes should be classified as a Network Alteration and a notice period of at least 3 months provided for.	CBL agrees.
Emergency Services	Defined as “organisations providing police, fire or ambulance services.”	Definition omits several other emergency services organisations recognised in the Comms Act.	Extend definition clause to include the Royal Bahamas Police Force, the Royal Bahamas Defence Force, and the providers of fire brigade, ambulance, coast guard and other emergency services as may be specified by the laws of The Bahamas or by URCA.	CBL agrees.
i) Licensed Operator ii) Network Partial Failure	Each refers to “telecommunications” service or traffic. Failure affecting more than 15% of the total number of ports in a Pol.	Licensees under the Comms now provide “electronic communications services” Set at 15% of the Pols – with only 2 Pols, URCA is unsure how failure is measured in this situation. URCA is uncertain whether a “Partial Failure” is the same as “partial outage”.	Amend text accordingly. URCA requires the reasonable input of all stakeholders as to whether the 15% proposed by BTC is an acceptable standard in the industry.	CBL agrees. The reference to Partial Failure should be removed. A failure affecting 15 percent of the ports at a Pol may affect traffic, especially during the busy hours, and therefore should be deemed an outage.

Cross-ref. to draft RAIO	BTC proposal	Issue	URCA Recommendation	CBL Response
i) Requested Party ii) Requesting Party	Refers to who can request a "Data Amendment"	Correct reference is to a "Data Management Amendment".	Revise text accordingly.	CBL agrees.
Review Notice	Notice under Clause 21.	Insert word "means" between "Review Notice" and "a notice served ...".	Revise text accordingly.	CBL agrees.
Service Interrupting Fault	Fault resulting in degradation of service.	Capitalise "Service Affecting fault" at end of sentence.	Revise text accordingly.	CBL agrees.