



# **PRELIMINARY DETERMINATION**

**The implementation of Fixed Number Portability in  
The Bahamas pursuant to Section 80 of the  
Communications Act, 2009**

**ECS 11/2013**

**Issue Date – 30 July 2013**

**Response Date – 29 August 2013**

UTILITIES REGULATION & COMPETITION AUTHORITY

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# **1. Introduction**

This document comprises a Preliminary Determination providing for the implementation of Fixed Number Portability in The Bahamas, issued pursuant to section 99 of the Communications Act, 2009 (Comms Act) and in accordance with the requirements of section 80 of the Comms Act.

## **1.1 How to Respond**

Consistent with the procedure set out in section 100 of the Comms Act, interested parties are advised as follows:

1. Should an interested party wish to make representations on any matter contained in this Preliminary Determination it may do so in writing to URCA. Such representations must be received by URCA by no later than August 29, 2013.
2. URCA shall consider any representations made and shall make its Final Determination on or before September 27, 2013.
3. URCA may request from any affected party such additional information as is reasonably required to make a final determination.
4. Representations should be submitted to:

The Director of Policy & Regulation,  
URCA,  
UBS Annex Building,  
East Bay Street,  
P.O. Box N-4860 Nassau,  
Bahamas

Email: [info@urcabahamas.bs](mailto:info@urcabahamas.bs)

Fax: 242.393.0237

## **1.2 Structure of this Document**

The remainder of this document is structured as follows:

- Section 2 – Background and Discussion: providing an overview of the context, legislative provisions, and processes within which URCA makes this Preliminary Determination;
- Section 3 – NPWG Deliberations: providing information regarding the matters deliberated upon by the Number Portability Working Group (NPWG) appointed by URCA to consider and make recommendations relating to Number Portability implementation;
- Section 4 – URCA’s Rationale for the Second Determination on Number Portability: discussing URCA’s rationale and reasons for the determination which URCA proposes to make in this document; and
- Section 5 – Preliminary Determination: setting out the terms of the determination which URCA proposes to make.

## 2 Background

### 2.1 Legislative Mandate for Number Portability

*“Number Portability”* is defined by the Comms Act as *“a facility whereby subscribers who so request can subject to the numbering plan retain their telephone number on a public network, independently of the licensee providing the service at the network termination point of a subscriber”*<sup>1</sup>. Number Portability (NP) therefore enables a person to keep their telephone number(s) when switching providers, and is often seen as a key enabler of robust competition in that it removes one of the barriers which customers perceive to switching their provider of telephone services, that is, the need to change their telephone number.

Section 80 of the Comms Act requires URCA to issue a consultation and make a determination on NP, and further mandates that licensees shall provide to the extent technically feasible, operator-to-operator number portability when required to do so in accordance with the requirements prescribed by URCA.

URCA’s power and process for making determinations is contained in sections 99 through 102 of the Comms Act. These sections of the Comms Act require that URCA first issue and consult on a Preliminary Determination, allowing at least one (1) month for the submission of representations by interested persons, and thereafter, having taken into account any representations made, URCA may issue its Final Determination. URCA’s Final Determination may also, where appropriate, be accompanied by an Order (issued under and in accordance with sections 95 through 98 of the Comms Act).

### 2.2 URCA’s Consultation on Number Portability

On 15 April 2011, URCA issued a consultation document entitled *“Number Portability for The Bahamas”*<sup>2</sup> inviting comments from interested persons on the issues pertaining to the introduction of NP in The Bahamas. Having considered the comments received in response to

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<sup>1</sup> Section 2, Communications Act, 2009

<sup>2</sup> ECS 8/2011, available at <http://www.urbahamas.bs/publications.php?cmd=view&id=74&pre=y>

that consultation document, on 16 November 2011, URCA issued its Statement of Results on NP<sup>3</sup>.

In the Statement of Results, URCA noted the general support for the implementation of NP in The Bahamas, though there were differences regarding the details of implementation. URCA reiterated its view that NP will bring certain benefits to the electronic communications sector in The Bahamas, and that those benefits are essential to the development of competition in the sector. URCA noted, however, that in implementing NP in The Bahamas URCA must have due regard to the costs and other implications of NP and must ensure that NP is implemented in a manner which will not impose a disproportionate burden on relevant providers.

URCA therefore indicated in the Statement of Results the following:

- URCA shall mandate that NP be implemented on fixed networks in The Bahamas as soon as economically and technically feasible, having regard to all the relevant circumstances;
- URCA shall mandate that NP for mobile communications<sup>4</sup> be implemented and operational in time for the introduction of competition in mobile communications in The Bahamas. Accordingly, the solution implemented for fixed NP must be technically compatible and adequately robust and scalable to be implemented for mobile NP;
- The relevant economic principles of cost recovery should be cost causation, relevant cost, cost minimisation, reciprocity, effective competition, practicability, and distribution of benefits; and
- URCA would appoint a joint regulator/industry working group, the Number Portability Working Group (NPWG) to consider issues relating to the implementation of NP in The Bahamas. The NPWG would have as its initial deliverable the review of all material information and the recommendation to URCA of an appropriate solution or appropriate solutions to achieve the above objectives, as well as the appropriate timeframes and work plans that should be undertaken, following which, URCA will make a determination on the detailed way forward for service provider NP in The Bahamas.

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<sup>3</sup> ECS 20/2011, available at <http://www.urcabahamas.bs/publications.php?cmd=view&id=98&pre=y>

<sup>4</sup> For the purposes of this document, the term “mobile” has the same meaning afforded to the term “cellular service” in section 114 of the Communications Act, 2009 as amended by the Communications (Amendment) Act, 2011.



### **2.3 Appointment of the Number Portability Working Group**

Consistent with the Statement of Results, URCA appointed the NPWG comprising four persons from URCA (one of whom was appointed as its chair), and two representatives of each licensee which has been granted telephone numbers by URCA (namely Bahamas Telecommunications Company Limited (BTC), Cable Bahamas Limited (CBL) (including its affiliates), and IP Solutions International Limited (iPSi)). The Terms of Reference of the NPWG are set out in Annex A.

URCA also appointed Laurasia Associates of the UK as the consultant advisor to the NPWG. Laurasia has extensive experience gained in international jurisdictions on the implementation of NP and provides expert assistance to the NPWG as required.

The NPWG held its inaugural meeting on 8<sup>th</sup> December, 2011, and has continued to hold meetings on a regular basis to date.

### **2.4 Initial Recommendations of the Number Portability Working Group**

On 30<sup>th</sup> April, 2012, the NPWG presented to URCA its recommendations in accordance with its mandate. The NPWG's recommendations, including the rationale for each, are contained in the *"The Number Portability Working Group – Phase 1 Recommendations to URCA"* (the "Recommendations")<sup>5</sup>. The Recommendations addressed the following matters:

- Number Portability Routing and Database Solution;
- Selection of a Number Portability Database and Clearinghouse Provider; and
- Work Plan for the Implementation of Number Portability.

### **2.5 URCA's First Determination on Number Portability**

Having received the NPWG's Initial Recommendations, on 30<sup>th</sup> May, 2012, URCA issued ECS 15/2012 a *"Preliminary Determination on the implementation of Number Portability in The Bahamas pursuant to Section 80 of the Communications Act 2009"* in which URCA broadly accepted the NPWG's recommendations and proposed appropriate determinations to ensure

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<sup>5</sup> Available at <http://www.urcabahamas.bs/download/068964300.pdf>.

that the process toward the implementation of NP in The Bahamas was clearly outlined and would be undertaken with due dispatch by all stakeholders.

Comments on the Preliminary Determination were due to be submitted by 25<sup>th</sup> June, 2012, which was extended to 2<sup>nd</sup> July, 2012. During that period comments were submitted by BTC only, which comments were considered by URCA before it issued its *Final Determination on the Implementation of Number Portability in The Bahamas* (ECS 21/2012) on 3<sup>rd</sup> August, 2012 (the “First FNP Determination”). The First FNP Determination, a copy of which is attached as Annex A, addressed the following matters:

- The scope of NP in The Bahamas;
- The timing for the implementation of fixed NP in The Bahamas and the obligation on relevant licensees to work toward achieving NP in accordance with those timeframes;
- The timing for the implementation of mobile NP in The Bahamas, and the obligation for relevant licensees to comply with that timing;
- The routing and database solutions to be used for the implementation of NP, i.e., All Call Query (ACQ) routing for voice calls and other forms of routed traffic in The Bahamas as determined by URCA, supported by a centralised NP database and clearinghouse function (the “NP Administration Service”) provided by a third party service provider (the “NP Service Provider”) selected by URCA through an open competitive selection process, with the advice and assistance of the NPWG.
- The outline framework for authorising the NP Service Provider, as a provider of a carriage service (by virtue of the NP Administration Service being “ancillary services to the conveyance of signals” as described in the definition of “carriage service” set out in section 2 of the Comms Act, 2009) by the issuance of an Individual Operating Licence (IOL) from URCA.

## **2.6 Selection of the NP Service Provider**

In keeping with the First FNP Determination, on 30<sup>th</sup> May, 2012, URCA commenced the process for selection of the NP Service Provider by the issuance of a “*Request for Proposals to provide a Number Portability Administration Service*”. The selection process which comprised a competitive objective assessment of proposals received by URCA and the members of the

NPWG, culminated in the award of a contract to Porting Access BV (“Porting XS”), a Netherlands based company, to provide the services.

## **2.7 Requirement for Further Determinations**

In the course of making its First FNP Determination, URCA noted that the implementation of NP would, of necessity, involve the making of regulatory decisions on several matters. URCA noted that while the NPWG would be responsible for making appropriate recommendations to URCA on these matters, it would be necessary for URCA to ensure compliance by all relevant parties by making one or more additional Determinations to facilitate the launch of NP.

Therefore, URCA identified certain matters relating to NP which would be the subject of further Determinations by URCA.

### 3 NPWG Deliberations

The Terms of Reference of the NPWG, included the following:

*“URCA considers that an appropriate target timeframe for implementing Number Portability in fixed networks in The Bahamas, would be no later than eighteen (18) months of the establishment of the NPWG (the “NP Implementation Target”). The NPWG shall propose a detailed work-plan for achievement of this outcome, which shall be submitted to URCA with its initial recommendations within twelve (12) weeks of its formation. URCA will seek to issue a determination establishing the NP Implementation Target and the work-plan for achievement thereof following its receipt of such recommendations, and may revise it at any time by determination. For the avoidance of doubt, the NP Implementation Target referred to in this document is indicative only, and subject to URCA’s further deliberations having regard to the recommendations of the NPWG.*

*The NPWG shall use its reasonable endeavours to achieve number portability by the NP Implementation Target.”*

The Terms of Reference also required the NPWG to:

*“Work with URCA in the coordination of the implementation of service provider NP.*

*a. Formulate procedures and processes for URCA’s approval and adoption, including but not limited to:*

- *Authorisation and validation of customers, and customer requests for porting;*
- *Treatment of requests for porting;*
- *Assessment, allocation and recovery of costs;*
- *Quality of service;*
- *Porting settlement arrangements;*
- *Test plans;*

- *Time limits for activities;*
- *Recovery of debts and fulfilment of other obligations;*
- *Reasons for refusal of porting requests; and,*
- *Collection and Publication of Number Portability Statistics.*

*b. Prepare number portability guidance and procedures documentation for users and operators, for URCA’s approval and issuance.”*

Therefore, following the issuance of the First FNP Determination, which provided for a target implementation date for FNP of second quarter 2013, the NPWG continued deliberations on the various matters and documents which were required to implement fixed NP in The Bahamas.

### **3.1 NPWG Meetings**

During the period from FNP Determination (3<sup>rd</sup> August 2012), to the date of this Preliminary Determination, the NPWG met 8 times, on the following dates:

- 17<sup>th</sup> to 19<sup>th</sup> October, 2012
- 27<sup>th</sup> to 28<sup>th</sup> November, 2012
- 6<sup>th</sup> February, 2013
- 22<sup>nd</sup> March, 2013
- 19<sup>th</sup> April, 2013
- 10<sup>th</sup> May, 2013
- 6<sup>th</sup> June, 2013
- 5<sup>th</sup> July, 2013

At those meetings, the NPWG deliberated on several issues often reaching agreement on a proposed approach for adoption by URCA. The key matters deliberated on by the NPWG are discussed in the following section.

## 3.2 NPWG Deliberations

### 3.2.1 General Matters

- **Porting Between Islands**
  - The NPWG noted that in URCA's Statement of Results on Number Portability, URCA stopped short of mandating NP at a national level within single networks; that is, URCA did not implement a requirement for persons to be able to move their numbers from one island to another.
  - The NPWG noted that there were significant technical, commercial and customer service issues that would arise from the ability of persons to move a number from one island to another; in particular, the issue of clarity of charges was debated by the NPWG.
  - Having regard to the preceding considerations, the NPWG recommended to URCA that Fixed NP be implemented to allow persons to move their number from one operator to another, but only within the same island.
- **Mobile Number Portability**
  - The NPWG noted URCA's commitment for mobile NP to be implemented in time for the commencement of mobile competition (currently anticipated not to occur before April 2014), and ensured that all recommendations supported this goal. The NPWG in its deliberations also sought to ensure that the systems implemented for fixed NP would be suitable for mobile NP with minimal change.
- **Addition of New Operators**
  - The NPWG recognised that competition in the electronic communication sector in The Bahamas is developing, and that the nature of NP meant that any new operator proposing to offer fixed telephone services would be required by the First FNP Determination to offer portability from the launch of its fixed telephone service. The NPWG ensured that the addition of new operators to the fixed NP arrangements could be completed with minimal disruption and in a fair, non-discriminatory manner.
- **Porting of Specific Central Office (CO) Codes**
  - The NPWG addressed the porting of specific CO Codes (NXX's 300 and 225) which are used by BTC to provide special services. BTC had raised concerns during the NPWG meetings regarding those codes, arguing that they should be excluded from NP. Agreement on the matter could not be reached within the

NPWG, so BTC submitted its representations in writing to URCA, which is addressed in further detail in section 4.3.3 below.

### **3.2.2 Selection and Licensing of the NP Administration Service Provider**

The NPWG had a limited role on the issue of licensing the NP Service Provider, and in fact focussed its deliberations and discussions on the selection of the provider and the entering into of contractual arrangements with the successful provider. To that end, the NPWG's deliberations and activities were as follows:

- **Selection of NP Service Provider**
  - On 31<sup>st</sup> May, 2012, URCA issued a Request for Proposals (RFP) to provide a NP Administration Service. Four (4) parties submitted responses to the RFP within the timeframe provided. The NPWG conducted an evaluation of the proposals received and based on its evaluation recommended to URCA the selection of Porting Access BV ("Porting XS"), a Netherlands based provider of number portability solutions with experience in small island jurisdictions, to provide the NP Administration Service for The Bahamas.
  - Pursuant to that recommendation, on 21<sup>st</sup> February, 2013, URCA offered Porting XS an exclusive Individual Operating Licence to provide a NP Administration Service in The Bahamas for a five (5) year period, which licence would be provided to Porting XS or its subsidiary, provided that it met the conditions contained in the Comms Act for the grant of such licence.
- **Contractual Arrangements with the NP Service Provider**
  - URCA and the NPWG proposed a contract for the provision of the NP Administration Service which was negotiated between the NPWG and Porting XS.
  - On 9<sup>th</sup> April, 2013, the two major operators of fixed telephone services in The Bahamas, namely, Bahamas Telecommunications Company Limited (BTC) and Cable Bahamas Limited (CBL) executed a contract with Porting XS for the provision of the NP Administration Service (the "NPAS Agreement").

### **3.2.3 Cost Allocation and Recovery**

A key matter for discussion at the meetings of the NPWG from October 2012 through February 2013 was the allocation of the various costs which would be incurred as a result of NP, as well as the manner in which those costs would be recovered by the operators.

At the meeting on 6<sup>th</sup> February, 2013, it became clear that the Licensee-members of the NPWG would be unable to agree on an approach to cost allocation and recovery. URCA therefore directed the parties, in accordance with the NPWG Terms of Reference, to each make written submissions to URCA on cost allocation and recovery by 1<sup>st</sup> March, 2013. The parties made their submissions by 1<sup>st</sup> March, 2013, with CBL making further submissions on 6<sup>th</sup> March, 2013 in response to a request by URCA for clarification. All of the submissions are outlined and discussed further in Section 4.3 below.

#### **3.2.4 FNP Business Rules**

In November 2012, the NPWG commenced consideration of a draft document titled *Fixed Number Portability Ordering Process Specification*, referred to as the “FNP Business Rules”. This document sets out the rules and conditions which apply in respect of all aspects of the processes which will govern NP for fixed subscribers in The Bahamas that either:

- a) Involve exchanges between the operators via the central database; or,
- b) Involve actions by one operator that have to be trusted by another operator, for example the customer order validation process.

The provisions of the FNP Business Rules therefore apply to the NP ordering process from the point when a subscriber requests a new account with the “Recipient” network utilising NP to the point when the subscriber has an active account on the Recipient network using the subscriber’s number from the “Donor” network; the account on the “Donor” network has been closed; and all other operators have been informed.

The FNP Business Rules are a significant regulatory measure required to ensure that the processes for fixed NP in The Bahamas are clearly delineated and allow for effective implementation of fixed NP in The Bahamas.

The NPWG also conducted detailed deliberations on the FNP Business Rules, ensuring that its provisions were acceptable to and implementable by all operators. URCA ensured that the provisions were consistent with the policy positions taken by URCA in the First FNP Determination. Some key recommendations made by the NPWG which are reflected in the FNP Business Rules include:

- **Porting Process Initiation**
  - The porting process in The Bahamas shall be “Recipient Led” that is, the subscriber requests porting by visiting or meeting with their selected new (or



“Recipient”) operator; that operator is responsible for contacting the existing (or “Donor”) operator to facilitate porting the subscriber’s number to their new account.

- In order to access fixed NP, the subscriber is required to present a form of picture identification (Passport, Drivers Permit or Voter’s Card), and a recent copy of a bill for the subscriber’s existing account from which the number is to be ported.
- The subscriber is required to complete a “Porting Form” which authorises the Recipient operator to port their number, and close their existing account with the Donor operator (unless the subscriber intends to maintain other services with the Donor operator).
- The Donor operator can only refuse to port where the number has been prevented from making outgoing calls as a result of non-payment.
- **Porting Timeframe:**
  - The NPWG deliberated on possible timeframes for porting. It was decided that the NPWG would recommend achievable timeframes that are aligned to the standards established by the operators for provisioning fixed lines. The group debated periods ranging from three (3) days to ten (10) days. The NPWG settled and agreed to recommend that the porting process for fixed numbers in The Bahamas should be set at five (5) business days from the date on which the request to port is initiated by the subscriber.
  - The NPWG recommended that the porting timeframes should be ensured through the implementation of stringent timeframes for each step in the porting process. Those timeframes were proposed by the NP Advisor, debated by the NPWG and included in the draft FNP Business Rules for implementation by URCA.
- **Porting Process**
  - The NPWG decided to recommend the following steps for the porting process, which are set out in the FNP Business Rules recommended to URCA:
    - The Subscriber applies for a new account with NP from another operator (the “Donor”) to the Recipient operator, or requests that an existing number from the Donor operator be ported to the Subscriber’s existing account with the Recipient operator.
    - The Recipient operator provides the Subscriber with information about porting, checks their identity, and collects all required information.

- The Recipient operator confirms that service can be provided to the Subscriber. Additional credit and other checks may be performed at this stage according to the Recipient operator's procedures and processes.
- The Subscriber signs a completed "Porting Request Form", which authorises the Recipient operator to port the number on the Subscriber's behalf, and to close the Subscriber's account with the Donor operator.
- The Subscriber is requested to "Validate" the porting request thereby confirming possession of the number(s) to be ported, and given instructions as to the method of Validation.
- The Recipient operator sends a "Porting Approval Request" to the NP Administration Service.
- The NP Service Provider checks the Porting Approval Request and when the NP Service Provider has received both the Porting Approval Request and an authentic Validation message, it performs the initial checks to confirm whether the porting request can be processed or not.
- If the NP Service Provider's initial checks are unsuccessful, it will send the Initial Validation Response to the Recipient operator including the reason for rejection, and an email or SMS to the Subscriber to advise that the porting request has been rejected and that the Subscriber should contact the Recipient operator to determine the reason for the rejection. In such cases, the porting procedure must be restarted once the matter preventing successful porting has been resolved.
- If the NP Service Provider's initial checks are successful, it sends an email or SMS to the Subscriber advising their porting request is being processed and forwards the Porting Approval Request to the Donor operator. The Donor operator performs the porting approval checks and sends the "Porting Approval Response" to the NP Service Provider indicating whether or not the number can be ported. Where the Donor operator rejects the port, it must include the relevant rejection reason in the Porting Approval Response.
- Where the Donor operator rejects the port, the NP Service Provider will send the Porting Approval Response including the relevant rejection reason to the Recipient operator, and an email or SMS to the Subscriber to advise that the porting request has been rejected and that the Subscriber should contact the Recipient operator to determine the reason for the rejection. In such cases, the porting procedure must be

restarted once the matter preventing successful porting has been resolved.

- Where the Donor operator accepted the port, the NP Service Provider will send the Porting Approval Response to the Recipient operator. The Recipient operator then activates the ported number on its network and sends a “Porting Deactivation Request” to the NP Service Provider. The NP Service Provider advises the subscriber by email or SMS that their number has been ported and sends an update to all Operators’ routing databases (to ensure that calls to the number are delivered to the Recipient operator’s network).
- The NP Service Provider then forwards the Porting Deactivation Request to the Donor operator.
- The Donor operator deactivates the number on its network and sends a “Porting Deactivation Response” to the NP Service Provider to confirm the porting request has been completed and can be closed.
- The NPWG proposed that the Subscriber Validates a port by telephoning a centralised number (242.300.PORT) and confirming the port using an Interactive Voice Response (IVR) system managed by the NP Service Provider.
- **Porting Rejection by Donor**
  - The NPWG deliberated and agreed that the Donor operator should be permitted to reject a port only where the Subscriber’s service has been suspended for non-payment of bills.
- **Win-back and Onward Porting**
  - URCA’s first Consultation Document on NP discussed the issue of prohibiting “Win-back”; that is, implementing a regulatory restriction on a Donor operator from contacting the Subscriber to convince the subscriber to either cancel the port while it is in process or to return its business to the Donor operator after porting. URCA’s decision was to refer the matter to the NPWG for further consideration, and to make a recommendation to URCA. The NPWG deliberated and agreed that a Win-back restriction was appropriate for the reasons set out in URCA’s consultation on Number Portability and Statement of Results. However the NPWG was divided on the appropriate timeframe for which those restrictions should be in force. The NPWG discussed possible Win-back restrictions for periods ranging from 1 month to two (2) years, and recommended to URCA a sixty (60) day Win-back period to run from the date that a port is successfully completed.

- The NPWG also proposed a similar restriction on the Subscriber porting the same number again after a successful port (“Onward Porting”), also for a period of sixty (60) days from the completion date of the port. In this regard, the NPWG felt that permitting subscribers to change service providers and port their numbers indiscriminately without spending a minimum period of time with the new service provider would unduly tax the NP resources and would also undermine the purpose of NP. It was considered that the period should match the period for Win-back.
- **Cooling Off**
  - In proposing the sixty (60) day Win-back and Onward Porting restrictions, the NPWG considered it appropriate to provide an opportunity for a Subscriber who was immediately dissatisfied with their new operator to port their number back to the Donor operator. On that basis, the NPWG proposed a fourteen (14) day “Cooling Off” period during which the Subscriber could reverse the port and return to the Donor operator. It should be noted that this “Cooling Off” period does not entitle the Donor to contact the subscriber for this purpose, nor does it entitle the Subscriber to port to any operator other than the Donor.
- **Emergency Repatriation**
  - In order to address the possibility of incorrect or unauthorised porting of numbers, the FNP Business Rules also include a process for emergency reversal (or repatriation) of ported numbers, to be used only in circumstances in which it can be established that a number has been accidentally or fraudulently ported.

### **3.2.5 Testing Schedule**

The implementation of Fixed NP requires a complex series of connectivity arrangements to be put in place between the networks belonging to operators of telephone services in The Bahamas and the NP Service Provider. There are also significant business process arrangements which each operator must implement in order to ensure that the porting process is smooth and seamless, and that following porting, calls are properly routed to the subscriber on their chosen network.

Ensuring that these arrangements have been properly implemented will require a comprehensive testing process once the physical interworking and process arrangements have been put in place. The NPWG developed and deliberated on a comprehensive testing schedule which has been designed to ensure that fixed NP will be implemented, fully tested, and working in time for the launch date.

The testing schedule assumes at each phase that prior to testing, certain physical and process arrangements have been put in place by the operators in order for the tests to be properly carried out. An overview of the testing schedule recommended by the NPWG to URCA is attached as ANNEX D – FNP Testing Schedule.

### **3.2.6 NP Public Relations Framework**

The successful implementation of NP requires not only that appropriate systems and processes are in place between the operators, but also that the public is aware of NP and the requirements of NP. Appropriate systems and processes ensure subscriber confidence that use of NP will not disrupt their connectivity and that the benefits of NP are worthwhile. This awareness drives high usage of porting and ensures that the competitive benefits of NP are maximised.

Accordingly, the NPWG in conjunction with URCA developed a comprehensive public awareness plan which involves effective and timely public awareness messaging from the regulator, and appropriate marketing activities by the operators.

The proposal decided upon and recommended to URCA was that URCA would be solely responsible for all public awareness messaging during the first phase of the public awareness programme, which would continue until the commencement of final end-to-end testing by the operators. During that period, operators would be restricted from carrying out their own marketing relating to NP and would be required to limit any comments to affirmation of URCA's messages and the public awareness plan itself.

Once end-to-end testing has commenced, operators would be free to conduct their independent marketing campaigns relating to NP; however operators would be required to ensure that their marketing is consistent with the Public Awareness Guidance developed by URCA. This does not limit operators from being free to market NP as they see fit, but limits them from messages which could confuse consumers as to the basic features of the NP process.

URCA's Public Awareness campaign commenced on 17<sup>th</sup> June, 2013, and is due to continue until end-to-end testing commences during August, 2013. The Public Awareness Guidance is attached as ANNEX E – Public Awareness Guidance.

### **3.2.7 Routing Numbers**

The centralised All Call Query (ACQ) method of implementation selected by URCA on the advice of the NPWG for The Bahamas requires that each operator route calls to ported numbers to the

correct network using unique routing numbers assigned to each network by URCA, as the numbering administrator for The Bahamas.

Following detailed deliberations by the NPWG on methods chosen by other jurisdictions, the NPWG was divided on an appropriate routing code method for The Bahamas. URCA, having considered the issue, decided that a four digit routing code method would be adopted in which each network would receive a unique routing number (with separate routing codes for mobile and fixed services). As the Administrator for The Bahamas National Numbering Plan, URCA issued those routing numbers on 6<sup>th</sup> March, 2013, as follows:

| <b>Licensee</b> | <b>Network</b> | <b>Country Code</b> | <b>Numbering Plan Area (NPA)</b> | <b>Routing Number (RN)</b> | <b>Central Office Code (CO)</b> | <b>Subscriber Number</b> |
|-----------------|----------------|---------------------|----------------------------------|----------------------------|---------------------------------|--------------------------|
| BTC             | Fixed          | 1                   | 242                              | 2820                       | 3 Digits                        | 4 Digits                 |
| BTC             | Mobile         | 1                   | 242                              | 2821                       | 3 Digits                        | 4 Digits                 |
| CBL             | Fixed          | 1                   | 242                              | 2250                       | 3 Digits                        | 4 Digits                 |

## **4 URCA's Rationale for Second Determination on Number Portability**

In the course of making its First FNP Determination, URCA noted that the implementation of NP would of necessity also involve the making of regulatory decisions on several matters. While the NPWG would be responsible for making appropriate recommendations to URCA on these matters, it would be necessary for URCA to ensure the compliance of all relevant parties by making one or more additional Determinations to facilitate the launch of NP.

Having had regard to the deliberations of the NPWG, URCA considered the following matters for determination as discussed in the following Sections.

### **4.1 General Provisions for Fixed Number Portability in The Bahamas**

URCA has considered, discussed with the NPWG and proposes to make determinations upon various matters pertaining to the implementation of fixed NP in The Bahamas as follows:

#### **4.1.1 Operator Readiness and Launch Date for Fixed Number Portability**

The NPWG includes those licensees that are required to implement fixed NP in The Bahamas and through the NPWG URCA has monitored their readiness for the launch of fixed NP. In the First FNP Determination, URCA anticipated a timeframe which would have resulted in fixed NP becoming available during the second quarter of 2013. At that time, recognising that preparations could conceivably require more time than originally estimated, URCA did not make a determination as to the launch date for NP.

URCA has monitored the licensees' readiness for fixed NP on an on-going basis and, based on revised estimates and express written commitments made by the licensees, URCA now considers it reasonable to require that the licensees required to implement fixed NP ensure that they are fully ready for NP launch by 31<sup>st</sup> August 2013 (the "NP Ready Date").

Accordingly, URCA proposes to make a determination requiring all licensees of fixed telephone services in The Bahamas to be fully ready for the launch of NP by no later than 31<sup>st</sup> August 2013, and that fixed NP will be launched and available for the public in The Bahamas on 3<sup>rd</sup> September 2013 (the "NP Launch Date").

#### **4.1.2 Porting Between Islands:**

As discussed in URCA's Statement of Results on Number Portability, having regard to the existence of toll charges for calls between islands within The Bahamas, there is considerable potential for customer confusion regarding billing if numbers were allowed to be moved from one island to another, particularly on the network operated by BTC. Customers have traditionally identified the location of a called number using the NXX prefix, and short of implementing a notification method which might significantly diminish the caller experience, there is no reliable way to avoid bill shock which might occur when a customer inadvertently calls an off-island number in the mistaken belief that the called service is situated on the same island. URCA considers that the potential consumer harm justifies restricting portability to moving numbers within the same island. URCA proposes to review this restriction from time to time in the interest of removing it if the technical and commercial circumstances change.

Having regard to the preceding statements and the recommendations of the NPWG, URCA therefore proposes to mandate that fixed NP be implemented to allow persons to port their number from one operator to another, but only within the same island. URCA will review this limitation of Fixed NP periodically to determine whether it would be appropriate to permit inter-island porting.

#### **4.1.3 Mobile Number Portability**

URCA notes the provisions made in the contractual arrangements with Porting XS for the addition of a mobile provider in the event that mobile competition is introduced in The Bahamas. URCA does not consider that any further determinations in this regard are necessary at this time and will issue such further consultations or regulatory measures in preparation for mobile competition in The Bahamas in accordance with Government policy.

#### **4.1.4 Porting of NXXs 300 and 225**

During the NPWG deliberations BTC made submissions concerning the porting of NXXs 225 and 300 which are used by BTC for the provision of special services, namely non-geographic vanity services and national toll-free services respectively. BTC argued that because those numbers are non-geographic in nature they should be excluded from porting. BTC further developed this position in a letter dated 17 May 2013 in which it argued that NP for geographic and non-geographic numbers should be addressed separately, consistent with industry best practices. BTC cited precedent for this principle by referencing OFCOM, the communications regulator in



the United Kingdom, whose number portability commercial group decided to ensure a separation and/or demarcation of the fixed geographic and non-geographic services<sup>6</sup>.

URCA recognises the value of maintaining separation of geographic and non-geographic numbers from a Numbering Administration perspective, as reflected in The Bahamas National Numbering Plan. However, URCA does not consider that BTC's representations have presented any valid reason why URCA should exclude non-geographic numbers from NP at this time. BTC indicated in its letter that the porting of such numbers would have "Reference Access and Interconnection Offer (RAIO) implications"; however, BTC did not enunciate further as to what those implications might be. URCA considers that notwithstanding BTC's reference to OFCOM's number portability commercial group, non-geographic numbers are subject to portability in the UK<sup>7</sup>. Similarly, URCA's research has indicated that such numbers are also portable in the USA<sup>8</sup>.

URCA's information from the NPWG satisfies URCA that from a technical standpoint there is no barrier to porting these numbers and that the issue is one of ensuring compatibility of services. URCA would be hesitant, in the absence of compelling technical and/or economic justification which BTC has not submitted, to provide BTC with the competitive advantage on these services by permitting the 300 and 225 NXX's to remain exclusive to BTC's network.

Accordingly, URCA proposes to permit the porting of the 225 and 300 NXXs as part of Fixed NP. URCA also proposes to establish and maintain on its website from the launch of Fixed NP, a schedule identifying all NXXs which are subject to porting and those which are exempted. For the time being, URCA proposes to require that all Fixed NXXs will be subject to porting.

#### **4.1.5 Addition of New Operators**

URCA notes the provisions made in the contractual arrangements with Porting XS for the inclusion of additional fixed operators. URCA has already determined that any licensee that wishes to provide fixed telephone services in The Bahamas shall provide NP to its current and prospective customers. URCA proposes to determine further that such operators must do so based on the arrangements established by the NPWG and URCA for fixed NP.

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<sup>6</sup> OFCOM Doc GNPE2E Section Av11 2007

<sup>7</sup> [Insert Reference]

<sup>8</sup> [Reference]

#### **4.1.6 Operator Obligations for NP Implementation**

URCA recognises that in order to achieve NP readiness by the NP Ready Date, all licensees required to provide Fixed NP must install the required systems, integrate the relevant systems with the NP Service Provider and other operators, design and implement revised business processes in accordance with the business rules, and conduct exhaustive testing to ensure that the fixed NP process works effectively and seamlessly.

To that end, URCA proposes to make a determination requiring relevant licensees to carry out all tasks required to implement fixed NP in The Bahamas in accordance with the timeframes set out above, including but not limited to the following:

##### ***4.1.6.1 Establishment of the Number Portability Administration Service***

URCA proposes that licensees required to implement and provide NP shall use their best efforts to ensure the timely establishment of the NP Administration Service and integration of the NP Administration Service with their networks and implementation of the NP Business Rules; in accordance with the NPAS Agreement; and, as directed by URCA from time to time.

##### ***4.1.6.2 Network Connectivity and Processes***

URCA proposes that licensees required to provide fixed NP shall:

- Establish and maintain robust and diverse connectivity with the NP Service Provider servers;
- Implement “Loop Back” protection into their core networks;
- Establish processes for weekly checking and maintaining synchronisation of their local routing infrastructure and databases with the databases maintained by the NP Service Provider; and,
- Provide onward routing of international incoming traffic to the correct terminating network on a non-discriminatory basis.

##### ***4.1.6.3 Testing***

URCA proposes that licensees required to provide fixed NP shall carefully plan, rigorously execute and collaborate with other stakeholders, in accordance with the testing schedule established by URCA in respect of the following:

- Inter-operator testing readiness collaboration;

- Acceptance testing for the NP Administration Service;
- Internal and inter-operator porting testing;
- Internal and inter-operator routing testing;
- Testing of All Call Query (ACQ) live traffic migration to ensure seamless traffic migration with minimal disruption to normal traffic and service delivery; and
- Inter-operator testing of the End-to-End NP process.

## **4.2 Selection and Licensing of the NP Administration Service Provider**

URCA notes and endorses the work of the NPWG in respect of the selection of Porting XS as the NP Service Provider and the entering into of contractual arrangements between Porting XS and the fixed telephone network operators.

URCA notes that the method chosen for the implementation of NP requires all operators to engage with a single effective provider of a centralised database and clearinghouse for ported numbers. To that end, URCA endorses the selection of Porting XS. URCA refers to its decision in the First FNP Determination (ECS 21/2012) that Porting XS *“as a provider of a carriage service (by virtue of the NP Administration Service being “ancillary services to the conveyance of signals” as described in the definition of “carriage service” set out in section 2 of the Communications Act 2009) shall require an Individual Operating Licence (IOL) from URCA, which shall be granted on terms and conditions to be determined by URCA having regard to the recommendations of the NPWG. The NP Service Provider shall not, however, be authorised to provide any carriage service other than the NP Administration Service, or operate any network in The Bahamas whether alone or as part of an undertaking.”*

Section 19(4) of the Comms Act provides that URCA may issue an individual licence where *“necessary to specify particular terms relevant to a particular licensee or if it considers that other reasons necessary or expedient to further the electronic communications policy objectives make the grant of an individual licence necessary.”*

URCA considers that a single NP Administration Service is required in order to effectively implement and efficiently operate NP and that such operator, for reasons set out in the First FNP Determination, should be prohibited from offering other services within the electronic communications sector in The Bahamas. Therefore, the standard form of Individual Operating Licence is inappropriate for issuance to the NP Service Provider (i.e., Porting XS).

To that end, URCA has developed a proposed form of Individual Operating Licence tailored and applicable for the NP Service Provider. The draft Licence, which URCA proposes to establish

through this determination, is attached as ANNEX B – NP Service Provider Individual Operating Licence to be issued under this Preliminary Determination.

URCA notes for completeness that, pursuant to the First FNP Determination, all licensees providing fixed telephone services to the public in The Bahamas are required to use the services of the NP Service Provider licensed by URCA for the implementation of number portability on their networks.

## **4.3 NP Cost Allocation and Recovery**

### **4.3.1 Relevant Costing Principles**

Within URCA's Consultation Document on NP dated 15<sup>th</sup> April 2011, URCA proposed principles of cost apportionment in respect of fixed NP as described below:

- i) **Relevant costs** – This implies that only those costs directly incurred as a result of the provision of NP should be recovered and should reflect the costs of an efficient operator using a least cost solution. This means that the cost recovery mechanism should have strong regard to relevant and efficient costs.
- ii) **Cost causation** – Costs should be borne by service providers whose actions cause the cost to be incurred. This means that the cost recovery mechanism should have strong regard to whose actions cause additional costs to be incurred.
- iii) **Distribution of benefits** – Cost apportionment should reflect the distribution of benefits that accrue from a customer porting his or her telephone number. This principle recognizes that porting customers are not the only beneficiaries of NP. Indeed, number porting generates direct and indirect benefits as everyone benefits from increased effectiveness in competition, not just porting customers. This means that those who derive indirect benefits from NP should bear some of the costs.
- iv) **Effective competition** – The objective to promote effective competition should not be weakened by the mechanism of cost recovery. In particular, the cost recovery mechanism should not be used to raise a competitor's costs nor weaken their ability to compete or weaken the benefits which number porting would bring to customers and the communications sector as a whole.

- v) **Cost minimization** – The mechanism for cost recovery should provide strong incentives for service providers to minimize costs. In particular, those who are in a position to affect the size of the costs should face strong incentives to minimize costs.
- vi) **Practicality** – Costs should be recovered in a way that is practical to implement and does not unduly raise administration costs.
- vii) **Reciprocity** – Where NP is provided on a reciprocal basis, it would be appropriate for charges to be reciprocal in each direction.

URCA considers that the cost apportionment principles discussed above are interdependent, in that in some cases promoting one objective will promote another, while in other cases the objectives may conflict. Nonetheless, the principles are considered best practice and have been applied by competent and respected regulatory and competition authorities in jurisdictions that have successfully implemented NP.

As mentioned above, URCA confirmed in its Statement of Results on the Consultation (ECS 20/2011, issued 16<sup>th</sup> November, 2011)<sup>9</sup> that the economic principles discussed above would be used in apportioning the costs of implementing number porting:

*“... the relevant principles of cost recovery should be cost causation, relevant cost, cost minimisation, reciprocity, effective competition, practicability, and distribution of benefits.”*

In the First FNP Determination, URCA did not make a determination as to the methodology for allocating fixed NP costs to the various stakeholders but stated that: *“The recovery principles for the main cost items associated with the preferred technical solution for NP have been referred to the NPWG which will make recommendations and proposals to URCA.”*

#### **4.3.2 Costs for NP Implementation**

The relevant costs of implementing porting services are:

- i) **Internal set-up costs** – These are the one-off costs incurred by NP operators for IT and other networks/systems upgrades, the costs of training staff to enable NP, as well as the

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<sup>9</sup>Available at [www.urcabahamas.bs](http://www.urcabahamas.bs).

costs incurred in creating an agreed porting procedure and determining commercial terms and procedures. BTC commented that internal set-up costs are likely to be larger for a long established operator than for a new entrant.

- ii) **Common Industry System Costs** – These relate to the common costs of the equipment/system for the NP Administration Service (comprising a centralized database solution [for porting numbers between operators] and ancillary services). It is worth stressing that operators will incur these costs irrespective of the number of customers who port their numbers, the number of NXX's assigned to licensees or the potential number of ported numbers. URCA considers that these are necessary costs of participating in a competitive electronic communications market in The Bahamas for services that rely on numbering resources and for meeting customer requests, in order to take full advantage of the ability to switch between service providers.

As noted above, Porting XS was selected by URCA and engaged by the fixed telephone operators in The Bahamas to provide the NP Administration Service.

- iii) **Cost per porting** – This comprises the “per order” handling or administrative costs incurred in implementing NP for individual subscribers and involves the cost of complying with the agreed porting procedures, activating ported numbers, testing, and communicating the necessary call routing information to other participating operators.
- iv) **Additional conveyance costs** – These involve the additional incremental costs incurred in routing a call to a subscriber with a ported number relative to the costs involved in routing a call to a subscriber with a non-ported number.

As the parties remained divided on how most cost components should be shared among stakeholders, URCA invited the parties to state their respective proposals in writing for URCA's consideration.

URCA received written proposals from three members of the NPWG.

#### **4.3.3 Submissions**

BTC, CBL and iPSi submitted proposals to URCA on how to allocate internal set-up costs and other NP related costs. As iPSi subsequently withdrew from the working group, its proposal has not been considered in this document, though iPSi is free to make further submissions in response to this Preliminary Determination. Within its 1<sup>st</sup> March, 2013 submission, BTC put

forward four proposals which BTC believes are in line with the relevant apportionment principles and cost allocations in other jurisdictions, as follows:

- i) BTC stated that while it is standard industry practice for NP operators to internalize or bear their own one-off costs, there are also instances where set-up costs are recovered from customers requesting portability. BTC advised that this is the current practice in the Cayman Islands and proposed that URCA make this option a feature of the cost recovery regime for NP in The Bahamas.
- ii) BTC strongly favoured an equal division of the common industry system costs noting that the distribution of benefits principle suggests that equal payment of such costs would result in the most equitable outcome. BTC reasoned that the distribution of benefits principle supports an equal apportionment of the Porting XS service fees since all operators benefit from portability. Thus, it is BTC's proposition that the Porting XS service fees should be split equally between participating NP operators.
- iii) BTC argued that porting transaction costs in the early stages of NP should be borne by the recipient operator. The main reason for BTC's proposal is that the benefit of number porting flows in the direction of the recipient operator. As such, in accordance with the distribution of benefit principle, the recipient operator should pay the donor operator the costs incurred by the donor operator to set-up and validate a customer's porting request.
- iv) BTC stated that operators should have the option of recovering any additional conveyance costs from customers.

BTC stressed the need for flexibility with respect to the cost allocation rules including periodic reviews to ensure that NP's intended objectives are achieved with minimal competitive distortions.

CBL<sup>10</sup>, in its submission dated 1<sup>st</sup> March, 2013, objected to what it described as "*discretionary or arbitrary apportionment approaches such as apportionment in equal parts*", noting that such approaches would be contrary to the most important objectives of cost causation and promoting effective competition. CBL then recommended that URCA should adopt "*a causality-*

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<sup>10</sup>Including Caribbean Crossings Ltd. and Systems Resource Group Ltd. (collectively "the companies").

*based apportionment approach*” instead. CBL explained that under its proposed approach the Porting XS service fees (i.e., common industry system costs) would be apportioned on the basis of the number of potential ported numbers rather than the actual volume of numbers ported.

On 30<sup>th</sup> April, 2013 URCA requested further clarification on CBL’s submission. In its 6<sup>th</sup> May, 2013 response letter to URCA, CBL:

- Maintained its opposition to an equal payment approach and reaffirmed its proposition that the Porting XS service fees should be shared in proportion to the potential number of ports rather than actual numbers ported.
- Stated that every NP operator should bear their own internal set-up costs, noting that this approach is supported by the principles of cost minimization, effective competition and cost causation.
- Stated that all other NP related costs (i.e., cost per porting transaction, and additional call conveyance costs) should be waived. In CBL’s view, the imposition of these additional costs would be counterproductive, as this would:
  - undermine the objective of cost minimization as additional billing resources would be required;
  - weaken the objective to promote effective competition because the process of calculating transaction fees could be used to delay the competitive and switching effects of NP; and
  - be impractical to implement given the difficulties, time, additional resources and information required to implement billing system, develop costing methodology and actual implementation.

#### **4.3.4 URCA’s Preliminary Views on Cost Apportionment for NP**

URCA has carefully considered the various cost sharing options put forward by both companies. In making a preliminary determination on these issues, URCA remains cognizant of its remit to encourage, promote and enforce sustainable competition and safeguard consumer interest and welfare. In this regard it is URCA’s position that any cost recovery scheme for NP must ensure that there is a level playing field across the industry for sustainable competition to flourish and optimize benefits for customers.



Therefore, as a matter of policy, URCA considers that any proposal that would result in customers incurring a porting charge when switching to another service provider would not be acceptable to URCA. URCA is aware that there is a direct correlation between charging for portability and the level of demand for the service. Empirical evidence exists to show that the successful implementation of portability is attributed to, among other considerations, no charge being allocated to subscribers for porting their numbers to other networks.<sup>11</sup> As noted by Gans, King and Woodbridge (2001), subscribers should not be burdened with the cost of portability because it plays a significant role in their decision to change networks.<sup>12</sup> In commenting on lessons learned from NP implementation around the world, Smithers noted that: “Charges to the subscribers by the donor operator are a strong deterrent to porting and should be prohibited by regulation.”<sup>13</sup> Additionally, price sensitive subscribers are unlikely to port their numbers even if it means improved service or cheaper call prices. That consideration notwithstanding, URCA accepts that where a donor operator incurs legitimate costs in enabling number porting on its networks, it would be reasonable for that operator to recover such costs from the recipient operator (but not from subscribers requesting portability).

URCA notes that the economic principles discussed at the beginning of this section have been used by respected and competent regulatory and competition authorities from around the world in various cost recovery schemes for indirect access (i.e., call by call selection, carrier pre-selection) and fixed and mobile NP and are considered best practice. Therefore, URCA recognizes in this Preliminary Determination that it would also be appropriate for URCA to give consideration to the approach to cost sharing taken by regulators in other jurisdictions. URCA, in its examination of such schemes, has focused primarily on non-Caribbean jurisdictions given the very limited experience with NP implementation across the various Caribbean jurisdictions.<sup>14</sup>

In coming to a preliminary view on these matters, URCA had regard to:

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<sup>11</sup> Winfred O. Larkotey, Ed Danso Ansong, Dominic Damoah, and J. Abandoh-Sam: “Mobile Number Portability in Developing Countries: Its Successes and Failures. Case Study – West African Sub-Region” in *International Journal of Societal Applications of Computer Science*, Vol. 1 Issue 1 November 2012.

<sup>12</sup> J.S. Gans, S. P. King and G. Woodbridge: “Numbers to the People: Regulation, Ownership, and Local Number Portability” in *Information Economics and Policy*, Vol. 13, pp. 167-180.

<sup>13</sup> Christopher Smithers (2010): “Considering Number Portability in The Caribbean”.

<sup>14</sup> Number portability is presently available in the Cayman Islands, French Antilles, Dominican Republic, and Puerto Rico. Portability is currently under consideration in British Virgin Islands, ECTEL member states, Haiti, Jamaica, and Trinidad and Tobago.

- The overarching objective of implementing NP in The Bahamas which in URCA's view is compatible with the statutory framework of the Comms Act;
- The economic principles set out above. The cost sharing regime for NP should reflect a balanced combination of these economic principles; and
- The approach taken in Malta, Australia, Hong Kong, the Channel Islands (Guernsey and Jersey), Isle of Man, and Gibraltar and proposed by regulators in Bermuda, and Turks and Caicos Islands.

Where relevant, URCA has supplemented the above objectives, criteria and information with other factors. Most relevant are the requirements under section 5(c) of the Comms Act that regulatory and other measures must be, among others, non-discriminatory, fair, and proportionate. URCA has given consideration to these principles because in URCA's view, the implementation of NP in The Bahamas is the result of a regulatory measure issued by URCA pursuant to Section 80(1) of the Comms Act.<sup>15</sup> Section 11 of the Comms Act imposes a statutory duty on URCA to give consideration to these principles when issuing regulatory and other measures.

Below URCA sets out its reasoning and preliminary views in respect of a recovery scheme for internal set-up costs and other NP related costs:

#### ***4.3.4.1 Internal Set-up Costs***

URCA considers that internal set-up costs in The Bahamas are likely to be higher on a per subscriber basis than in larger markets where the customer base is much greater. That consideration notwithstanding, URCA strongly favours an approach whereby each NP operator absorbs their own internal set-up costs (as suggested by CBL). In URCA's view such an approach satisfies the distribution of benefits principle, as all subscribers will benefit from the increase in the effectiveness of competition that should arise from number portability. The proposed approach is also consistent with other important economic principles. In particular, under this proposed approach operators should be incentivized to implement the most cost efficient NP solutions within their networks (i.e., cost minimization principle) and there should be no need for periodic reconciliation between NP operators (i.e., practicality principle).

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<sup>15</sup> Under this section "URCA shall issue a consultation and make determination on number portability". Regulatory measures include determination, decisions, directions, adjudications, orders and regulations.

This approach is the standard practice in the markets that URCA has investigated, including Malta<sup>16</sup>, Australia<sup>17</sup>, Hong Kong<sup>18</sup>, the Channel Islands, Isle of Man, and Gibraltar where NP has been successfully implemented on fixed and/or mobile networks.<sup>19</sup> Accordingly, URCA considers that a similar approach (i.e., each operator bears their own internal set-up costs) should also be applied in The Bahamas.

Having regard to the arguments and international evidence presented above, URCA's preliminary view is that fixed and mobile operators should bear their own internal set-up costs for enabling fixed and mobile portability on their networks.

While acknowledging that the practice in the global market is for individual operators to internalize or absorb their own internal set up costs, BTC advised that in the Cayman Islands operators are free to pass on their one-off costs to customers when they port out. BTC urged URCA to make this option a feature of the NP charging regime in The Bahamas.

URCA reiterates its opposition to any cost sharing scheme that would permit the donor operator (who will lose the customer) to impose a cost on customers requesting number porting. As previously stated, URCA believes the imposition of such a charge on customers by the Donor operator undermines the economic objectives to promote effective competition and minimize cost, thereby weakening the competitive and switching effects of NP.

URCA acknowledges that it is the policy of the Cayman Islands regulator that *"licensees should be free to pass these costs on directly to consumers if they so wish."*<sup>20</sup> However, and as stated above, the practice in the global market is for operators to absorb or internalize their own internal set-up costs. That is, individual operators will recoup their own internal set-up costs from general revenues rather than from customers requesting portability. In other words, each

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<sup>16</sup> Report on Consultation and Decision – Introducing Number Portability in Malta (March 2005 updated March 2010) available at <http://www.mca.org.mt/sites/default/files/pageattachments/201003%20NP%20decision%202005%20-%20Updated%20March%202010.pdf>.

<sup>17</sup> ACCC: "Pricing Principles for Local Number Portability - a guide" at [http://transition.accc.gov.au/content/item.phtml?itemId=688487&nodeId=9c386bdea23773f51903540e1d60813d&fn=Pricing%20principles%20for%20local%20number%20portability%E2%80%94a%20guide%20\(Jun%2009\).pdf](http://transition.accc.gov.au/content/item.phtml?itemId=688487&nodeId=9c386bdea23773f51903540e1d60813d&fn=Pricing%20principles%20for%20local%20number%20portability%E2%80%94a%20guide%20(Jun%2009).pdf).

<sup>18</sup> "Recovery of Cost for Operator Number Portability" at <http://www.internationallawoffice.com/Newsletters/Detail.aspx?g=ae320fc6-1b3f-4914-b88d-b39b2a481446>

<sup>19</sup> Also, Ghana, Kenya, Nigeria, Qatar, Sudan, Georgia, Azerbaijan, Panama, Paraguay, Argentina, Ecuador, India, and Cape Verde.

<sup>20</sup> ICT Decision 2008-5: "Decision and Further Process on Local Number Portability" available at [http://www.icta.ky/docs/Decisions/ICT\\_Ddecision\\_2008-5\\_NP.pdf](http://www.icta.ky/docs/Decisions/ICT_Ddecision_2008-5_NP.pdf).

operator bears its own internal set-up costs and recovers those costs in the same way that it recovers other costs that it incurs in developing its network. This is also no different from the current practice in The Bahamas where each licensed operator recovers the costs of providing free emergency call services by their retail customers from their general revenues.

URCA notes the absence of widespread international support for the approach suggested by BTC. URCA considers the lack of international support for BTC's proposal is because of concern that any direct pass-through of such costs to customers would discourage take-up of portability services. Indeed, only in one of the countries (Cayman Islands) investigated by URCA did the option exist for operators to pass these costs on directly to consumers. Additionally, URCA understands that in their consultation on NP, regulators in Bermuda<sup>21</sup> and Turks and Caicos<sup>22</sup>, similarly proposed like URCA that operators should absorb their own internal set-up costs with no option to recover such costs from customers. This is because of concern that any direct pass-through of such costs to customers would discourage take-up of portability services.

Having regard to international evidence and the objective of number porting, URCA's preliminary view is that it would be counter-productive to accept the proposed option put forward by BTC (i.e., operators should have the option to recover their internal set-up costs from customers). This is because the cost of porting might be too high (especially where set-up costs are high)<sup>23</sup> and borne mostly by those subscribers requesting NP. In that situation, very few, if any, subscribers would port, thereby maintaining high barriers to switching, and weakening competitive pressure among operators.

It is also URCA's view that the option proposed by BTC would raise anti-competitive concerns in the marketplace. This is because the imposition of a cost on customers requesting NP would have the effect of blocking ("locking-in") customers from switching to alternative services, technologies, or networks. In URCA's view this would create a barrier to exit (i.e., prohibit customers switching or migrating to other service providers) and would directly undermine one of the key benefits of NP.

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<sup>21</sup>Ministry of Energy, Telecommunications & E-Commerce (dated 25<sup>th</sup> September 2009): "Local Number Portability for Bermuda" (Second Consultation Paper).

<sup>22</sup><http://www.telecommission.tc/content/root/files/20120430170209-TCI-Telecommission-NP-consultation-Documents-Final-30-April-2012-5pm.pdf>.

<sup>23</sup> BTC stated that in the UK and Germany the charge can be as high as US\$50.

The European Consumers' Organisation (BEUC<sup>24</sup>) advanced two additional arguments in support of a zero porting charge for customers migrating to another service provider. URCA considers that both arguments have relevance to The Bahamas and lend support to URCA's current opposition to a non-zero porting charge:

- Consumers in a liberalized environment have a right of choice and cannot fully exercise their right if they have to pay for it; and
- It is important that consumers are not hampered or unduly restricted in their right to choose so that competition can develop fully and flourish.

Both arguments suggest to URCA that subscribers should be free to retain their telephone numbers independently of their current service providers. A non-zero porting transaction fee payable by customers would run counter to this thinking.

Based on the preponderance of the international evidence, URCA is not in favour of the option whereby donor operators recover their internal set-up costs from customers that port out, as proposed by BTC. It remains URCA's preliminary view that all operators should absorb their own internal set-up costs as an expense. URCA notes that its proposal is not outside the international mainstream and is very much in keeping with best practice considerations.

Having regard to the foregoing arguments, URCA's view is that licensed fixed and mobile operators should bear their own internal set-up costs with no option for them to recover such costs from customers that port out.

#### **4.3.4.2 Common Industry System Costs**

Both operators are in agreement that the common industry system costs should be shared but remained divided on how this should be implemented. URCA notes CBL's urging for a "*causality-based apportionment approach*" (in which allocation is on the basis of the number of potential ported numbers) versus the "*equal apportionment approach*" put forward by BTC.

URCA considers that of the two approaches put forward by the operators, the one proposed by BTC appears to be the simplest, fairest and most practical to implement. That approach requires a simple division of the Porting XS service fees by the number of NP operators and

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<sup>24</sup><http://www.beuc.org/Content/Default.asp?PageID=591>.

would result in costs being allocated equally amongst NP participating operators irrespective of size and market position. This is the approach taken in other markets including comparable jurisdictions such as Isle of Man, Gibraltar, and the Channel Islands and countless other markets.

In contrast, CBL's proposition is that the common industry system costs should be allocated in proportion to the number of NXX's assigned to each participating operator.<sup>25</sup> In URCA's view, a potential drawback to CBL's approach is that it requires periodic reconciliation between operators and could be the source of inter-operator disputes and controversy, thereby either delaying the implementation of the service and/or undermining its effectiveness. More importantly for URCA is that a cost sharing scheme based on NXX assignments could undermine the distribution of benefits principle as BTC would contribute a disproportionate share of the common industry system costs given the size of BTC's fixed and mobile customer base.

As noted previously, the implementation of NP in The Bahamas is the result of a regulatory measure issued by URCA<sup>26</sup> under section 80 (1) of the Comms Act.<sup>27</sup> As such, URCA considers it is worth emphasizing that operators will incur these common industry system costs irrespective of the number of customers who port their numbers, or the number of potential ported numbers (or the number of NXXs assigned to each operator). Therefore, URCA repeats its previous statement at Section 4.3.2 above that these costs must be viewed as the necessary costs of participating in a competitive electronic communications market in The Bahamas and for meeting customer requests, in order to take full advantage of the ability to switch between participating operators. In ECS 20/2011 (*Statement of Results – Number Portability for The Bahamas*), URCA stated the objectives of implementing NP in The Bahamas and concluded that the service will bring direct and indirect benefits to all customers and operators, not just customers who choose to make use of the facility. URCA remains of this view.

In light of the foregoing, URCA considers that the common industry system costs for NP implementation in The Bahamas are not only subject to the cost apportionment principles set

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<sup>25</sup>CBL's methodology appears to be the same approach employed by the regulator in Cayman Islands that *"Common industry system costs are to be shared in proportion to the number of NXX's held by each licensee."* See ICT Decision 2010-8: "Decision in Determination Request related to the Cost sharing of Local Number Portability Costs" available at <http://www.icta.ky>.

<sup>26</sup>ECS 20/2011 "Number Portability for The Bahamas – Statement of Results" issued November 16, 2011 and available at [www.urcabahamas.bs](http://www.urcabahamas.bs).

<sup>27</sup> Under that section "URCA shall issue a consultation and make determination on number portability". Regulatory measures include determination, decisions, directions, adjudications, orders and regulations.

out above (Section 4.3.1) but also the statutory “*Guidelines for regulation and Government measures*” specified in section 5 of the Comms Act<sup>28</sup> mandating that all regulatory measures must, among other things, be fair, proportionate and non-discriminatory. It bears repeating that these costs do not include the internal costs related to accessing the common industry system and maintaining local synchronized copies of the central database data supplied by and within the individual licensee’s own network and systems. Therefore, these costs are not caused by porting customers or by any single operator. This means that in considering an appropriate cost sharing scheme for common industry system costs, URCA considers that less weighting should be given the cost causation principle (i.e., those who cause a cost incur the cost). As such, no single operator or group of subscribers should bear a disproportionate or unfair share of the common industry system costs as would be the case if CBL’s proposed cost allocation method were to be adopted. This principle also ensures, in URCA’s view, that the business risk associated with the introduction of NP in The Bahamas is equally shared across participating fixed and mobile operators.

URCA’s reasoning is not outside the international mainstream. It is the established practice in the EU (and applied to cost recovery schemes for indirect access and NP) that “*costs which are incurred as a result of legislation intended to ensure effective competition in a liberalized market should be recovered ... from the generality of customers. This is particularly so when the obligation is imposed on all operators thus allowing all customers and indeed all operators, even those with SMP, the possibility of benefitting from the services in the long run.*”<sup>29</sup>

URCA reiterates that the approach proposed by BTC is the fairest, simplest to implement, with minimal or zero administrative costs. It further represents the cost efficient option for NP operators to keep updated, and eliminates the need for monthly reconciliation between operators. URCA also considers that, of the two proposals, equal apportionment is the approach that is most consistent with the distribution of benefit principle. That approach allows for spreading the Porting XS service fees across customers including non-porting subscribers who also will derive benefits in terms of better service quality, improved service innovation,

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<sup>28</sup>In particular “regulatory and other measures shall be efficient and proportionate to their purpose and introduced in a manner that is transparent, fair and non-discriminatory.”

<sup>29</sup>Europe Economics & Arcome (1999): “Study on the Cost Allocation for Number Portability, Carrier Selection and Carrier Pre-Selection” – Final Report for DGXIII of the European Commission”.

and/or cheaper call rates from the anticipated increase in the effectiveness of competition that should arise from portability.

Accordingly, URCA has come to the preliminary conclusion that the Porting XS service fees should be equally apportioned across the participating operators. This approach has been adopted by regulators in comparable jurisdictions (e.g., Channel Island, Gibraltar, and Isle of Man).

As the number of operators offering porting facilities on their fixed networks increases, the Porting XS fees will be equally shared among existing and new fixed operators. Upon the entry of Mobile Number Portability (MNP), the cost model would be the same but the financial impact on individual operators will diminish as the Porting XS fees are shared across a larger number of operators. This proposal is to ensure that prospective fixed and mobile operators offering porting facilities make a reasonable contribution to the common industry system costs since they too will derive benefits from portability.

URCA proposes to determine that:

- the Porting XS service fees should be equally apportioned across all fixed networks offering porting facilities to customers; and
- the Porting XS fees will be equally shared among new and existing licensed fixed and mobile operators offering porting facilities on their networks.

#### **4.3.4.3 Other NP Related Costs**

BTC and CBL remained divided on how additional call conveyance costs and porting transaction costs should be allocated amongst stakeholders. CBL believed that both cost elements should be waived, noting that the imposition of such costs would undermine the core objectives of practicality, effective competition and cost minimization. On the other hand, BTC proposed that (i) the porting costs should be borne by the recipient operator; and (ii) operators should recover any additional call conveyance costs from customers

URCA notes the concerns raised by CBL in support of its proposal that all transaction-related costs should be waived. In particular, the process involved in establishing such costs would be



lengthy and delay implementation of fixed portability in The Bahamas, and the assertion that because The Bahamas is a small market “*the number of ported numbers is expected to be small*”<sup>30</sup> thus transaction related costs would be negligible.

In relation to the size of the Bahamian market, URCA considers that it is not in a position to pronounce on the accuracy of CBL’s assertion regarding the take-up of portability services in The Bahamas at this time. At the same time, URCA understands that number porting is operating in comparable jurisdictions with market profiles that are smaller than or comparable with The Bahamas. These include the Channel Islands, Isle of Man, Gibraltar, and Cape Verde. In the absence of verifiable evidential support to the contrary, URCA would not be in a position to reasonably assess CBL’s assertion regarding the demand for portability and the corresponding impact on the local market.

Neither is URCA in a position to confirm CBL's conclusion that porting transaction costs would be negligible. This is because URCA has no information on operator-specific porting transaction costs at this time and CBL has not presented any evidential information in support of its argument. Without evidential support, URCA is unable to accept CBL’s proposition to waive all porting transaction costs associated with NP on the basis that such costs are insignificant.

On the remaining points raised by CBL, URCA assures operators and consumers that URCA’s objective is for the successful implementation of NP in The Bahamas within the agreed timeframe. In order to avoid undue delays in meeting the NP Launch Date for fixed NP, URCA continues to take all reasonable steps to ensure critical regulatory decisions for successful implementation of NP will be determined in a timely and expeditious manner.

Below URCA comments on the options put forward by BTC and CBL in respect of each cost element, and set forth its preliminary views on these matters:

- **Cost per porting**

URCA's examination of cost recovery schemes in other jurisdictions indicates that where the Donor operator incurs costs in complying with a customer's porting request it would

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<sup>30</sup> Page 3 of CBL’s Submission dated May 6, 2013 “Apportionment of the Porting XS Service Fees and Other Number Portability Costs.”

be appropriate for the cost recovery scheme to permit the Donor operator to recover such costs.

This could be implemented in one of two ways:

- (i) the Donor operator (who will lose the customer) imposes a porting fee on customers requesting portability; or
- (ii) the Recipient operator (who will gain the customer) pays the Donor operator the porting transaction costs, as suggested by BTC.

In respect of item (i), URCA draws attention to the arguments presented above [Section 4.3.4 in reply to BTC's proposal at Section 4.3.3(i)]. URCA is satisfied that those arguments are proven and reiterates that, in URCA's view, allowing the Donor operator to levy a porting fee on customers requesting portability would diminish the competitive and switching effects of NP services in The Bahamas. URCA's preliminary conclusion is supported by experience from other jurisdictions where the imposition of a porting fee on subscribers porting out has been considered a disincentive to porting and has been found to discourage take-up of the service. As such, URCA would not be in support of this option.

Regarding item (ii), URCA understands that regulators in a number of jurisdictions with market profiles that are either similar to or smaller than The Bahamas<sup>31</sup> have determined that the Recipient operator may pay the Donor operator a porting transaction fee.<sup>32</sup> The fee should represent the incremental costs directly associated to supporting the porting transaction and justified by the efficient operator's approach. This is justified in reference to the distribution of benefits principle. The standard argument is that because the Recipient operator receives the benefits (including associated revenues) of the subscriber porting out his number, it is only reasonable and appropriate that the Recipient operator bears the costs of an efficient porting process. In the markets investigated by URCA, this charge is usually applied on a reciprocal basis

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<sup>31</sup>Including the Channel Islands (population – 150,000), Isle of Man (population – 80,000), and Gibraltar (population – 30,000)

<sup>32</sup> Cost per porting has been imposed in other markets including Ghana, Kenya and Georgia.

(i.e., each operator pays the other operator the same amount of money for the same service) and subject to regulatory oversight.

In its study of cost recovery schemes elsewhere, URCA could not find a preponderance of evidence supporting CBL's claims that the imposition of transaction related costs (including a cost per porting) would impose an unnecessary administrative burden on operators, be impractical to implement and result in inefficiencies in billing cost. URCA also notes that CBL has not provided any evidential support for its position.

Another important consideration for regulators is whether to permit the Recipient operator to charge the customer for porting to its service. In common with URCA's previous statement, URCA's proposal would not permit the Recipient operator to charge customers for porting to its services. Any costs imposed on customers are likely to diminish demand and impact adversely on the competitive benefits of NP. Therefore, the Recipient operator must absorb all porting transaction costs as an expense.<sup>33</sup>

URCA has also been made to understand that in some jurisdictions where the volume of porting between operators in each direction is roughly the same, operators have ceased billing each other for their respective porting transaction costs. The reason for this would be, in URCA's view, that due to the principle of reciprocity, practicality and cost minimization, an operator is likely to be a recipient in equal proportion to being a donor, then charging between operators becomes balanced and there is no need for the levying of donor charges.

In coming to a preliminary view on this matter, URCA stresses that the relevant principles worthy of consideration are:

- reciprocity;
- cost minimization;
- distribution of benefits; and
- effective competition.

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<sup>33</sup>Licenses currently recover the costs of providing free emergency call services by their retail customers from their general revenues – see ECS 22/2010: “Obligations on Bahamas Telecommunications Company Ltd. Under s.116 (3) of the Communications Act, 2009: Draft Reference Access and Interconnection Offer (RAIO)” available at [www.urbahamas.bs](http://www.urbahamas.bs).

URCA has supplemented the application of those principles with the approach taken by regulators in comparable jurisdictions that have successfully implemented portability including the Channel Islands, Isle of Man and Gibraltar.

Having regard to the above economic principles and international evidence, URCA is satisfied that there is merit in the second option [item (ii)] presented above; that is, where the Donor operator incurs a legitimate cost in validating and completing a subscriber's request to port out his number, it would be reasonable for the Donor operator to recover the costs from the Recipient operator (but not from subscribers requesting portability). This eliminates the need for the Donor operator to levy a charge on customers requesting portability which could be considered anti-competitive as it could be seen to "lock-in" customers to a network and constitute a barrier to exit.

In common with best practice considerations, URCA proposes that the costs should reflect the directly attributable and incremental costs of an efficient porting transaction from the recipient operator.

URCA proposes in respect of the cost per porting to determine that:

- i) The Donor operator shall not charge the porting subscriber for requesting NP;
- ii) The Donor operator may charge the Recipient operator for successful porting transactions;
- iii) The Donor operator's charge must reflect relevant incremental costs directly related to an efficient porting process, and must be reciprocal (i.e., each operator pays the other operator the same amount of money for the same service)<sup>34</sup>;
- iv) The Donor operator's charge will be subject to URCA's review and final approval. In determining the level of charging, URCA will first seek to obtain relevant costing information from operators in The Bahamas to inform its decision on the matter.

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<sup>34</sup>URCA understands that this is the approach taken by regulators in Hong Kong, Jersey, Guernsey, Ireland and Malta.

However, absent relevant local information, URCA will make a determination based on charges in comparable markets where NP has been successfully implemented<sup>35</sup>.

- v) Going forward, URCA may review the charge if there is substantial evidence that a Bahamas-based rate would be more beneficial; and
- vi) URCA will not permit the Recipient operator to charge customers for porting to its services.

Within three (3) weeks of publication of this Preliminary Determination, both BTC and CBL are required to submit to URCA relevant costing information to inform URCA's review and decision on the cost per successful porting transaction. For the avoidance of doubt, the information submitted must reflect relevant incremental costs directly related to an efficient porting process, and must be reciprocal (i.e., each operator pays the other operator the same fee for the same donor porting service).

Each operator's cost submissions should comprehensively detail the individual/specific cost elements which make up the overall proposed donor porting charge and a justification of why each cost element should be recovered by a Donor operator as a result of porting-related activities.

In the absence of operator-specific information, URCA is prepared to consider other information including reasonable benchmarking from comparable jurisdictions. URCA will review the information to determine its reasonableness and to ensure relevant costing principles are complied with and the outcome is compatible with the statutory framework of the Comms Act. Without prejudice to the foregoing, URCA gives affected licensees notice that it may set fees based on charges in comparable markets where NP has been successfully implemented.

- **Additional Call Conveyance costs**

CBL believes additional call conveyance costs are negligible and should be waived. On the other hand, BTC believes such costs should be recovered from customers.

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<sup>35</sup>As part of this preliminary determination, URCA considers whether it would be feasible for operators to commercially negotiate the level of charging. URCA believes this would not result in the most efficient negotiation and may result in outcomes that are sub-optimal.

URCA understands that where the most efficient routing solution for a call to a ported number is not adopted then inefficient routing of calls to ported numbers will result in additional call conveyance costs. These additional costs may include additional switching and transmission costs and the costs of expanding the capacity of the network. ACQ is the most efficient porting process in the global market and is the solution to be implemented and operated in The Bahamas. The ACQ direct routing system can be expensive to set-up but once the system is in place and operating, the only additional activity required within the routing of traffic is for the operators to perform an automated look-up of the terminating number in their local copy of the routing database to determine the network and trunk to which the traffic is to be routed for termination. With an ACQ direct routing solution, all traffic originated and terminated nationally is directly routed to the correct terminating network and the corresponding incremental costs associated with the ACQ look-up and routing function can be considered to be either zero or negligible.

In the context of this Preliminary Determination, there are two traffic scenarios that may have a bearing on additional call conveyance costs, as follows:

*(i) National Traffic*

All licensed operators in The Bahamas are required to directly route all traffic originated and terminated in The Bahamas. However, based on the ACQ porting solution to be implemented and operated in The Bahamas, URCA considers there are no additional call conveyance costs associated with traffic that originates and terminates in The Bahamas. This is because all originated and terminated calls to ported and non-ported numbers are treated equally. BTC and CBL are both required to operate ACQ direct routing of national traffic to ported and non-ported numbers and thus there are no additional call conveyance costs associated with the routing of national calls to ported numbers.

*(ii) International Traffic*

URCA also considers that there is no additional call conveyance costs associated with traffic originated overseas and terminated in The Bahamas. This is because both BTC and CBL are already transiting or exchanging incoming international traffic based on an agreed commercial framework between BTC and CBL. Additionally, both operators will be using the same ACQ direct routing solution for transiting incoming international traffic to the correct terminating network as is applied to the routing of national traffic

to both ported and non-ported numbers. For these reasons, URCA considers that there should not be any need for additional call conveyance costs for traffic originated overseas and terminated in The Bahamas.

Based on the above arguments, URCA's preliminary view is that:

- there are no additional call conveyance costs associated with the routing of traffic originated and terminated (on ported numbers) in The Bahamas; and
- there are no additional call conveyance costs associated with the routing of incoming international traffic that terminates in The Bahamas on ported numbers.

## **4.4 The FNP Business Rules**

### **4.4.1 Development of the FNP Business Rules**

The Fixed Number Portability Ordering Process Specifications (the “FNP Business Rules”) address the rules and conditions which apply in respect of the order and provisioning process of NP for fixed subscribers in The Bahamas that either:

- a) Involve exchanges between the Operators via the central database; or,
- b) Involve actions by one Operator that have to be trusted by another Operator, for example the customer order validation process.

The NPWG conducted detailed deliberations on the appropriate provisions to be contained in FNP Business Rules for The Bahamas and a substantially agreed version was produced and circulated to members of the NPWG on 16<sup>th</sup> July, 2013.

The agreed FNP Business Rules have been discussed with the NPWG, reviewed and amended by URCA as appropriate; URCA proposes in this preliminary determination to adopt them in the form set out in Annex C. URCA also proposes to determine that all licensees subject to a fixed NP requirement are required to fully comply with the FNP Business Rules in respect of all fixed NP transactions.

### **4.4.2 Penalties for Failure to Comply with FNP Business Rules**

URCA considers it an imperative that the consumer’s NP experience meets the expected standards established in the FNP Business Rules for time to port numbers, the notification and information requirements, and consistency with regard to reason for rejection of ports by the

Donor operator, among others. Therefore, URCA considers breaches of the FNP Business Rules are likely to be highly prejudicial to the successful implementation and operation of Fixed NP in The Bahamas.

For the above reasons, URCA has considered the implementation of a system of fixed penalties for breaches of key provisions of the FNP Business Rules. However, URCA is of the view that, in the absence of a more concrete justification such as repeated breaches by licensees, the provisions in Part XI of the Communications Act would not support the establishment of a fixed penalty regime at this time.

Accordingly, URCA has decided not to implement a fixed penalty regime at this time, but instead will closely monitor the performance and compliance by licensees with the FNP Business Rules and will swiftly and comprehensively address all breaches of those rules. The NP Service Provider will provide URCA with periodic reports which will ensure that URCA has comprehensive information regarding breaches, and URCA will issue determinations, interim orders and/or orders to appropriately address all breaches of the rules.

#### **4.5 NP Public Awareness**

As noted above, URCA worked jointly with the NPWG to develop a public awareness programme to ensure subscriber confidence that use of NP will not disrupt their connectivity and to build awareness of the benefits of NP. This awareness should drive high usage of porting and ensures that the competitive benefits of NP are maximised.

Based on the plan developed (and discussed at Section 3.2.6 above), URCA proposes to determine that licensees are restricted:

- (i) from carrying out marketing relating to NP and
- (ii) must limit any comments to affirmation of URCA's messages and the public awareness plan itself

for the period from URCA's announcement of fixed NP (17<sup>th</sup> June, 2013) until such time as URCA directs licensees in writing of the lifting of those restriction, currently anticipated to occur concurrently with the commencement of end-to-end testing.

Following the lifting of the above restrictions, licensees would be free to conduct their independent marketing campaigns relating to fixed NP; however licensees shall ensure that



their marketing is consistent with the Public Awareness Guidance developed by URCA and attached hereto as Annex E.

## 5 Preliminary Determination

This is a Preliminary Determination issued by the Utilities Regulation and Competition Authority (“URCA”) pursuant to section 99 of the Communications Act, 2009:

WHEREAS section 80 of the Communications Act, 2009 provides:

- “(1) URCA shall issue a consultation and make a determination on number portability.*
- (2) Licensees shall provide, to the extent technically feasible, operator to operator number portability when required to do so in accordance with the requirements prescribed by URCA so that subscribers who have been allocated a telephone number or telephone numbers may retain that number or those numbers when switching to the carriage services of an alternative licensee ...”; and,*

WHEREAS on 15<sup>th</sup> April 2011, URCA issued a consultation on Number Portability by way of its consultation document “Number Portability for The Bahamas” – ECS 08/2011, received submissions from interested persons, and responded to those submission by way of its “Number Portability for The Bahamas – Statement of Results” – ECS 20/2011 issued on 16<sup>th</sup> November 2011; and,

WHEREAS pursuant to the consultation on Number Portability on 8<sup>th</sup> December 2011, URCA appointed a joint regulator/industry working group, the Number Portability Working Group (the NPWG) to consider and make recommendations to URCA on various matters pertaining to the implementation of Number Portability in The Bahamas;

WHEREAS on 3<sup>rd</sup> August 2012, having received recommendations from the NPWG on 30<sup>th</sup> April 2012, URCA issued a Final Determination on the Implementation of Number Portability in The Bahamas Pursuant to section 80 of the Communications Act, 2009 (the “First FNP Determination”), appended hereto as ANNEX A – First FNP Determination;

WHEREAS the NPWG conducted further deliberations on various matters relating to fixed Number Portability implementation and reached agreement on various matters, and URCA has considered those deliberations, matters and the accommodations reached; and

WHEREAS BTC and CBL made representations to URCA on certain matters relating to the allocation and recovery of the costs of fixed Number Portability in The Bahamas, and URCA having considered and had due regard to those representations.

NOW URCA, having issued a consultation on Number Portability and duly considered all comments received from interested persons pursuant to that consultation, and having reviewed and considered further recommendations made and deliberations taken by the NPWG, and representations made by BTC and CBL, makes the following Determination pursuant to section 80 of the Communications Act, 2009 and in accordance with section 99 of the Communications Act, 2009:

**1. Readiness and Launch Date for Fixed Number Portability**

Every licensee providing fixed voice services to the public in The Bahamas shall, from 3<sup>rd</sup> September 2013, ensure that customers of fixed voice service have access to Number Portability for fixed voice services ("Fixed NP") on any island within The Bahamas where fixed voice services are available from more than one licensee. Every such licensee must ensure that it has installed and tested the required systems and processes for the implementation of Fixed NP by no later than 31<sup>st</sup> August 2013.

**2. Inter-Island Porting**

Fixed NP shall be implemented to allow subscribers to move their telephone number from one licensee to another licensee within the same island only.

**3. Porting**

Unless licensees are otherwise expressly advised by URCA, any subscriber assigned a telephone number within a Central Office Code allocated by URCA for a Fixed Voice Service (whether on a geographic or non-geographic basis) shall be eligible to be ported, and every licensee shall provide the facility for porting those numbers. URCA shall establish and maintain on its website a schedule identifying all NXX Codes which are subject to porting, and those which are exempted.

**4. Licensee Obligations for Fixed NP Implementation**

Every licensee providing fixed voice services in The Bahamas shall use its best efforts to undertake and complete all tasks required to implement Fixed NP in The Bahamas in accordance with the timeframes set out in paragraph 1 of this Preliminary

Determination (“Readiness and Launch Date for Fixed Number Portability”), including but not limited to the following:

*a. Establishment of the Number Portability Administration Service*

Every licensee required to implement and provide Fixed NP shall ensure the timely establishment of the NP Administration Service and integration of the NP Administration Service with their networks and the implementation of the FNP Business Rules; in accordance with the NPAS Agreement; and, as directed by URCA from time to time.

*b. Network Connectivity and Processes*

Each licensee required to provide Fixed NP shall:

- i. Establish and maintain robust and diverse connectivity with the NP Service Provider servers;
- ii. Implement “Loop Back” protection into their core networks;
- iii. Establish processes for weekly checking and maintaining synchronisation of their local routing infrastructure and databases with the databases maintained by the NP Service Provider; and,
- iv. Provide onward routing of international incoming traffic to the correct terminating network on a non-discriminatory basis.

*c. Testing*

Each licensee required to provide Fixed NP shall carefully plan, rigorously execute and collaborate with other stakeholders, in accordance with the testing schedule established by URCA and appended hereto at ANNEX D – FNP Testing Schedule, and otherwise as directed by URCA having regard to the timeframes for Fixed NP implementation set out in Paragraph 1 above:

- i. Inter-operator testing readiness collaboration;
- ii. Acceptance testing for the NP Administration Service;
- iii. Internal and inter-operator porting testing;
- iv. Internal and inter-operator routing testing;
- v. Testing of All Call Query (ACQ) live traffic migration to ensure seamless traffic migration with minimal disruption to normal traffic and service delivery; and
- vi. Inter-operator testing of the End-to-End NP process.

## **5. NP Service Provider Licence**

Pursuant to the terms of the First FNP Determination appended hereto as ANNEX A – First FNP Determination, every licensee required to provide Fixed NP is required to use the services of the NP Service Provider licensed by URCA for the implementation of Fixed NP. An Individual Operating Licence in the form set out in ANNEX B – NP Service Provider Individual Operating Licence hereto shall be granted to the NP Service Provider.

## **6. Cost Allocation and Recovery**

### **a. Internal Set-up Costs:**

Every licensee required to provide Fixed NP shall bear its own internal set-up costs which costs shall not be recovered from customers that port out.

### **b. Common Industry System Costs:**

- i. Upon implementation of Fixed NP, the NP Service Provider fees shall be equally apportioned across all licensees required to provide Fixed NP to their customers.
- ii. Following Fixed NP launch, where additional licensees are required to provide NP to customers (fixed or mobile) the NP Service Provider fees will be shared among all licensees offering and/or required to offer NP on their networks at any time, in equal portions.

### **c. Other NP Related Costs – Per Port Costs:**

- i. Neither Donor nor Recipient operator shall be permitted to charge a porting subscriber for the use of Number Portability.
- ii. The Donor operator may charge the Recipient operator for successful porting transactions.
- iii. The Donor charge must reflect relevant incremental costs directly related to an efficient porting process, and must be reciprocal (i.e., each operator pays the other operator the same amount of money for the same service).
- iv. The Donor operator's charge will be subject to URCA's review and final approval. In determining the level of charging, URCA will first seek to obtain relevant costing information from operators in The Bahamas to inform its decision on the matter. However, in the absence of relevant local information, URCA will make a determination based on charges in comparable markets where Number Portability has been successfully implemented.

Within three (3) weeks of publication of this Preliminary Determination, every licensee required to provide Fixed NP shall submit to URCA relevant costing information to inform URCA's review and decision on the cost per successful porting transaction. For the avoidance of doubt, the information submitted must reflect relevant incremental costs directly related to an efficient porting process, and the proposed charges must be reciprocal (i.e., each operator pays the other operator the same fee for the same Donor porting service).

Each operator's cost submissions should comprehensively detail the individual/specific cost elements which make up the overall proposed donor porting charge and a justification of why each cost element should be recovered by a Donor operator as a result of porting related activities.

In the absence of operator-specific information, URCA shall consider other information including reasonable benchmarks from comparable jurisdictions. URCA shall review the information submitted to determine its reasonableness, ensure relevant costing principles are complied with and the outcome is compatible with the statutory framework of the Communications Act, 2009. Without prejudice to the foregoing, URCA gives affected licensees notice that it may set fees based on charges in comparable markets where number portability has been successfully implemented.

d. Other NP Related Costs – Additional Call Conveyance Costs:

There shall not be any additional call conveyance costs associated with:

- i. the routing of traffic originated and terminated (on ported numbers) in The Bahamas; and
- i) the routing of incoming international traffic that terminates in The Bahamas on ported numbers.

**7. FNP Business Rules**

Every licensee required to provide Fixed NP shall fully comply with the FNP Business Rules appended as ANNEX C – FNP Business Rules hereto in respect of all Fixed NP transactions.

**8. Public Awareness**

- a. During the period commencing with URCA's public announcement of Fixed NP (17<sup>th</sup> June, 2013) until such time as URCA directs licensees otherwise in writing,

no licensee required to provide Fixed NP shall conduct any marketing or publicity relating to Fixed NP, or make any public comments relating to Fixed NP beyond the simple restatement of URCA's public awareness messages.

- b. A licensee shall ensure that its marketing and any publicity issued by or on behalf of the licensee is consistent in all material aspects with the Public Awareness Guidance developed by URCA and attached as ANNEX E – Public Awareness Guidance hereto.

This Preliminary Determination shall take effect in addition to the First FNP Determination appended hereto as ANNEX A – First FNP Determination the provisions of which shall remain in effect *mutatis mutandis*.

In connection with this Preliminary Determination, URCA also intends to issue the attached draft Order.

Persons interested in the matters above are invited to make representations to URCA in writing, which must be received no later than August 29, 2013. Representations should be submitted to:

The Director of Policy and Regulation,  
URCA,  
UBS Annex Building,  
East Bay Street,  
P.O. Box N-4860 Nassau,  
Bahamas

Email: [info@urcabahamas.bs](mailto:info@urcabahamas.bs)

Fax: 242.393.0237

URCA will consider and deliberate on any representations received, before making its final Determination.

**Utilities Regulation and Competition Authority**

**[July 30, 2013]**

## 6 Draft Order

This Order is issued by the Utilities Regulation and Competition Authority (“URCA”) pursuant to section 95 of the Communications Act, 2009 (Comms Act) in conjunction with URCA’s Determination on the Implementation of Fixed Number Portability in The Bahamas.

**WHEREAS** by Final Determination made on XX XXXX 2013 (the Second FNP Determination), URCA has made certain determinations providing various regulatory decisions and principles in respect of the implementation of Fixed Number Portability in The Bahamas pursuant to section 80 of the Communications Act and in accordance with Section 95 of the Comms Act; and

**HAVING REGARD** to the representations made by Licensees and other interested persons in respect of URCA’s Preliminary Determination and Draft Order issued on July 30, 2013, URCA now issues this Order to the Bahamas Telecommunications Company Limited (BTC) and Cable Bahamas Limited (CBL) in respect of matters pertaining to the implementation of Fixed Number Portability;

**IT IS HEREBY ORDERED** that:

### **1. Readiness and Launch Date for Fixed Number Portability**

Each of BTC and CBL shall, from 3<sup>rd</sup> September, 2013, ensure that the customers of fixed voice service have access to Number Portability for fixed voice services (“Fixed NP”) on any island within The Bahamas where fixed voice services are available from more than one licensee. Each of BTC and CBL must ensure that it has installed and tested the required systems and processes for the implementation of Fixed NP by no later than 31<sup>st</sup> August, 2013.

### **2. Licensee Obligations for Fixed NP Implementation**

Each of BTC and CBL shall use its best efforts to undertake and complete all tasks required to implement Fixed NP in The Bahamas in accordance with the timeframes set out in paragraph 1 of this Order (“Readiness and Launch Date for Fixed Number Portability”), including but not limited to the following:



*a. Establishment of the Number Portability Administration Service*

Ensure the timely establishment of the NP Administration Service and integration of the NP Administration Service with their networks and the implementation of the FNP Business Rules; in accordance with the NPAS Agreement; and, as directed by URCA from time to time.

*b. Network Connectivity and Processes*

Establish and maintain robust and diverse connectivity with the NP Service Provider servers, including without limitation;

- i. Implement “Loop Back” protection into their core networks;
- ii. Establish processes for weekly checking and maintaining synchronisation of their local routing infrastructure and databases with the databases maintained by the NP Service Provider; and,
- iii. Provide onward routing of international incoming traffic to the correct terminating network on a non-discriminatory basis.

*c. Testing*

Carefully plan, rigorously execute and collaborate with each other, the NP Service Provider and URCA, in accordance with the testing schedule established by URCA and appended at ANNEX D – FNP Testing Schedule to the Second FNP Determination, and otherwise as directed by URCA having regard to the timeframes for Fixed NP implementation set out in paragraph 1 of this Order:

- i. Inter-operator testing readiness collaboration;
- ii. Acceptance testing for the NP Administration Service;
- iii. Internal and inter-operator porting testing;
- iv. Internal and inter-operator routing testing;
- v. Testing of All Call Query (ACQ) live traffic migration to ensure seamless traffic migration with minimal disruption to normal traffic and service delivery; and
- vi. Inter-operator testing of the End-to-End NP process.

**3. NP Service Provider Licence**

BTC and CBL shall use the services of the NP Service Provider licensed by URCA for the implementation of Fixed NP.

#### **4. FNP Business Rules**

BTC and CBL shall fully comply with the FNP Business Rules appended as ANNEX C – FNP Business Rules to the Second FNP Determination in respect of all Fixed NP transactions.

#### **5. Public Awareness**

- a. During the period commencing with URCA's public announcement of Fixed NP (10<sup>th</sup> June, 2013) until such time as URCA directs otherwise in writing, neither BTC nor CBL shall conduct any marketing or publicity relating to Fixed NP, or make any public comments relating to Fixed NP beyond the simple restatement of URCA's public awareness messages.
- b. BTC and CBL shall each ensure that its marketing and any publicity issued by or on behalf of the licensee is consistent in all material aspects with the Public Awareness Guidance developed by URCA and attached as ANNEX E – Public Awareness Guidance to the Second FNP Determination.

**Failure by any Licensee to comply with this Order or any part thereof may result in a fine not exceeding ten percent of the Licensee's relevant turnover or any other penalty determined by URCA in accordance with section 109 of the Comms Act.**

---

Kathleen Riviere-Smith  
**Chief Executive Officer**

# **ANNEX A**

## **First FNP Determination**

**FINAL DETERMINATION ON THE  
IMPLEMENTATION OF NUMBER  
PORTABILITY IN THE BAHAMAS PURSUANT  
TO SECTIONS 80 AND 100 OF THE  
COMMUNICATIONS ACT 2009**

**ECS 21/2012**

**Issue Date: 3 August 2012**

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# **1 Introduction**

This document comprises a Final Determination providing for the implementation of Number Portability in The Bahamas, issued pursuant to section 99 of the Communications Act, 2009 (Comms Act) and in relation to the requirements of section 80 of the Comms Act.

## **1.1 Issuance of Preliminary Determination**

Consistent with the procedure set out in section 100 of the Comms Act, interested parties are advised as follows:

1. On 30 May 2012, URCA issued a Preliminary Determination on the Implementation of Number Portability in The Bahamas, ECS 15/2012 (the “Preliminary Determination”).
2. Comments and representations on the Preliminary Determination were due on or before 2 July 2012 and by that date URCA had received written comments from Bahamas Telecommunications Company Limited (BTC), only.
3. Now, having considered the comments received and in accordance with section 100 of the Comms Act, URCA herein issues its Final Determination.

## **1.2 Structure of this Document**

The remainder of this document is structured as follows:

- Section 2 – Background: providing an overview of the context, legislative provisions, and processes within which URCA makes this Determination;
- Section 3 – Final Determination: URCA’s Final Determination, making provisions for the implementation of Number Portability in The Bahamas

- Section 4 – Annex to the Final Determination: containing URCA’s response to representations and any further reasoning behind the determination in accordance with section 100(5) of the Comms Act.

## 2 Background

### 2.1 Legislative Mandate for Number Portability

*“Number Portability”* is defined by the Comms Act as *“a facility whereby subscribers who so request can subject to the numbering plan retain their telephone number on a public network, independently of the licensee providing the service at the network termination point of a subscriber”*<sup>1</sup>. Number Portability (NP) therefore enables a person to keep their telephone numbers when switching providers, and is often seen as a key enabler of robust competition in that it removes one of the barriers which customers perceive to switching their provider of telephone services, that is, the need to change their telephone number.

Section 80 of the Comms Act requires URCA to issue a consultation and make a determination on NP, and further mandates that licensees shall provide to the extent technically feasible, operator-to-operator number portability when required to do so in accordance with the requirements prescribed by URCA.

URCA’s power and process for making determinations is contained in sections 99 through 102 of the Comms Act, and require that URCA first issue and consult on a preliminary determination, allowing at least one (1) month for the submission of representations by interested persons, and thereafter, having taken into account any representations made, URCA may issue its final determination. URCA’s final determination may also, where appropriate, be accompanied by an Order (issued under and in accordance with sections 95 through 98 of the Comms Act).

---

<sup>1</sup> Section 2, Communications Act, 2009



## 2.2 URCA's Consultation on Number Portability

On 15 April 2011, URCA issued a consultation document entitled "*Number Portability for The Bahamas*" (ECS 8/2011)<sup>2</sup> inviting comments from interested persons on the issues pertaining to the introduction of number portability in The Bahamas. Pursuant to and having considered the comments received in response to the consultation document, on 16 November 2011 URCA issued its Statement of Results for the consultation on number portability (ECS 20/2011)<sup>3</sup>.

In the Statement of Results, URCA noted the general support for the implementation of NP in The Bahamas, though there were differences regarding the details of implementation. URCA reiterated its view that NP will bring certain benefits to the electronic communications sector in The Bahamas, and that those benefits are essential to the development of competition. URCA noted, however, that in implementing NP in The Bahamas URCA must have due regard to the costs and implications of NP and must ensure that NP is implemented in a manner which will not impose a disproportionate burden on relevant providers.

URCA therefore, indicated in the Statement of Results the following:

- URCA shall mandate that NP be implemented on fixed networks in The Bahamas as soon as economically and technically feasible, having regard to all the relevant circumstances.
- URCA shall mandate that NP for mobile communications<sup>4</sup> be implemented and operational in time for the introduction of competition in mobile communications in The Bahamas. Accordingly, the solution implemented for fixed NP must be technically compatible, adequately robust and scalable to allow it to also be implemented for mobile NP.

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<sup>2</sup> <http://www.urcabahamas.bs/publications.php?cmd=view&id=74&pre=y>

<sup>3</sup> <http://www.urcabahamas.bs/publications.php?cmd=view&id=98&pre=y>

<sup>4</sup> For the purposes of this document, the term "mobile" has the same meaning afforded to the term "cellular" in section 114 of the Communications Act, 2009 as amended by the Communications (Amendment) Act, 2011.

- URCA would appoint a joint regulator/industry working group, the Number Portability Working Group (NPWG), to consider issues relating to the implementation of NP in The Bahamas. The NPWG would have as its initial deliverable the review of all material information and the recommendation to URCA of an appropriate solution or appropriate solutions to achieve the above objectives, as well as the appropriate timeframes and work plans that should be undertaken, following which URCA will make a determination on the detailed way forward for service provider NP in The Bahamas.

### **2.3 Appointment and Recommendations of the Number Portability Working Group**

Consistent with the Statement of Results, URCA appointed the NPWG comprising four persons from URCA (one of whom was appointed as its chairperson), and two representatives of each licensee which has been granted telephone numbers by URCA (namely Bahamas Telecommunications Company Limited (BTC), Cable Bahamas Limited (CBL) (including its affiliates), and IP Services International Limited (IPSI)). The Terms of Reference of the NPWG are set out in Annex A of the Preliminary Determination.

On 30 April 2012, the NPWG presented to URCA its recommendations in accordance with the above deliverable. The NPWG's recommendations, including the rationale for each, are summarised and included as Annex B to the Preliminary Determination.

### **2.4 Issuance of the Preliminary Determination**

Consistent with the Statement of Results on Number Portability (ECS 20/2011) and the Terms of Reference of the NPWG, URCA issued the Preliminary Determination having had regard to the recommendations of the NPWG.

### **3 Final Determination on the Implementation of Number Portability in The Bahamas**

This is a Final Determination issued pursuant to section 99 of the Communications Act, 2009:

WHEREAS:

1. Section 80 of the Communications Act, 2009 provides:
  - “(1) URCA shall issue a consultation and make a determination on number portability.*
  - “(2) Licensees shall provide, to the extent technically feasible, operator to operator number portability when required to do so in accordance with the requirements prescribed by URCA so that subscribers who have been allocated a telephone number or telephone numbers may retain that number or those numbers when switching to the carriage services of an alternative licensee ...”.*
2. On 15 April 2011 URCA issued a consultation on number portability by way of its consultation document “Number Portability for The Bahamas” – ECS 08/2011, received submissions from interested persons, and responded to those submission by way of its “Number Portability for The Bahamas – Statement of Results” – ECS 20/2011 issued on 16 November 2011.
3. Pursuant to the consultation on number portability, on 8 December 2011 URCA appointed a joint regulator/industry working group, the Number Portability Working Group (the NPWG) to consider and make recommendations to URCA on various matters pertaining to the implementation of number portability in The Bahamas.
4. On 30 April 2012, the NPWG having deliberated on the matters referred to it by URCA, submitted to URCA its recommendations on the network solution, database solution and work plan for the implementation of number portability in The Bahamas (the “Recommendations”).

5. URCA, being of the view that the Recommendations would represent the most efficient, transparent, fair and non-discriminatory way to implement Number Portability in The Bahamas, having regard to all the relevant circumstances, decided for the reasons stated in its Preliminary Determination on the Implementation of Number Portability in The Bahamas pursuant to Section 80 of the Communications Act, 2009, ECS 15/2012 (the "Preliminary Determination") that it would adopt those Recommendations with appropriate amendments.
6. In exercise of its powers and responsibilities under sections 11, 13, 80 and 100 of the Communications Act, during the period from 30 May 2012 to 2 August 2012, URCA allowed persons with an interest in this matter including Licensees, stakeholders and the general public in The Bahamas a reasonable opportunity to comment on proposed regulatory measures for the implementation of number portability in The Bahamas.
7. URCA received written representations on the Preliminary Determination from Bahamas Telecommunications Company Limited (BTC) only.
8. URCA having reviewed the matter and considered the written representations made by BTC, also provides in an annexure hereto its Reasons for the Final Determination pursuant to section 100(5)(c) of the Communications Act including URCA's responses to the written representations received from BTC on matters contained in the Preliminary Determination.

NOW URCA THEREFORE, having issued a consultation on number portability and taken into account comments received from interested persons pursuant to that consultation in accordance with section 80 of the Communications Act, 2009, and having reviewed and considered the recommendations made by the NPWG, and having reviewed and considered all representations made by interested persons, HEREBY FINALLY DETERMINES AS FOLLOWS:

1. Number portability shall be implemented in The Bahamas:
  - a. to enable customers switching fixed voice services from one licensee to another to keep their fixed telephone numbers; and,
  - b. to enable customers switching their cellular voice service from one licensee to another to retain their cellular telephone number.

2. Number portability shall not be available to enable customers to move their fixed number to a cellular service, or vice versa.
3. Number portability shall be implemented for fixed numbers as soon as technically and economically possible, and for cellular numbers from the date of commencement of competition in the cellular voice market.
4. Licensees providing fixed voice services in The Bahamas shall use all reasonable endeavours to comply with and achieve the timeframes set out in the work plan submitted by the NPWG to URCA in the Recommendations, so as to implement number portability for fixed telephone numbers as soon as technically and economically feasible. URCA shall monitor the progress toward the implementation of number portability and shall in a subsequent determination establish the date by which all licensees providing fixed voice services in The Bahamas shall commence providing number portability to their customers.
5. Effective from the date on which any person other than the Bahamas Telecommunications Company Limited, having been duly authorised to do so pursuant to the Communications Act, 2009, commences to provide cellular service in The Bahamas, any licensee providing cellular voice service in The Bahamas shall be required to provide number portability for cellular telephone numbers.
6. Every licensee required to provide number portability in The Bahamas shall do so through the implementation of All Call Query (ACQ) routing for voice calls and other forms of routed traffic in The Bahamas as determined by URCA. The routing solution shall be supported by a centralised number portability database and clearinghouse function (the "NP Administration Service") provided by a third party service provider (the "NP Service Provider") selected by URCA through an open competitive selection process, with the advice and assistance of the NPWG.
7. The NP Service Provider, as a provider of a carriage service (by virtue of the NP Administration Service being "ancillary services to the conveyance of signals" as described in the definition of "carriage service" set out in section 2 of the Communications Act 2009) shall require an Individual Operating Licence (IOL) from URCA, which shall be granted on terms and conditions to be determined by URCA having regard to the recommendations of the NPWG. The NP Service

Provider shall not, however, be authorised to provide any carriage service other than the NP Administration Service, or operate any network in The Bahamas whether alone or as part of an undertaking.

8. All licensees required to provide number portability shall use the NP Administration Service provided by the NP Service Provider, at rates which shall be set by URCA having regard to the advice and recommendation of the NPWG and negotiations with the NP Service Provider.
9. The NP Service Provider shall be required to provide the NP Administration Service at the established prices on a fair and non-discriminatory basis to all licensees providing voice services in The Bahamas.

URCA has not issued any Order concurrently with this Determination.

Dated the 3<sup>rd</sup> day of August 2012.

**Kathleen Riviere-Smith**  
**Chief Executive Officer**

## **4 Annex to the Final Determination – Response to Representations and Objections**

### **4.1 Bahamas Telecommunications Company Limited (BTC)**

During the period for responses set out in the Preliminary Determination (ECS 15/2012), URCA received representations from Bahamas Telecommunications Company Limited (BTC) only. URCA's responses to those representations are as follows, adopting the headings used by BTC:

#### **4.1.1 Executive Summary and Introduction**

##### BTC's Comments

BTC stated that it welcomes the methodical approach of the Preliminary Determination as part of the Number Portability (NP) implementation procedure, which BTC notes will ensure "proportionality, objectivity and transparency as well as fair play to all participants and affected parties".

BTC restated the general principle set out by URCA in the Statement of Results on NP (ECS 20/2011) in which URCA stated that it would implement NP on fixed networks as soon as economically and technically feasible, whilst having regard to all of the relevant circumstances.

BTC also noted the progress made since the establishment of the NPWG, and stated that the making of recommendations to URCA by the NPWG consistent with the established process, is indicative of the commitment of all parties to the process.

BTC notes that the NPWG Phase 1 Recommendations were not included as Annex B to the Preliminary Determination, as referenced at paragraph 2.4. BTC also queried the term "NP Licensees" as used in the Preliminary Determination, beginning at page 6.

##### URCA's Responses and Decisions

URCA notes BTC's comments on and support for the process adopted by URCA, and reiterates the principles outlined in URCA's Statement of Results on Number Portability mentioned in Section 4.1 above.

URCA apologises for the oversight in not including Annex B to the Preliminary Determination (the NPWG Phase 1 recommendations). URCA notes that BTC as a member of the NPWG is

already in possession of the recommendations and would have thus informed its responses. URCA has also now posted those recommendations to its website<sup>5</sup>.

URCA advises that the term “NP Licensees” is used in the NPWG Phase 1 Recommendations and it clarifies that the term is intended, as surmised by BTC, to refer to any licensee who provides fixed or mobile voice services. BTC will note that the term is not used in the Preliminary or Final Determination itself.

#### **4.1.2 Recommendations thus far**

##### BTC’s Comments

BTC noted its support as a member of the NPWG for the recommendations made, in particular:

- All Call Query (ACQ) with a centralised database for both fixed and mobile NP which BTC felt was most efficient and popular despite the higher costs and complexity;
- The engagement of a third party NP Service Provider to provide the clearinghouse and database solution, if possible using a locally hosted solution provided that the costs of the service are not materially increased to the NP Licensees.
- The issuance of an Individual Operating Licence to the NP Service Provider with appropriate reporting requirements to URCA and the NP Licensees.

BTC also noted the issuance by URCA of a Request for Proposals for the NP Administration Service Provider, and the proposed completion date of 1 November 2012 for selection of the successful partner.

##### URCA’s Responses and Decisions

URCA notes BTC’s support for the proposals by URCA, which are based on the recommendations of the NPWG, of which BTC is a member.

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<sup>5</sup> <http://www.urbahamas.bs/publications.php?cmd=view&id=134>



### **4.1.3 Outstanding Decisions**

#### BTC's Comments

BTC noted that the NPWG would in future submit recommendations on several other items deferred in URCA's initial consultation on NP. BTC highlighted its position as set out in its initial consultation response (dated 2 July 2012) on certain of those items, in particular:

- Principles for cost recovery, in which BTC disagreed with the use of the principles of reciprocity, effective competition, practicability and distribution of benefits.
- The proposals for winback which would restrict winback contact for two years following the launch of NP.

BTC urged URCA to be flexible regarding proposals and positions taken in relation of the anticipated issues to be determined.

#### URCA's Responses and Decisions

URCA notes BTC's comments regarding specific items to be determined by URCA in future having regard to the advice of the NPWG, including BTC's reservations on certain of those issues. URCA assures BTC that it will be given reasonable opportunity to contribute on these matters as a member of the NPWG, and also in public consultations as appropriate prior to any determinations being made.

### **4.1.4 Mobile Number Portability**

#### BTC's Comments

BTC requested additional clarity on the precise timing for the implementation of Mobile NP, noting that slightly different phrases had been used within the Consultation Document. BTC argued that the appropriate timing for the launch of mobile NP would be the commencement of service by a second cellular services provider.

#### URCA's Response and Decisions

URCA agrees with BTC that the appropriate timing for mobile NP would be the commencement of service by a second cellular services provider. URCA considers that any earlier launch of NP would be ineffective as there would be no alternative network to which a user could port his or

her number. BTC would note that the wording used in the Preliminary Determination itself, and in the Final Determination, is consistent with this position.

# **ANNEX B**

## **NP Service Provider Individual Operating Licence**

**[Licensee]**

**[Street Address]**

**[P. O. Box Number]**

**Nassau, Bahamas**

**INDIVIDUAL OPERATING LICENCE (NUMBER  
PORTABILITY)**

**Issued by the UTILITIES REGULATION AND COMPETITION AUTHORITY  
pursuant to Section 19(2) OF THE COMMUNICATIONS ACT, 2009**

**[Commencement Date]**

**[ECS XX/2013]**

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## **PART A – GENERAL CONDITIONS**

### **1 DEFINITIONS AND INTERPRETATIONS**

1.1 In this Licence, except in so far as the context otherwise requires:

|                             |   |
|-----------------------------|---|
| <b>“The Act”</b>            | means the Communications Act, 2009, as amended from time to time;   |
| <b>“Auditor”</b>            | means the Licensee’s auditor for the time being appointed for the purpose and in accordance with the provisions of the Companies Act, Chapter 308;  |
| <b>“Business Rules”</b>     | means the rules set out to manage the processes for porting numbers between service providers licensed by the Utilities Regulation and Competition Authority to provide voice service in The Bahamas;   |
| <b>“Companies Act”</b>      | means the Companies Act, Chapter 308;   |
| <b>“Commencement Date”</b>  | means the date on which this Licence enters into force;   |
| <b>“Communications Act”</b> | means the Communications Act, Ch. ?? as amended from time to time;  |
| <b>“Customer”</b>           | means the persons or entities to whom the Number Portability Administrator renders its services to including but not limited to electronic communications service providers and other undertakings licensed by the Utilities Regulation and Competition Authority;  |
| <b>“Disaster Recovery”</b>  | means the approach the Number Portability Administrator will take in the case that its normal Number Portability Administration Service infrastructure is damaged to such an extent that it would not be possible to re-start operations to provide a service within a time period that was acceptable to Utilities Regulation and Competition Authority; |
| <b>“Donor Operator”</b>     | means the Service Provider providing electronic communications services to the Subscriber before porting;   |
| <b>“Emergency”</b>          | means an emergency of any kind, including any circumstances whatever resulting from major accidents, natural disasters and incidents involving toxic or radio-active materials;   |

|                                    |  |
|------------------------------------|--|
| <b>“Emergency Services”</b>        | in respect of any locality means the relevant public, police, fire and ambulance services for that locality;   |
| <b>“Financial Year”</b>            | means the Financial Year of URCA as defined in the URCA Act;   |
| <b>“Government”</b>                | means the Government of The Bahamas;   |
| <b>“Licensed Services”</b>         | means the specified services offered by the Licensee pursuant to the grant of this Licence;  |
| <b>“Licensee”</b>                  | means the Number Portability Administrator and where the context so admits, its Technical Partner(s) for the purposes of establishing, implementing and administering the Number Portability Systems in The Bahamas;   |
| <b>“Minister”</b>                  | means the Minister charged with the responsibility for the electronic communications sector;   |
| <b>“NP”</b>                        | means Number Portability;  |
| <b>“NP Administration Service”</b> | means the Number Portability Administration Service to be provided by the Licensee, comprising the NP Clearinghouse and the NP Database;   |
| <b>“NP Agreement”</b>              | means the agreement entered into between the Licensee and the Service Providers setting out the detailed terms and conditions relating to the provision of the NP Administration Service;  |
| <b>“NP Database”</b>               | means the database maintained by the Licensee, holding the details of all ported numbers, along with the complete history of all transactions relating to the porting of such numbers;   |
| <b>“NP Clearinghouse”</b>          | means the centralized clearinghouse established to implement and operate Number Portability in The Bahamas;  |
| <b>“NP Framework”</b>              | means collectively the Statement of Results following the consultation on Number Portability for The Bahamas as published by URCA on November 16, 2011 – ECS 20/2011, the Final Determination on Number Portability as published by URCA on August 3, 2012 – ECS 21/2012 and any other regulatory measures pertaining to NP which may be issued by URCA from time to time; |
| <b>“NP System”</b>                 | means all the necessary equipment/ sub-systems engineered to provide the   |



Licensed Services in accordance with operational/technical and quality requirements and other terms and conditions of this Licence;

- “Quality of Service”** means the quality of service as evaluated on the basis of observable measure on the grade of service rendered;
- “RFP”** means the Request for Proposals issued by the Utilities Regulation and Competition Authority on May 30, 2012, inviting proposals to provide a Number Portability Administration Service for The Bahamas.
- “Recipient Operator”** means the Service Provider that will provide electronic communications services to the Subscriber after porting;
- “Reference Database”** means the database of information containing a record of (at least) all ported numbers in The Bahamas and the Service Providers’ networks on which they reside at a particular moment in time, which information shall be used by individual Service Providers to route calls to Recipient Operators;
- “Regulations”** means any regulation relating to the provision of electronic communications services issued by the Utilities Regulation and Competition Authority URCA under the Communications Act, 2009 or any other competent authority and having legislative effect;
- “Service Provider”** means any person granted a licence by the Utilities Regulation and Competition Authority to provide electronic communications services, specifically voice services, in The Bahamas;
- “Subscriber”** means a real or legal person having acquired electronic communications services through a subscription medium;
- “Technical Partners”** means the technical partners of the Licensee for the establishment, implementation and administration of the Number Portability System in The Bahamas as notified from time to time to URCA in accordance with this Licence;
- “UAT Act”** means the Utilities Appeals Tribunal Act, 2009;
- “URCA”** means the Utilities Regulation and Competition Authority established under Section 3 of the Utilities Regulation and Competition Authority Act, 2009;

**“URCA Act ”**

means the Utilities Regulation and Competition Authority Act, 2009.

1.2 For the purpose of interpreting a Condition in this Licence:

1.2.1 except in so far as the context otherwise requires, words or expressions set out hereinafter shall have the meaning assigned to them in:

- (a) the Licence; and otherwise
- (b) the Communications Act; and otherwise
- (c) the URCA Act; and otherwise
- (d) the UAT Act.

1.2.2 Subject to Condition 1.2.1, where there is a conflict between the provisions of this Licence and the Communications Act, the provisions of the Communications Act shall prevail;

1.2.3 References to Conditions, paragraphs, subparagraphs and appendices are to Conditions, paragraphs, subparagraphs of and to the appendices to this Licence, as modified from time to time in accordance with this Licence and the Communications Act;

1.2.4 A Document shall be incorporated into and form part of this Licence if it is referred to in this Licence and a reference to a document is to a document as modified from time to time;

1.2.5 Headings and titles used in this Licence are for reference only and shall not affect the interpretation or construction of this Licence;

1.2.6 References to any law or statutory instrument shall include any modification, re-enactment or legislative provisions substituted for the same;

1.2.7 Use of the word “include” or “including” shall be construed as being without limitation;

1.2.8 Expressions cognate with those referred to in this Licence shall be construed accordingly;

1.2.9 Words importing: (i) the singular shall include the plural and vice versa; (ii) the whole shall be treated as including a reference to any part; and (iii) any gender shall include other genders; and

1.2.10 Reference to persons shall include firms or companies.

## **2 GOVERNING LAW**

- 2.1 This Licence and the legal relations between the Licensee and URCA and any claim instituted by the Licensee or URCA with respect to matters arising under or in connection with or in respect of this Licence shall be governed by and construed in accordance with the Laws of the Bahamas.

## **3 OWNERSHIP OF THE LICENSEE COMPANY**

- 3.1 The Licensee shall be duly incorporated in The Bahamas and shall be subject to the Communications Act and all other laws of The Bahamas.
- 3.2 The Licensee shall ensure that no Service Provider shall hold any equity, directly or indirectly, in the Licensee company. The Licensee shall also not likewise hold any equity or shares, in any Service Provider in The Bahamas.
- 3.3 Any change in the name of the Licensee company shall be in accordance with the provisions of Companies Act or any other relevant law for the time being in force. The Licensee shall notify URCA of such change within thirty (30) calendar days of the registration of the change of name with the Registrar of Companies.

## **4 COMPLIANCE**

- 4.1 The Licensee shall comply with the provisions of the Communications Act and any other applicable law being in force at the time.
- 4.2 The Licensee shall comply with all the terms and conditions of this Licence as well as the orders, directions, determinations and regulatory or other measures as may be issued by URCA from time to time.
- 4.3 Neither the Licensee nor its officers, directors, employees, agents, or Legal Counsel shall in any response to URCA or any inquiry or in any application, report or any other written statement submitted to URCA, make any misrepresentation or wilful material omission on any matter within URCA's jurisdiction.

## **5 DURATION**

- 5.1 This Licence shall come into force on the Commencement Date and shall continue in force until the fifth (5<sup>th</sup>) anniversary of the Commencement Date.

## **6 EXPIRATION AND RENEWAL**

- 6.1 This Licence shall expire and all operating authorizations under it terminate:
- (i) upon the expiration of the Licence term, unless renewed in accordance with the provisions of this Licence, or;
  - (ii) by mutual agreement between URCA and the Licensee.
- 6.2 URCA may renew this Licence upon the expiry of the Licence term for such further period as URCA considers appropriate and as agreed by the Licensee.
- 6.3 This Licence may also be renewed on application of the Licensee made no later than six (6) months prior to the end of the term of this Licence unless the Licensee has repeatedly contravened (or failed to cure a material contravention of) any Condition of this Licence or the Communications Act or any regulatory or other measure issued by URCA.

## **7 NATURE AND SCOPE OF THE LICENCE**

- 7.1 URCA issues this Licence to the Licensee pursuant to Section 19(2) of the Communications Act to establish, maintain, operate, manage and administer the NP Administration Service within and through the Commonwealth of The Bahamas.
- 7.2 The Licensee shall administer and manage the NP Clearinghouse, the NP Systems and the NP Database for implementation of NP Administration Service in The Bahamas in an efficient and effective manner consistent with internationally accepted best practices and any rules, decisions or determinations made by URCA from time to time.
- 7.3 The NP Administration Service established by the Licensee shall be used by all Service Providers (both existing and new) for the purpose of supporting the porting of telephone numbers between Service Providers. As part of this activity, the Licensee's system shall contain the updated porting information which will be used by the Service Providers for the purpose of routing calls to the ported end-users.
- 7.4 The Licensee and its Technical Partners must comply with all applicable data protection laws and other legal requirements in The Bahamas.
- 7.5 The Licensee shall be solely responsible for the implementation, availability and readiness of the central porting platform for the operation of the NP Administration Service and shall resolve the issues of interconnections/ interfaces in respect of present and future networks and the Number Portability System in accordance with the contractual arrangements entered into between the Licensee and the Service Providers and approved by URCA.

- 7.6 The NP Administration Service provided pursuant to this Licence shall, upon commencement, provide Fixed Number Portability only, and shall be expanded to include the provision of Mobile Number Portability Services at such time as determined by URCA subject to the terms and conditions agreed between URCA and the Licensee.
- 7.7 The Licensee shall not provide any regulated service in The Bahamas save for the NP Administration Service as mentioned above without the express written approval of URCA and which in any event shall require a separate Licence.
- 7.8 Nothing in this Licence shall relieve the Licensee of any legal requirement to obtain any additional consents, permissions, authorisations or licences that are necessary for the establishment, maintenance, operation, management and administration of Number Portability in The Bahamas.
- 7.9 The Licensee shall ensure that the administration and management of the business associated with providing the Licensed Services shall, as far as possible, be conducted from premises in The Bahamas and shall for the duration of this Licence maintain a legal presence in The Bahamas.

## **8 PAYMENT OF FEES AND CONTRIBUTIONS**

- 8.1 URCA shall not charge a fee for the issuance of this Licence to the Licensee.
- 8.2 The Licensee shall pay to URCA the following fees and contributions notified by URCA from time to time in accordance with the Communications Act:
- 8.2.1 any URCA Fees;
  - 8.2.2 the Communications Licence Fees notified by URCA on behalf of the Minister; and
  - 8.2.3 the Tribunal Fee payable pursuant to Schedule 3 of the UAT Act.
- 8.3 For each Financial Year of this Licence, any annual fees payable by the Licensee under section 92(1) of the Communications Act shall be based on the following accounts:
- 8.3.1 the last available audited accounts; or
  - 8.3.2 where the last audited accounts are not available or those accounts do not include any Relevant Turnover, accounts certified by an accountant in possession of a practising certificate issued by the Bahamas Institute of Chartered Accountants.
- 8.4 The annual fees calculated in accordance with Condition 8.3 shall be paid in advance on the first day of the Financial Year, with any adjustment due as a result of the audited accounts for that Financial Year becoming available being paid to URCA (or deducted from any other payment due to URCA) on the first day of the next Financial Year.

8.5 Without prejudice to Condition 9.1, in the event of a default by the Licensee in the payment of any fees when due under this Licence:

8.5.1.1 the Licensee shall pay to URCA interest under section 94 of the Communications Act;  
and

8.5.2 URCA may revoke this Licence under the provisions of the Communications Act.

## **9 INFORMATION, AUDIT, INSPECTION AND ACCESS**

9.1 Without prejudice to any other provision of this Licence, the Licensee shall furnish or procure to be furnished to URCA, in such manner and at such times as URCA may request, information, documents, accounts, estimates, returns and without prejudice to the generality of the foregoing, such other information as URCA may reasonably require for the purposes of (i) exercising the functions assigned to it by or under the Communications Act; (ii) verifying that the Licensee is complying with the Licence Conditions; and (iii) keeping statistical records.

9.2 The Licensee shall permit URCA to inspect and if required to make copies of records, documents and accounts relating to the Licensee's business for the purpose of enabling URCA to perform its functions under the Communications Act and the Conditions of this Licence.

9.3 The Licensee shall also submit information to URCA pursuant to the Communications Act and any order or direction issued by URCA from time to time.

9.4 Without prejudice to the generality of Condition 9.1, the Licensee shall, furnish to URCA within three (3) months of its financial year end a "Financial Statement". There will be appended to the Statement, a report from the Licensee's Auditor stating whether in his opinion the methods of allocation of costs, assets and liabilities are reasonable and whether the Statement has been properly prepared applying those methods and is adequate for the purposes specified in Condition 9.5;

9.5 In this Condition, "Financial Statement" means an accounting statement, the purposes of which are to set out and fairly present the costs (including capital costs), revenue and financial position of the Licensee's services including a reasonable assessment of the assets employed in and liabilities attributable to those services. The level of desegregation as between services specified in, and in relation to the financial information contained in the Statement shall be of such level as URCA may require from time to time.

9.6 The Licensee shall permit URCA or its authorised representative to access, inspect and conduct performance tests on the components of the NP Administration Service and shall provide the necessary facilities for testing, continuous monitoring of the system, as required by URCA or its authorised representative(s). URCA shall give reasonable prior notice to the Licensee except in

circumstances where giving such a notice will defeat the purpose of the inspection.

- 9.7 URCA may conduct an inquiry either *suo-moto* or on receipt of a complaint to determine whether there has been any breach of the Conditions of the Licence and for such inquiry the Licensee shall extend all reasonable facilities required for the determination of the breach (if any) without any hindrance.

## **10 BREACH OF LICENCE**

- 10.1 Where URCA has reason to believe that the Licensee has failed to comply with any Condition under this Licence, URCA may exercise all powers and duties as are afforded to or required of URCA under the Communications Act or any other relevant law and may take any action as is permitted to it under such laws against the Licensee.

## **11 NOTICES**

- 11.1 Notices to the Licensee under the Conditions of this Licence shall be in writing and sent by post or hand to the address shown at the front of this Licence or any other relevant address known to URCA or sent by facsimile if URCA and the Licensee agree beforehand that they will use facsimile for transmission of specific notices.
- 11.2 Unless otherwise provided in this Licence, any service of process, petitions, claims and other communications requested or permitted pursuant to this Licence shall also be made in writing and shall be considered validly made when delivered by hand or by courier or electronic means to the Licensee at the Licensee's address provided to URCA for contact.
- 11.3 Notices to URCA under the Conditions of this Licence shall be in writing and sent to the Chief Executive Officer of URCA by post or hand to the business address of URCA or by facsimile.

## **12 CHANGE IN CONTROL**

- 12.1 The Licensee shall obtain URCA's approval to any change in control of the Licensee prior to the change in control occurring.
- 12.2 Without limiting URCA's ability and duty to apply the merger control provisions in sections 70 to 78 of the Communications Act, URCA may object to a change in control where in URCA's opinion the acquirer would not meet the criteria referred to in, or set by URCA pursuant to section 26 of the Communications Act.

### **13 APPROVAL OF JOINT VENTURES**

- 13.1 The Licensee shall give particulars of any of the agreements or arrangements to which this Condition applies for approval of URCA before the coming into effect of such agreements or arrangements.
- 13.2 These agreements are Agreements or arrangements between the Licensee and any person:
- a) for the establishment or control of any corporate body for the purpose of:
    - i. providing electronic communications services in The Bahamas which requires a Licence; or
    - ii. the production of electronic communications equipment for supply in The Bahamas where that production would not otherwise exist in relation to the supply of electronic communications equipment of any description in The Bahamas;
  - b) for the establishment of a partnership for any of the purposes and in any of the circumstances specified in paragraph (a) above;
  - c) in the nature of a joint venture for the purpose of providing electronic communications services that require a Licence.

### **14 ASSIGNMENT OF LICENCE**

- 14.1 The Licensee shall not sub-licence, transfer, assign or grant any right interest or entitlement in this Licence to another party without the prior written approval of URCA.
- 14.2 A person to whom a Licence is to be transferred or assigned shall apply to URCA for a Licence to carry on the relevant electronic communications undertakings on the prescribed application form and shall satisfy the conditions set down by URCA before any such transfer or assignment of a Licence may be considered. Such conditions shall include, but are not limited to, conditions necessary and appropriate to ensure the continued provision of NP Administration Service, without interruption, to all relevant Service Providers. Without limitation of the foregoing, any person to whom this Licence is to be transferred shall be required to enter into appropriate contractual arrangements approved by URCA with all Service Providers required to offer Number Portability.
- 14.3 Where the Licensee seeks to transfer or assign its Licence to another person, it shall comply with all terms and conditions of its Licence as at the date of transfer or assignment and shall have paid all outstanding fees to URCA.
- 14.4 Any entity that becomes a duly authorised successor or assign to the Licensee through affiliation, assignment, transfer of control, merger, liquidation, reorganisation or otherwise, shall, as a condition to such succession or assignment, be required to execute such documents as URCA deems appropriate confirming that such successor or assignee fully assumes the rights and obligations set forth in the Licence.



- 14.5 URCA may approve or refuse an application for transfer or assignment of Licence and shall in the event of a refusal, provide reasons for such refusal.
- 14.6 Condition 14.1 shall not apply to a mortgage, charge or other transaction entered into for the purpose of securing borrowing by the Licensee, such borrowing being for the purposes of establishing, operating or maintaining the Licensee's licensed system or providing the Licensed Services.

## **15 SUSPENSION AND REVOCATION OF LICENCE**

- 15.1 Notwithstanding any contrary provision contained in this Licence and subject to section 27 of the Communications Act, URCA may at any time revoke this Licence pursuant to the Communications Act where the Licensee is in breach of any of the Conditions of this Licence and the breach has not been rectified in accordance with provisions of the Communications Act and Conditions of this Licence.
- 15.2 URCA reserves the right to take over the entire services, equipment and networks of the Licensee, revoke, terminate or suspend this Licence in the interest of public or national security or in the event of national emergency/war or low intensity conflict or similar occurrences.
- 15.3 URCA shall automatically terminate and revoke this Licence upon the occurrence of any change in the agreement between the Licensee and the Service Providers which results in the termination of the arrangement between the parties for the implementation and administration of the NP Administration Service in The Bahamas. The Licensee shall immediately notify URCA within twenty-four (24) hours of any dispute or other occurrence which may result in such termination.
- 15.4 Notwithstanding any contrary provision contained in this Licence, URCA may at any time revoke this Licence by giving the Licensee three (3) months' notice in writing in any of the following circumstances where:
- a) the Licensee agrees in writing with URCA that this Licence be revoked;
  - b) the Licensee ceases to carry on its business for which this Licence is granted for a continuous period of thirty (30) calendar days after commencement of business;
  - c) any amount payable under Condition 8.2 (Payment of Fees) is unpaid after it becomes due and remains unpaid for a period of thirty (30) calendar days after URCA has notified the Licensee in writing that the payment is due;
  - d) the Licensee has made false statements, representations or warranties in applying for the Licence;
  - e) the Licensee has contravened the provisions of any written law relevant to the electronic communications sector;

- f) the Licensee fails to commence or carry on its business for which this Licence is granted within thirty (30) calendar days of the Commencement Date of this Licence;
- g) within twelve (12) months from the Commencement Date of this Licence, the Licensee has not commenced full operation to the satisfaction of URCA provided that URCA would have given prior written notice to the Licensee specifying the details of the Licensee's default and requiring that remedial steps be taken within thirty (30) calendar days of the notice, or such further period as URCA may specify;
- h) the Licensee fails to ensure that its equipment is type approved by URCA or a body approved by or accredited to URCA;
- i) it is deemed necessary in order to protect the public interests of The Bahamas and its people or for national security reasons.
- j) the Licensee:
  - i. is unable to pay its debts;
  - ii. enters into receivership or liquidation; and
  - iii. takes any action for voluntary winding-up, or dissolution or such action is taken by any other person against it and no reasonable step has been taken to discharge same; or it enters into any scheme of arrangement (other than in any such case for the purpose of reconstruction or amalgamation) upon terms and within such period as may previously have been approved in writing by URCA or if a receiver or trustee is appointed or if any Order is made for its compulsory winding-up or dissolution.
- k) the Licensee does not fulfil the implementation plan as set out in the NPAS Agreement.

15.5 The suspension or revocation of this Licence shall take effect on the expiration of thirty (30) calendar days from the date on which the notice of URCA's order in respect of the suspension or revocation is served on the Licensee.

15.6 Upon termination or revocation of this Licence by URCA, URCA shall be entitled, in accordance with the NPAS Agreement, to recover all information related to NP in The Bahamas held by the Licensee as well as other information required for the provision of NP in The Bahamas as contemplated by the NPAS Agreement.

## **16 MODIFICATION AND AMENDMENT OF LICENCE**

16.1 Subject to section 27 of the Communications Act and Conditions 16.2 and 16.3 of this Licence, URCA may modify, amend or vary the Conditions contained in this Licence from time to time where objectively justifiable where URCA determines that such modification, amendment or variation is necessary to achieve the objectives of the Communications Act or any relevant law, or is in the public interest, taking into consideration the reasonable interest and contractual rights of the Licensee.

- 16.2 Before modifying, amending or varying the Conditions of this Licence, URCA shall give the Licensee written notice of its intention to do so together with a draft copy of the intended modification, amendment or variation and the Licensee may make representations to URCA by submitting them to URCA within the time period specified by URCA but not less than thirty (30) calendar days from the date of the written notice.
- 16.3 After expiry of the notice specified in Condition 16.2 above, URCA shall decide on the next course of action, taking into consideration any representation made by the Licensee and, *inter alia*, the principles of fair competition and equality of treatment.
- 16.4 Subject to section 27 of the Communications Act, URCA may modify, amend or vary the Conditions of this Licence or incorporate new Conditions where it is considered necessary in the interest of national security and public interest.

## **17 POWER TO APPOINT NUMBER PORTABILITY ADMINISTRATOR**

- 18.1 Subject to section 8(1) of the Communications Act, URCA may select and appoint another administrator to manage the Number Portability Clearing House and the Number Portability Systems for implementation of Number Portability services in The Bahamas, except that in doing so URCA shall have due regard to the provisions set out in the NPAS Agreement.

## **PART B – OPERATING CONDITIONS**

### **18 INSTALLATION AND ROLL-OUT OBLIGATIONS**

- 18.1 The Licensee shall be responsible for the infrastructural set-up, and the implementation cost for the establishment of the NP Clearinghouse, NP Database (including but not limited to principal and Disaster Recovery back up sites), the NP System and any other components required for the functionality of the NP Administration Service in The Bahamas, in accordance with the NPAS Agreement.
- 18.2 The Licensee shall deploy the necessary facilities and resources required to implement all reasonable business processes and to carry out all functional requirements and modifications in accordance with the NPAS Agreement prior to the Commencement Date and launch date of NP Administration Service in The Bahamas.

### **19 PROVISION OF LICENSED SERVICES**

- 19.1 The Licensee shall, during the term of this Licence, provide the NP Administration Services in accordance with the NPAS Agreement and any regulatory measures issued by URCA, and shall do so in an effective and efficient manner, including but not limited to the following:
- a) the relaying of porting-related messages between Donor and Recipient Operators and the maintaining of state information for each individual and bulk porting transaction;
  - b) management of the porting process to meet the target times;
  - c) the reception and checking of a validation interactive voice response message/short message service (SMS) from the Subscriber confirming the request to port;
  - d) the performance of porting transaction validation checks as specified in the Business Rules and functional requirements as stipulated by URCA;
  - e) advising the Subscriber of the status of their porting request by email or SMS;
  - f) the broadcasting to all Service Providers of information and changes in the Service Provider providing services to the ported numbers;
  - g) the collection of logs on all porting activities;
  - h) the collection of statistics on porting;
  - i) the storage of information on the history of each porting;
  - j) the maintenance of the NP Database of all ported numbers and the provision of downloads of this information to any Service Provider, especially new entrant Service Provider.
- 19.2 Subject to prior written approval by URCA, the Licensee may provide interconnect and NP Clearinghouse services to Service Providers to enable them connect to the NP Administration Service. Such services must be provided on non-discriminatory terms and conditions.

- 19.3 The Licensee shall assist URCA and Service Providers to understand the significance of the key Number Portability issues, analyse alternative approaches, and assist them in reaching a consensus that will be in the best interest of all stakeholders and ensure functionality of the NP Administration Service in The Bahamas.
- 19.4 The Licensee shall cooperate with the Service Providers and URCA during the implementation of the NP Administration Service in The Bahamas and shall respond reasonably, promptly and positively to implement any proposed reasonable change in structure, functionality, process/system requirements which may be necessary to ensure the establishment and on-going delivery of the NP Administration Service in The Bahamas as directed by URCA.
- 19.5 The Licensee shall be responsible for the functionality of the NP Administration Service for the entire licence period and shall manage the NP Administration Service in accordance with the Conditions of this Licence, the NPAS Agreement, the Communications Act and any relevant regulatory measures made by URCA from time to time.
- 19.6 The NP Administration Service shall be sufficiently flexible to enable it to support other number portability related queries for existing and future Service Providers with regards to both call set-up and data service delivery purposes. The NP Administration Service should be flexible, scalable and configurable to support future requirements and future enhancements to Number Portability in The Bahamas.

## **20 DELIVERY OF LICENSED SERVICES**

- 20.1 The date of test certificate issued by URCA or any other organization authorised by URCA in this regard will be determined as the date of commissioning of the Licensed Service.
- 20.2 It shall be the responsibility of the Licensee to maintain the quality of service even during the period when notice for surrender or revocation of the Licence is pending and if the quality of service is not maintained for the lesser of a period of seven (7) consecutive days or the duration of the said notice period, it shall be treated as material breach which entitles URCA to immediately revoke the License at risk and consequence of the Licensee pursuant to Condition 15 (SUSPENSION AND REVOCATION).
- 20.3 In the event of receipt of complaints or reports to URCA which suggest a breach or non-fulfilment of the Conditions of this Licence, URCA may conduct an inquiry either *suo-moto* or on receipt of the complaint to determine whether there has been any breach of the Conditions of this Licence.

## **21 ANCILLARY SERVICES**

- 21.1 The Licensee shall work in conjunction with the Service Providers to ensure that the NP

Administration Service inter-operates with the Service Providers in the most cost effective and efficient manner. The Licensee shall work with the Service Providers to manage the security and availability of these interconnections.

- 21.2 The Licensee shall provide access to the NP Database, value added services and interconnect services to Service Providers, the Government and such other persons only subject to the approval or direction of URCA. Ancillary interconnect and Clearinghouse services offered to smaller Service Providers to enable them to connect to the Number Portability System and benefit from hosted routing services shall be made available and provided by the Licensee.
- 21.3 The terms and conditions for any ancillary interconnect and Clearinghouse services and other ancillary services provided by the Licensee must be approved by URCA pursuant to Condition 22 (TARIFFS).

## PART C – COMMERCIAL CONDITIONS

### 22 Tariffs

- 22.1 The Licensee shall provide the NP Administration Service at the charges and upon the terms and conditions set out in the NPAS Agreement approved by URCA and shall not depart therefrom without prior written approval by URCA of the proposed changes.
- 22.2 Without prejudice to the provisions of Condition 21.2 above, the Licensee shall lodge with URCA for approval a schedule of tariffs and any variation thereto for the provision of ancillary and valued added services (other than charges for the NP Administration Service itself, in respect of which Condition 22.1 shall apply) rendered to Service Providers to enable them to interconnect with the NP System. The schedule of tariffs shall in respect of each kind of service that the Licensee proposes to offer provide details of:
- a) the description of the service;
  - b) details of the nature and amounts of charges payable for the service;
  - c) the method adopted for determining the charges; and
  - d) the method adopted for collection of the charges.
- 22.3 The schedule must be precise and detailed enough to be used to determine the nature and amounts of charges payable for the supply of each particular service. The tariffs must be in a form approved by URCA who, subject to Condition **Error! Reference source not found.**, will provide written reasons in the event of non-approval.
- 22.4 URCA shall communicate to the Licensee its decision on the notice of tariffs or any application for changes thereto within thirty (30) days from the date of receipt of the notice by URCA.
- 22.5 The Licensee shall not commence with levying the charges in the proposed schedule of tariffs lodged with URCA until approval for the tariffs is given by URCA. Failure by URCA to communicate its decision to the Licensee within the timeline herein specified shall be deemed to constitute an approval of the tariff or changes thereto and the Licensee shall, in that event, be at liberty upon the expiry of the said timeline to implement the tariff structure or the revisions thereto.

## **23 THE NPAS AGREEMENT**

- 23.1 The Licensee shall no later than thirty (30) calendar days from the Commencement Date of this Licence execute an agreement with all Service Providers requiring access to the NP Administration Service, which agreement shall indicate and stipulate the responsibilities and roles of each of the Parties in respect of the NP Administration Service in The Bahamas (the “NPAS Agreement”).
- 23.2 The NPAS Agreement shall be in a form acceptable to and approved by URCA. URCA may by Determination issued under the Communications Act require amendments to the terms of the NPAS Agreement where necessary in line with the requirements for the Number Portability System in The Bahamas.



## **PART D – TECHNICAL CONDITIONS**

### **24 TECHNICAL REQUIREMENTS**

- 24.1 The technical components for the NP Administration Service shall be set up and configured to meet the Number Portability requirements of The Bahamas, as defined in the RFP, the Business Rules, and the NPAS Agreement, and customized to meet the specified process needs and other connectivity requirements of the Service Providers.
- 24.2 Without prejudice to the provisions of Condition 24.1 above, the Licensee shall adhere to any further technical conditions and regulatory requirements for the NP Administration Service as directed by URCA in accordance with the Communications Act, both during the periods before and after the launch of the Number Portability services in The Bahamas.
- 24.3 The Licensee shall not after the Commencement Date of this Licence provide additional facilities for any value addition or systems upgrade that the technology permits at a later date without the prior approval of URCA.

### **25 INTERCONNECTION AND INTERWORKING WITH SERVICE PROVIDERS**

- 25.1 The Licensee shall be required to interconnect, cooperate and work constructively with all Service Providers to provide the NP Administration Service to Service Providers in The Bahamas as mandated by URCA. The Licensee shall be bound to interconnect and interwork with all stakeholders in order to provide all Service Providers with the NP Administration Service without any discrimination in line with the principles of fairness, competitive neutrality, non-discrimination and equality of access pursuant to terms and conditions negotiated in good faith between them.
- 25.2 The Licensee shall ensure that a new entrant into the market or third parties, as directed by URCA from time to time, are connected to the NP Administration Service in line with the principles of fairness, competitive neutrality, non-discrimination and equality of access pursuant to terms and conditions negotiated between them.
- 25.3 The Licensee shall give any new entrant or third parties, as directed by URCA from time to time, access to any reference database of all ported numbers and shall provide such entrant or third parties with all information in order to ensure that they do not suffer any disadvantage as a result of their future entry into the electronic communications market.

### **26 QUALITY OF SERVICE**

- 26.1 The Licensee shall ensure that it meets the minimum Quality of Service (QoS) thresholds as set out in the NPAS Agreement or any other regulatory measure issued by URCA in accordance with the Communications Act.

- 26.2 Subject to sections 8(1) and 27 of the Communications Act, URCA may monitor the performance level of the Licensee and review this Condition in the interests of public and national security.

## **27 LOCATION OF NUMBER PORTABILITY SYSTEM**

- 27.1 The NP Administration Service shall be provided to Service Providers in The Bahamas in accordance with the NPAS Agreement.
- 27.2 The Licensee shall provide to URCA specific details of location, configuration of the Number Portability System and the associated interworking connectivity specifications and the Licensee shall not change the location of these sites without the prior written approval of URCA.

## **PART E – GENERAL CONDITIONS**

### **28 ARBITRATION AND DISPUTE RESOLUTION**

- 28.1 The Licensee shall include in the standard terms and conditions on which it provides the NP Administration Service in The Bahamas provisions giving parties who have entered into contracts with it for the provision of the NP Administration Service the opportunity to refer to URCA any and all disputes arising in relation to the services provided under those standard terms and conditions. The dispute resolution procedures and the method of appointment of the neutral evaluators shall be in accordance with any Alternative Dispute Resolution (ADR) Guidelines issued by URCA.
- 28.2 URCA shall resolve any dispute between the Licensee and Service Providers relating to the provision of the Licensed Services in accordance with any ADR Guidelines issued by URCA.

### **29 PROHIBITION OF CERTAIN LICENSEE ACTIVITIES**

- 29.1 The Licensee shall not on the strength of this Licence engage in the provision of any other service regulated under the Communications Act other than the Licensed Service as defined in this Licence.
- 29.2 Nothing contained in this Licence shall preclude the Licensee from engaging in advertising and promotional activities relating to the NP Administration Service.
- 29.3 Nothing contained in this Licence shall preclude the Licensee from taking necessary measures to prevent illegal, objectionable, obscene, unauthorized content, messages or communications or any other content, messages or communications infringing copyright or intellectual property rights in any form from being carried via its infrastructure, consistent with the established laws of The Bahamas or any regulatory measure issued by URCA. If the Licensee becomes aware of

breaches of this Condition or specific instances of such infringement are reported to the Licensee by relevant enforcement agencies, the Licensee may block or filter such content, messages or communications and cooperate with and notify the appropriate authorities and parties, including but not limited to, URCA, law enforcement agencies and other Service Providers in accordance with the laws of the Commonwealth of The Bahamas. Any damage arising out of default on the part of the Licensee in this regard shall be borne by the Licensee.

- 29.4 The Licensee shall comply with all data protection and lawful interception of communications laws and regulations in force in The Bahamas from time to time. Any damage arising out of default on the part of Licensee in this regard shall be borne by the Licensee.
- 29.5 Nothing contained in this Licence shall preclude the Licensee from cooperating with and, at the lawful direction of the Governor-General, the Minister, the Attorney General, URCA or any lawfully authorised official of a public body, shall provide assistance to the relevant Government ministries and national or local government agencies responsible for national security and emergency services. Any damage arising out of default on the part of Licensee in this regard shall be borne by the Licensee.
- 29.6 Where any confidential information is divulged to the Licensee for proper implementation of the Service Agreement, it shall be binding on the Licensee and its employees and agents to maintain its secrecy and confidentiality.
- 29.7 Save as expressly provided for in this Licence, all data and information relating to Number Portability or the NP Administration Service belongs to The Bahamas and shall not be shared or made available to any party located outside The Bahamas without URCA's prior and express written approval.

### **30 PROHIBITION OF PREFERENCE AND DISCRIMINATION**

- 30.1 The Licensee shall not (whether in respect of the charges or other terms and conditions applied or otherwise) show preference to, or discriminate against, any person of any class or description with respect to the provision of the Licensed Services.
- 30.2 The Licensee shall be deemed by URCA to have shown such preference or to have exercised such discrimination if, *inter alia*, URCA adjudicates that the Licensee favours to a material extent a Service Provider to which it provides its Licensed Services so as to:
- (a) directly or indirectly impose unfair purchase or selling prices or other unfair trading conditions;
  - (b) limit markets or technical development or the provision of services to the prejudice of one Service Provided over another;

- (c) apply dissimilar conditions to equivalent transactions with one Service Provider over another, thereby placing the other Service Provider at a competitive disadvantage;
- (d) make the conclusion of contracts subject to acceptance by one Service Provider over another of supplementary obligations which, by their nature or according to commercial usage, have no connection with the subject of such contracts; or
- (e) without objective justification, limiting or impeding access to the NP System in circumstances where access is essential for the provision of an electronic communications service by a Service Provider.

30.3 Any question relating to whether any act done or course of conduct pursued by the Licensee amounts to such preference or discrimination shall be determined by URCA, but nothing done in any manner by the Licensee shall be regarded as preference or discrimination if and to the extent that the Licensee is required to do that thing in that manner by or under any Condition of this Licence.

### **31 MEMBERS OF LICENSEE'S GROUP, ASSOCIATES AND TECHNICAL PARTNERS**

31.1 Without prejudice to the Licensee's obligations under these Conditions in respect in particular to anything done on its behalf:

- a) any Associate of the Licensee, Technical Partner or member of the Licensee's Group does anything which the Licensee is prohibited from doing under the Conditions of this Licence or fails to do anything which the Licensee is in the circumstances required to do; or
- b) any Associate, Technical Partner or Member of the Licensee's Group has done something which would, if it had been done by the Licensee, require the Licensee to take or refrain from taking a particular action under this Licence and neither the Licensee nor the Associate, Technical Partner or Member has met that further requirement; and
- c) URCA is of the reasonable opinion:
  - i. that in consequence, the Licensee is seeking to or is in a material and substantial way avoiding obligations which would apply under these Conditions if the thing had been done or not done by the Licensee; and
  - ii. that having regard to the powers granted to it by Section 8 of the Communications Act, it ought to make a direction under this Condition,

then URCA may direct the Licensee to take such steps as URCA deems appropriate for the purpose of remedying the matter, including but not limited to restraining the Associate, Technical Partner(s) or Member of the Licensee's Group from continuing with the act or

refraining from carrying on by or with that member or Associate such commercial activities connected with the Licensee's businesses as URCA may determine.

- 31.2 For the purposes of this Condition a person is an Associate of the Licensee if he is a subsidiary of or another body corporate controlled by it.

## **32 CONFIDENTIALITY OF INFORMATION**

- 32.1 The Licensee shall only employ encryption equipment connected to the NP System for specific requirements that have been evaluated and pre-approved by URCA. Such encryption equipment and the corresponding operational procedures shall comply with international and industry standards.

- 32.2 Subject to the Conditions of this Licence, the Communications Act or any other law of The Bahamas, the Licensee shall take all necessary steps to safeguard the privacy and confidentiality of any business or other information about a third party to whom it provides the Licensed Services or a Subscriber of a third party from whom it has acquired such information by virtue of the Licensed Services provided and the Licensee shall use its best endeavours to ensure that:

- a) no person acting on behalf of the Licensee divulges or uses any such information except as may be necessary in the course of providing such Licensed Service to the third party; and
- b) no such person receives such information other than is necessary for the purpose of providing Licensed Services to the third party.

- 32.3 The provisions of Condition 32.2 above shall not apply where:

- a) the information relates to a specific party and that party has consented in writing to such information being divulged or used, and such information is divulged or used in accordance with the terms of that consent; or
- b) the divulgence of information is to enable the Licensee to comply with any court Order or directive made by appropriate authorities pursuant to any existing data protection or lawful interception of communications laws and regulations of The Bahamas; or
- c) the information is already open to the public and otherwise known.

- 32.4 The Licensee shall take necessary steps to ensure that the Licensee and any person(s) acting on its behalf observe confidentiality of customer information.

### **33 EXCEPTIONS AND LIMITATIONS ON OBLIGATIONS**

33.1 Unless the context otherwise requires, the Licensee's obligations under this Licence shall have effect subject to the following exceptions and limitations:

- a) The Licensee is not obliged to do anything that URCA shall determine not to be practicable after due representation has been made thereon to URCA by the Licensee.
- b) The Licensee shall not be held to have failed to comply with an obligation imposed upon it by or under this Licence if and to the extent that the Licensee is prevented from complying with that obligation by law, any physical, topographical or other natural obstacle, the actions of the Government or Governmental Agency or as a result of fire, explosion, accident, emergency, riot, war, civil commotion or insurrection or any other cause outside the Licensee's control.
- c) In the event that any of the circumstances specified above causes damage to the Licensee's infrastructure, the Licensee shall be obligated to repair or rebuild the infrastructure pursuant to a timetable and work plan to be established by the Licensee and approved by URCA, and subject to adequate changes in the provisions of this Licence at the instance and discretion of URCA.

### **34 LIMITATION OF LIABILITY**

34.1 Subject to Condition 34.2 and notwithstanding any contrary provision of this Licence, URCA shall not be liable in contract, tort or otherwise to the Licensee or any third party whomsoever for any indirect, contingent or consequential loss or damage or for loss of profit, business, revenue, goodwill, opportunities or anticipated savings, cost of capital, cost of substitute service, facilities or products, or down-time costs, consequent upon the issuance, actualization or any Condition of this Licence or any act taken by URCA in connection with or pursuant to this Licence or any other matter related howsoever thereto.

### **35 LEGAL AND REGULATORY FRAMEWORK OF THE NUMBER PORTABILITY SYSTEM**

35.1 The Licensee and Service Providers shall be required to implement, operate and execute the Number Portability System in The Bahamas in accordance with all the component documentation that prescribe the legal, regulatory, operational guidelines and rules for the Number Portability System in The Bahamas.

## **PART F – SECURITY CONDITIONS**

### **36 SECURITY PROVISIONS**

- 36.1 The Licensee shall provide necessary facilities depending upon the specific situation at the relevant time to the Government to counteract espionage, subversive act, sabotage or any other unlawful activity.
- 36.2 The Licensee shall ensure protection of privacy of communication and ensure that unauthorized interception of messages does not take place.
- 36.3 URCA or its representative(s) and designated security agencies will have access to the Number Portability Database, transactions and messages relating to the porting of Subscribers and access to Licensee's network subject to the procedure set out in the data protection or lawful interception of communications laws and regulations in force in The Bahamas.
- 36.4 The Licensee shall maintain all commercial records with regard to the messages exchanged on the network. Such records shall be archived for at least five (5) years for security reasons, will be made available to URCA within two (2) working days of a written request from URCA and may be destroyed thereafter unless directed otherwise by URCA.
- 36.5 The Licensee shall take adequate and timely measures to ensure that information transacted through its network is secure and protected. The Licensee shall ensure that the system has defined security management processes and controls for a number of different roles ranging from system administrators, Government agencies and for the Service Providers. The Licensee shall ensure that the Number Portability System is protected from unauthorized access. The data and system integrity should be ensured. The data centres should conform to the highest industry norms and necessary ISO certifications.

# **ANNEX C**

## **Fixed Number Portability Ordering Process Specifications (“FNP Business Rules”)**



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# 1 Introduction

## 1.1 Background

*“Number Portability”* is defined by the Communications Act (Comms Act) as *“a facility whereby subscribers who so request can subject to the numbering plan retain their telephone number on a public network, independently of the licensee providing the service at the network termination point of a subscriber”*<sup>1</sup>. Number Portability (NP) therefore enables a person to keep their telephone numbers when switching providers and is often seen as a key enabler of robust competition in that it removes one of the barriers which customers perceive to switching their provider of telephone services, that is, the need to change their telephone number.

Section 80 of the Comms Act requires URCA to issue a consultation and make a determination on NP, and further mandates that licensees shall provide to the extent technically feasible, operator-to-operator number portability when required to do so in accordance with the requirements prescribed by URCA.

Pursuant to URCA’s Consultation on Number Portability conducted in April to November 2011, the work conducted by the Number Portability Working Group (NPWG) during the period from 8 December 2011 through September 2013, and URCA’s Determinations on the Implementation of Number Portability in The Bahamas dated 3 August 2012 and [ ] 2013, Number Portability was implemented on fixed networks in The Bahamas from [3 September 2013].

## 1.2 Scope

1.2.1 These FNP Business Rules set out the rules and conditions which apply in respect of aspects of the order and provisioning process for number portability for fixed subscribers in The Bahamas that either:

- (a) Involve exchanges between the Operators via the central database; or,
- (b) Involve actions by one Operator that have to be trusted by another Operator, for example the customer order validation process.

1.2.2 The FNP Business Rules do not address the internal procedures and processing that each Operator is required to undertake to support the required functionality.

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<sup>1</sup> Section 2, Communications Act, 2009

- 1.2.3 The provisions of the FNP Business Rules apply to the number portability ordering process from the point when a Subscriber requests a new account with the Recipient Network through number portability, to the point when the Subscriber has an active account on the Recipient Network, the account on the Donor Network has been closed (note that the account will be left open until all dues and charges have been settled with the Donor Network, or if the Subscriber still retains other services with the Donor Network), and all other Operators have been informed of the port. The process also allows for a number to be ported to an account that is already active with a number allocated by the Recipient Operator.
- 1.2.4 Some parts of the FNP Business Rules are written at a functional level, detailing for example the actions to be undertaken by an Operator, whilst other parts, such as the exchange of messages, are written at a detailed technical level to ensure compatibility between the relevant Operators.
- 1.2.5 The provisions in these FNP Business Rules may not apply where a specific port is carried out pursuant to a Court Order or URCA direction or determination, and the Court or URCA has mandated specific requirements. For the avoidance of doubt, the FNP Business Rules do not apply to number portability relating to mobile numbers.

## 2 Interpretation

### 2.1 Definitions

2.1.1 Where used in this document, the following terms shall, unless the context requires otherwise, have the meanings ascribed below:

**“All Call Query” or “ACQ” or “Direct Routing”:** Is the method of traffic routing determined by URCA for use to support the number portability service in The Bahamas, in which, prior to routing a call to a ported number, the calling network queries its local copy of a centralised database of ported numbers in order to obtain current routing information and route the call directly to the number.

**“Block Operator”:** The Operator to whom the number block was allocated that contains the number that is being ported.

**“Calling Line Identifier” or “CLI”:** The telephone number of the calling number as sent using the network’s calling line identification feature set.

**“CLI Check”:** A check that the person applying for number porting is in possession of an active number used and specified as part of the porting validation/authorisation process.

**“Donor Operator” and “Donor Network”:** The Operator that is to cease serving the number that is being ported, and the Network belonging to that Operator from which the number is being ported respectively.

**“Interactive Voice Response” or “IVR”:** An automated telephone information system that interacts with the caller through a combination of fixed voice menus and data extracted from databases in real time, to which the caller may respond by pressing digits on the telephone or speaking words or short phrases.

**“NACK Code”:** Response generated by the NPC at specific stages of the porting process

**“Number Portability Clearinghouse” or “NPC”:** The entity engaged by the Operators and licensed by URCA to operate the number portability administration service and centralised database which underlie the provision of number portability services in The Bahamas.

**“Operator”:** An entity holding an Individual Operating Licence granted by URCA pursuant to the Communications Act, 2009 which provides voice telephony services (including call termination) services to the public in The Bahamas.

**“Port” or “porting”:** The transfer of a telephone number from being active on one Operator’s network to another, using number portability as outlined in these FNP Business Rules.

**“Porting Day”:** Mondays through Fridays, excluding public holidays in The Bahamas.

**“Porting Identification Code” or “PIC”:** A unique identifier provided by the Recipient Operator to the Subscriber requesting porting to enable the Subscriber to complete Validation of porting of a block of numbers from any one of the numbers to be ported.

**“Porting Request Form”:** A legal instrument signed by or on behalf of the Subscriber, in which the Subscriber requests porting, and appoints the Recipient Operator as their agent to port their number(s) from the Donor Operator and close their account with the Donor Operator if required.

**“Response Code”:** Response generated by Donor or Recipient Operators at specific stages of the porting process

**“Recipient Operator” and “Recipient Network”:** The Operator that is to gain the number that is being ported, and the Network belonging to that Operator to which the number is being ported, respectively.

**“Subscriber”:** The customer of fixed voice telephony services who is the legal owner of the account to which the number being ported is assigned.

## **2.2 Description of Messages**

2.1.1 These FNP Business Rules provide for a series of messages to be sent between Operators, the NPC and the Subscriber to facilitate the porting process. These messages are defined below:

**Porting Approval Request:** is the initial message sent by the Recipient Operator to the NPC that initiates the porting request. The Porting Approval Request shall contain:

- a) the number(s) to be ported;
- b) the number to be used to validate the porting request;
- c) the name of the Donor Network;
- d) the Subscriber contact details (e-mail or mobile number) used for porting messages; and,
- e) the date porting is required (note that these FNP Business Rules do not currently provide for the specification of a porting date, so this field shall be marked “default”).



**Initial Validation Response:** is the message sent by the NPC to the Recipient Operator once the NPC has checked the Porting Approval Request and successfully matched the Porting Approval Request to the CLI of the Validation message received from the subscriber and has completed the initial validation checks on the Porting Approval Request as prescribed by these FNP Business Rules.

**Negative Acknowledgement (NACK):** A message from the NPC to a Donor Operator or Recipient Operator indicating that the Operator's request cannot be completed due to an error in the porting process or a rejection of the Subscriber's porting request, and indicating the nature of the error using the appropriate error code as set out in Annex 3.

**Porting Approval Response:** is the message sent by the Donor Operator to the Recipient Operator via the NPC once the Donor Operator has performed the authorisation checks the Porting Approval Response message indicates whether or not the Donor Operator will permit the number to be ported.

**Porting Deactivation Request:** is the message sent by the Recipient Operator via the NPC to the Donor Operator. The Recipient Operator activates the Subscriber's number on its network and sends the Porting Deactivation Request to the Donor Operator instructing it to deactivate the number on its network.

**Porting Deactivation Response:** is the message sent by the Donor Operator to confirm the Subscriber number has been deactivated from its network and the porting operation is complete.

**Timed Out:** is the message sent by the NPC to indicate that a porting transaction has been cancelled due to the expiry of the period of time allowed by the NPC for completion of a porting action.

**Validation:** is the function enabling the Subscriber to approve the porting request and to confirm the Subscriber's possession of the number to be ported to the NPC by means of the Subscriber making a call to the NPC Interactive Voice Response (IVR) platform as part of the porting process.

**E164 Broadcast:** is the message sent by the NPC to all Operators to initiate a change in the routing information for a number held by the Operators' routing databases and to apply direct routing to either the Recipient or Block Network for all calls destined for the ported number. This message may either be an E164Ported, E164Terminated or E164Reactivate message, in accordance with these FNP Business Rules.

## **3 Summary of the Fixed Porting Process**

### **3.1 Overview**

- 3.1.1 The process for porting a fixed number is premised upon the following actions (either expressly or impliedly done) by the Subscriber:
- a) The Subscriber opens an account for fixed telephone service with the Recipient Operator (the Subscriber may already have an active account with the Recipient Operator prior to making a porting request) to which the Subscriber requests that the Recipient Operator assign a telephone number which is already assigned to the Subscriber's existing account with the Donor Operator;
  - b) The Subscriber requests that the Recipient Operator, acting on the Subscriber's behalf, close their account with the Donor Operator (note that the account will remain open until all dues and charges have been settled with the Donor Operator, or if the subscriber still retains other services with the Donor Operator provided under the same account); and,
  - c) The Subscriber (through the Recipient Operator) requests all Operators to change their call routing arrangements so that calls will be routed to the Subscriber's service with the Recipient Operator.
- 3.1.2 Once completed, the porting process should ensure that all incoming communications/calls placed to the Subscriber's ported number are directly routed to and terminated on the Subscriber's new account on the Recipient Network.
- 3.1.3 The total time for the completion of all stages involved in the porting of a fixed number shall not exceed five (5) working days.
- 3.1.4 The porting process is asynchronous and sequential, that is, a sequence of actions is specified with each action starting only after completion of the previous action.
- 3.1.5 The porting process:
- a) maximises the checking that can be performed automatically by the NPC in order to reduce the workload on the Operators; and,
  - b) limits the state information on the process that needs to be held by the NPC and the Donor Operator. If problems occur then the porting transaction is failed - the Operators should cooperate to resolve the problem or the Subscriber should take the necessary actions to resolve the problem and then a new porting transaction should be started.
- 3.1.6 The process allows for a number to be ported to both a new account and to an account that is already active with a number allocated by the Recipient Operator.

## **3.2 Account classification**

3.2.1 These FNP Business Rules apply only to fixed number portability and are therefore limited to telephone numbers assigned and used for fixed services. The standard input for the account field in porting messages is “fixed”.

## **3.3 Validation**

3.3.1 Validation is the process by which the Recipient Operator, the NPC and the Donor Operator ensure that porting is requested by the Subscriber or a person who is authorised to make changes to the account from which a number is being ported, and that the Subscriber is entitled to portability. The procedures for Validation differ depending on the type of account and the Subscriber’s circumstances. Validation may, and is designed to be combined with the process of Subscriber checking (including any identity checks required by law and/or any credit checks) that an Operator would carry out for a new Subscriber, irrespective of whether or not they request number portability.

3.3.2 The following are the main elements of Validation:

- a) Recording the identity of the person requesting a port – The Operator is required to record the person’s identity and to retain the identity information for a period of at least six (6) months as a deterrent to fraudulent requests;
- b) Checking possession of the number to be ported, which is carried out using either of the following approaches:
  - o For single, personal porting transactions, in order for the porting request to be processed, the Subscriber or other authorised person must confirm possession of the number to be ported with the NPC, by calling the designated IVR enabled number informed to the Subscriber, +1 242 300 7678/ +1 242 300 PORT, from the number to be ported, and confirming or cancelling the porting request through appropriate telephone keypad entries. The caller will be prompted to press [1] on the telephone keypad to confirm the porting request, or to press [2] on the telephone keypad to cancel the porting request. This input will be received by the NPC which checks the CLI of the incoming call and matches this with the number received in the Porting Approval Request from the Recipient Operator; or,
  - o For multiple number and non-personal porting transactions, in order for the porting request(s) to be processed on the receipt of the Porting Approval Request, the NPC will provide to the Subscriber or its authorised representative a unique PIC at its nominated mobile number by SMS or email address. Possession is then confirmed by the NPC when the Subscriber or its authorised representative calls a designated IVR enabled number, +1

242 300 7672/ + 1 242 300 PORB, and enters the PIC on the telephone keypad when prompted to do so by the IVR platform.

### **3.4 Overview of the Fixed Porting Procedure**

- 3.4.1 These FNP Business Rules set out the rules and procedures which are intended to ensure that the porting process works effectively, efficiently and reliably. These rules anticipate that Operators will implement their own internal procedures which will ensure compliance with the FNP Business Rules, and also with the Operators other internal business processes. Therefore, these rules mandate the processes between the Operators and the Subscriber only to the extent that certainty and conformity of those processes is essential to effective, efficient and reliable porting.
- 3.4.2 The porting process shall comprise, and all Operators shall comply with, the following steps in respect of any porting transaction:
- P1. The Subscriber applies for a new account with number portability from another Operator to the Recipient Operator, or requests that an existing number from another Operator be ported to the Subscriber's existing account with the Recipient Operator.
  - P2. The Subscriber is given information about porting, their identity is checked, recorded, and all required information is collected.
  - P3. The Recipient Operator confirms that service can be provided to the Subscriber. Additional credit and other checks may be performed at this stage according to the Recipient Operator's own procedures and processes.
  - P4. The Subscriber signs the Porting Request Form.
  - P5. The Subscriber is requested to Validate the porting request thereby confirming possession of the number(s) to be ported, and given instructions as to the method of Validation.
  - P6. The Recipient Operator sends a Porting Approval Request message to the NPC.
  - P7. The NPC checks the Porting Approval Request and when the NPC has received both the Porting Approval Request and an authentic Validation message (it does not matter in which order the NPC receives the Porting Approval Request and IVR message), performs the initial checks to confirm whether the porting request can be processed or not.
  - P8. If the initial NPC checks are successful, the NPC sends an Initial Validation Response message to the Recipient Operator, and an email or SMS to the Subscriber to confirm whether the initial Validation checks have been passed or not.

- P9. If the initial NPC validation checks are unsuccessful the NPC will send the Initial Validation Response including the relevant NACK reason code to the Recipient Operator, and the NPC will send an email or SMS to the Subscriber to advise that the porting request has been rejected and that the Subscriber should contact the Recipient Operator to discuss the reasons for the rejection. In such cases the porting procedure must be restarted by the Subscriber from Step P5 above (request to validate the porting request) once the matter preventing successful porting has been resolved.
- P10. If the initial NPC checks are successful, the NPC sends an email or SMS to the Subscriber advising that their porting request is being processed and forwards the Porting Approval Request to the Donor Operator. The Donor Operator performs the porting approval checks and sends the Porting Approval Response to the NPC indicating whether or not the number can be ported. Where the Donor Operator rejects the port, it must include the relevant rejection code in the Porting Approval Response.
- P11. Where the port has been rejected by the Donor Operator, the NPC will send the Porting Approval Response including the relevant rejection reason code to the Recipient Operator and an email or SMS to the Subscriber to advise that the porting request has been rejected and that the Subscriber should contact the Recipient Operator to discuss the reasons for the rejection. In such cases the porting procedure must be restarted by the Subscriber from Step P5 above (request to validate the porting request) once the matter preventing successful porting has been resolved.
- P12. Where the port is accepted by the Donor Operator, the NPC will send the Porting Approval Response to the Recipient Operator, and the Recipient Operator then activates the ported number on its network and sends the Porting Deactivation Request to the NPC. The NPC advises the subscriber that their number has been ported by sending an email or SMS to the nominated contact point, and updates all Operators' routing databases via an E164 message.
- P13. The NPC then forwards the Porting Deactivation Request to the Donor Operator.
- P14. The Donor Operator deactivates the number on its network and sends the Porting Deactivation Response to the NPC to confirm the porting request has been completed and can be closed.

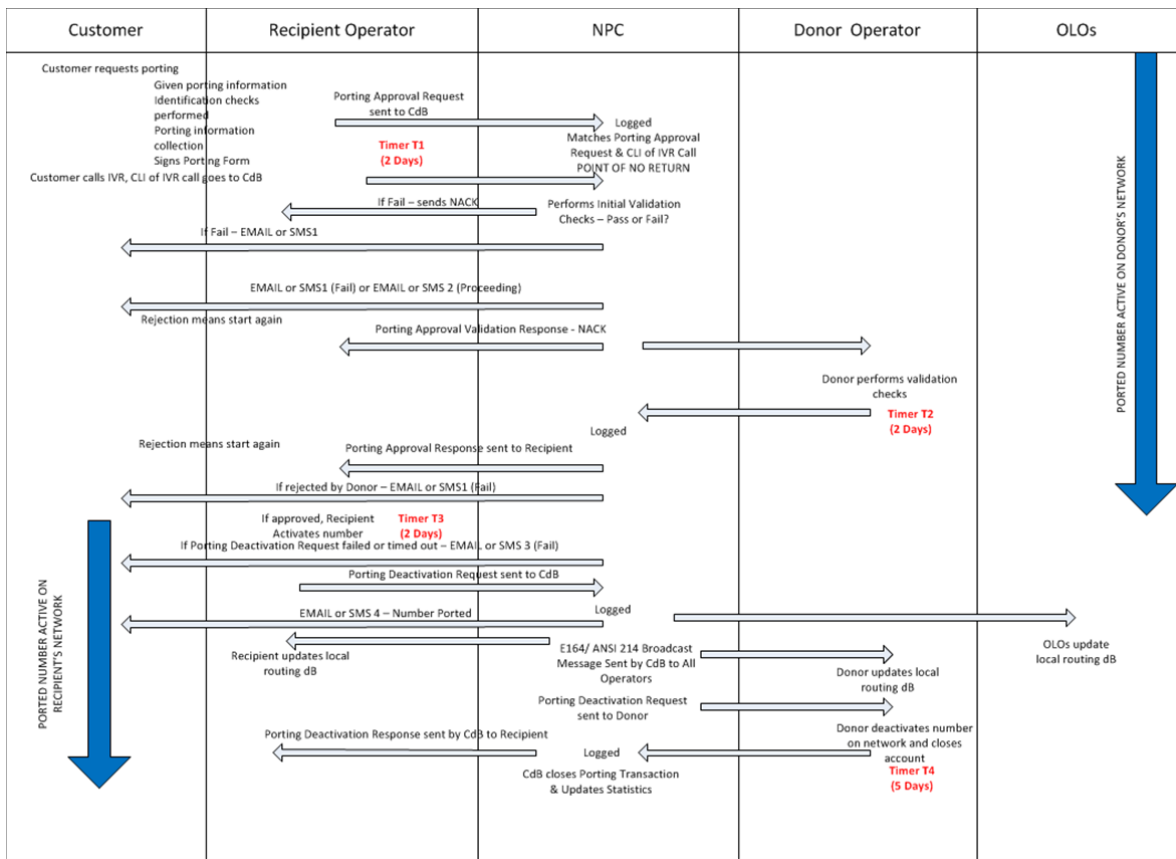


Figure 1: Porting Process Steps

### 3.5 Treatment of non-personal post-pay accounts

- 3.5.1 Non-personal post-pay accounts are accounts held by companies and other organisations.
- 3.5.2 For such accounts there are two cases:
  - a) The account contains the name of an authorised signatory that is specified on the bill and;
  - b) There is no authorised signatory specified on the bill.
- 3.5.3 Where the account contains the name of an authorised signatory, that person shall be authorised to conduct the port as the “Subscriber”.
- 3.5.4 For non-personal post-pay accounts which do not bear the name of the authorised signatory for the Subscriber, then the Recipient Operator shall require the porting form to be signed by an appropriate authorised or delegated representative of the organisation using the form set out in Appendix 5, and shall check the identity of the representative and documentation proving that they are the authorised or delegated representative. Once verified that person shall be authorised to conduct the port as the “Subscriber”.

### **3.6 Treatment of multi-line accounts**

- 3.6.1 A single porting request form may be signed for more than one number irrespective of the method used by the Operators to handle the request but Operators may use separate forms for each number if they wish. The Recipient Operator must use separate porting request forms for porting transactions involving different Donor Operators (i.e., porting request forms cannot contain numbers currently serviced by different Donor operators).
- 3.6.2 The Recipient Operator may choose either of the following approaches or a combination of them relating to different numbers within the total set of numbers to be ported:
- a) Individual numbers may be ported separately as separate transactions using the same procedure as for a single number account except that the numbers may share the same porting request form; or,
  - b) A contiguous or non-contiguous set of numbers (including multiple blocks) may be ported as a single transaction with any one of the numbers being specified for matching with the IVR call. If the Donor Operator refuses to port any number out of this set then the whole transaction is refused. All numbers within the porting request will be ported at the same time.
- 3.6.3 In practice the Recipient Operator should avoid sending numbers that may be refused in a block with other numbers.
- 3.6.4 Multiple porting requests cannot be raised or used for the porting of multiple Pre-paid numbers since Pre-paid numbers by definition do not belong to a single account hierarchy with the Donor Operator. Recipient Operators wishing to port multiple Pre-paid numbers should initiate multiple single number porting requests.

### **3.7 Porting hours, batch processing and batch limits**

- 3.7.1 The porting process will start when an agreement to port a number has been concluded. An agreement is assumed to have taken place once the NPC matches the Porting Approval Request from the Recipient Operator with the Subscriber's Validation call. For the avoidance of doubt, porting is subject to technical feasibility and all Operators will use best endeavours to resolve any technical matters which might result in the refusal or rejection of a porting transaction.
- 3.7.2 The NPC's porting window is 08.30 AM - 10.00 PM, Monday to Friday, excluding Bahamas Public Holidays. The Recipient Operator may accept requests for porting at any time and may send a Porting Approval Request to the NPC at any time. The Operators are required to process porting transactions during working hours, 08.30 AM to 5.00 PM on any Porting Day. Therefore, for the purposes of these FNP Business Rules:
- a) any message received by an Operator before 5.00PM on a Porting Day shall be deemed to have been received on that Porting Day;

- b) unless otherwise specified, where an action that is required to be taken or done by an Operator on a Porting Day, that action must be taken or thing must be done prior to 5.00 PM on that Porting Day.
- 3.7.3 The Donor Operator shall respond by no later than 5.00 PM on the next Porting Day to any Porting Approval Request that it receives on a Porting Day.
- 3.7.4 Where the Recipient Operator has received a Porting Approval Response that accepts the porting by 5.00 PM on a Porting Day, the Recipient Operator shall take the necessary actions (see later) and send the subsequent Porting Deactivation Request by no later than 5.00 PM on the day after the second day after the Porting Approval Response is received.
- 3.7.5 The Donor Operator shall respond to any Porting Deactivation Request by no later than 5.00 PM on the Porting Day after the Porting Day on which it was received.
- 3.7.6 Notwithstanding the limited porting hours, the NPC is available 24 hours per day, seven (7) days per week, including Public Holidays to support testing, save for nominated maintenance windows.
- 3.7.7 Figure 1 below illustrates the timeline for Porting Approval Requests.

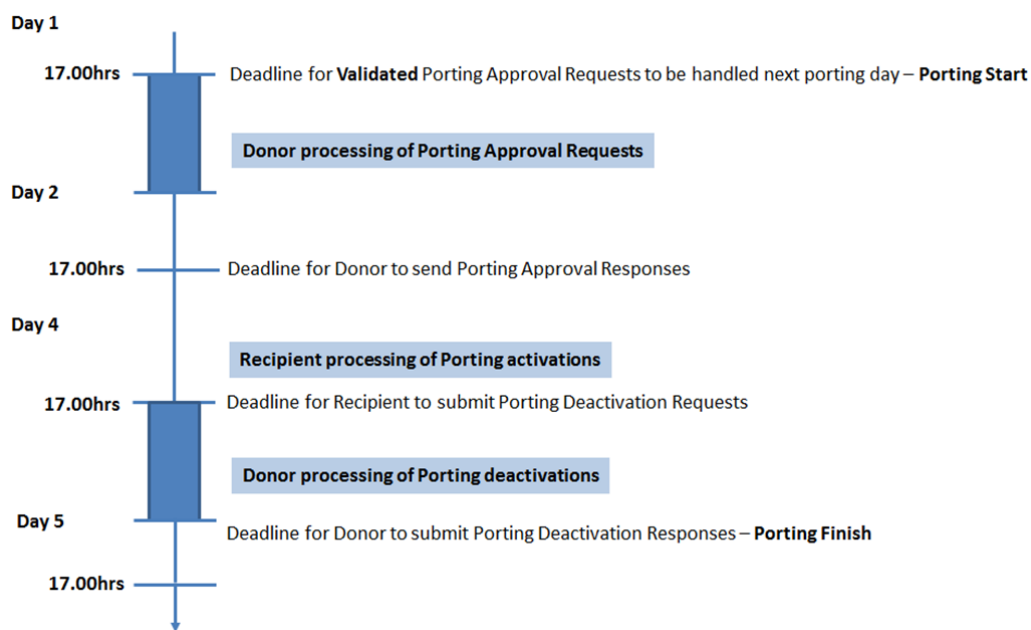


Figure 2 - Porting Process Timeframes

- 3.8 Porting messages may be sent outside normal working hours, except as follows:
- a) During maintenance: With manual Operators via a GUI, if the NPC is out of service then the GUI will not work and so no messages will be lost.
  - b) For operators using electronic exchange of porting messages with the NPC (e.g., webservice/XML), the Operator’s underlying message exchange mechanism should ensure that messages cannot be sent to the NPC that is out of service.



### **3.9 General Considerations**

- 3.9.1 Subscribers may have complex contractual agreements with the Donor Operator involving benefits and a minimum period of contract. Subscribers may be uncertain of the details of these agreements such as the termination date of the contract and the penalty payable for early termination. The Recipient Operator should advise the Subscriber to ascertain any early termination penalties with the Donor Operator before they sign the Porting Request Form.
- 3.9.2 Any early termination charges shall be paid by the Subscriber to the Donor Network once the porting process has been completed; however payment of such charges shall not affect the porting process.
- 3.9.3 The Subscriber may not cancel porting by contacting the Donor Operator.
- 3.9.4 After receipt of a Porting Approval Request message, the Donor Operator shall not contact the Subscriber to make special offers to retain or “Win-back” the Subscriber (see Section 12.3) for sixty (60) days following the completion of the porting transaction. The Recipient Operator may resubmit a previously rejected porting request within 7 days of the date the previous porting request was rejected. During the 7-day re-submission period, the Donor operator is not allowed to contact the Subscriber

### **3.10 Response Timeframes and Porting Procedure Timeline**

- 3.10.1 The following timeframes shall apply to the Operator’s responsibility to respond to messages forwarded by the NPC with the appropriate reply or action as indicated by these FNP Business Rules:
  - a) “Deadline 1”: 5.00 PM on the Porting Day immediately following the Porting Day on which the Porting Approval Request was received from the NPC, by which time the Donor Operator shall transmit the Porting Approval Response to the Recipient Operator via the NPC.
  - b) “Deadline 2”: 5.00 PM on the second Porting Day after the Porting Day on which the Porting Approval Response was received from the NPC, provided that the Porting Approval Response was received by 5.00 PM on a Porting Day, by which time the Recipient Operator shall activate the number on its network and transmit the Porting Deactivation Request to the Donor Operator via the NPC.
  - c) “Deadline 3”: 5.00PM on the Porting Day immediately following the Porting Day on which the Porting Deactivation Request was received, by which time the Donor Operator shall complete the actions set out in Section 9.1.1.

Failure by any Operator to complete a required action before the relevant Deadline in respect of any porting transaction shall be logged by the NPC and reported to URCA.

3.10.2 The following are the NPC's timeout periods applicable to each Porting Approval Request or Porting Approval Response. Failure by Operators to comply with any of these timeframes shall result in the porting transaction being aborted:

- a) "Time Limit 1": 5:00 PM on the third Porting Day following the day of receipt of the Porting Approval Request by the NPC;
- b) "Time Limit 2": 5:00 PM on the third Porting Day following the day of receipt of the Porting Approval Request by the Donor Operator;
- c) "Time Limit 3": 5:00 PM on the fourth Porting Day following the day of receipt of the Porting Approval Response by the Recipient Operator;
- d) "Time Limit 4": 5:00 PM on the third Porting Day following the day of receipt of the Porting Deactivation Request by the Donor Operator;

Failure by any Operator to complete a required action before the relevant Time Limit in respect of any porting transaction shall be logged by the NPC and reported to URCA.

3.10.4 Figure 2 below illustrates the states of the NPC during the entire porting process.

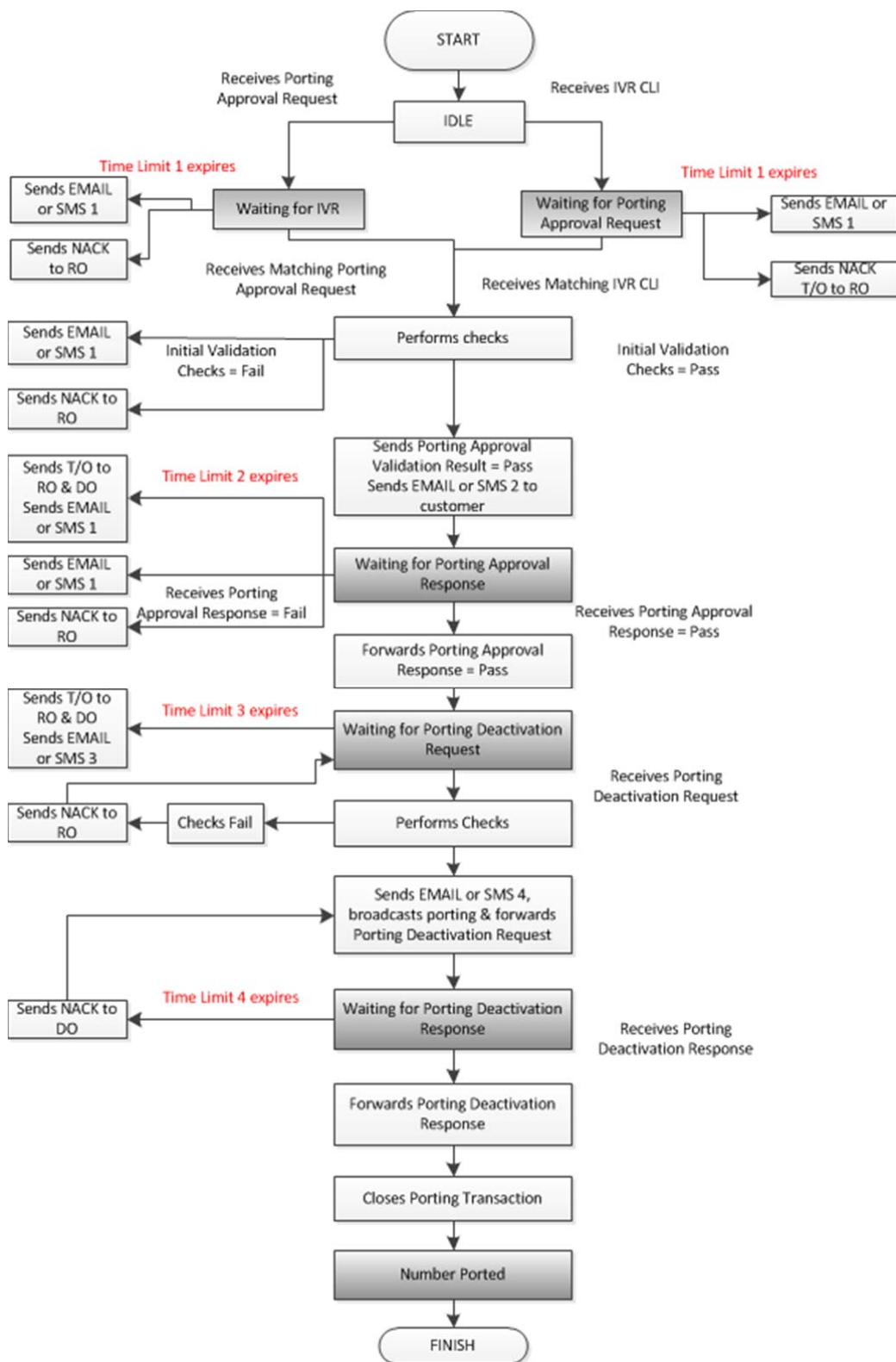


Figure 1 - NPC States during the Porting Process

3.10.5 The following are the email or SMS messages that may be sent by the NPC to the Subscriber during the porting process:

| Message           | Header  | Text  |
|-------------------|---------|---|
| email-1/<br>SMS-1 | Porting | Your porting request has failed. Please contact your new operator for further details.                  |
| email-2/<br>SMS-2 | Porting | Thank you for your message. Your porting request is being processed.                                    |
| email-3/<br>SMS-3 | Porting | Porting error. Please contact your new operator for further details.                                    |
| email-4/<br>SMS-4 | Porting | Your telephone number(s) will be ported soon and will be activated on the network of your new operator. |

3.10.6 The following email/SMS message that may be sent by the NPC to the Subscriber to provide the PIC required to validate block or multiple number porting requests:

*“Please call +1 242 300 7678 with phone number \*\*\*\*\* with \*\*\*\* to authorise your porting request. “*

## **4 Recipient Operator Subscriber Handling and Initial Verification**

### **4.1 Introduction**

- 4.1.1 These FNP Business Rules do not seek to unduly fetter the Recipient Operator in how it organises its retail and customer acquisition processes, or how it provides number portability to Subscribers and potential Subscribers.
- 4.1.2 Notwithstanding the foregoing, number portability is permitted only where the legal entity who requests number portability from the Recipient Operator is the same legal entity that holds the account with the Donor Operator or can demonstrate ownership of the number being ported. Where a change of the legal entity is required, for example from a personal account to a corporate account, this change should be made either with the Donor Operator before the porting process is started, or with the Recipient Operator after the porting process has been completed.
- 4.1.3 Once started, the porting process is designed to be carried out as quickly as possible. It does not accommodate long delays in the middle of the process. Therefore if the Subscriber wishes to arrange for porting to take place at a specific date and time in the future, the Recipient Operator can either:
  - a) Store the porting request and submit it to the NPC at a later date which satisfies the wishes of the Subscriber; or,
  - b) Advise the Subscriber that they should submit the porting request at a later date, calculated to result in porting within the required timeframe.
- 4.1.4 In the case of accounts with multiple numbers, a subset of the numbers may be ported as individual numbers with the others remaining with the existing Operator.

### **4.2 Responsibilities of the Recipient Operator**

- 4.2.1 The Recipient Operator shall have the following responsibilities when accepting a porting request from any person.
  - R1: The Recipient Operator or its agent shall advise all Subscribers that request number portability that:
    - a) porting will be refused if the Subscriber gives incorrect information about their account or if the Subscriber's account is suspended or the sending of outgoing traffic (calls and/or messages) is barred by the Donor Operator at the time the Porting Approval Request is submitted;
    - b) the Subscriber will have to provide all details to the Recipient Operator as no details or arrangements will be shared between the Donor Operator and the Recipient Operator;

- c) the Subscriber remains liable to pay any outstanding sums to the Donor Operator. If the Subscriber ports their number before a minimum term contract has expired they will be liable to pay any early contract termination charges. The Recipient Operator should expressly advise the Subscriber that these charges may be equal to or greater than the number of remaining months of their contract multiplied by the monthly subscription rate;
- d) Some services provided by the Donor Operator may not be available with the Recipient Operator;
- e) Voicemail messages held on the Donor Operator's systems will be lost at the time of porting;
- f) Numbers can only be ported within the same island;
- g) The cost of calls originated by and terminated to the number(s) to be ported may be more expensive after the porting process is completed;
- h) For Pre-Paid accounts, Subscribers will lose any unused credit balance at the time their number is ported; and,
- i) Once the NPC matches the Porting Approval Request from the Recipient Operator with the Subscriber's Validation call, the Subscriber may not cancel the porting process.

R2: The Recipient Operator shall obtain ID information from the Subscriber (see definitions).

R3: The Recipient Operator shall verify that the person requesting porting is the Subscriber in relation to the account with the Donor Operator from which the number is being ported, or is duly authorised by the Subscriber. The Recipient Operator shall require the Subscriber to provide a copy of a bill from the Donor Operator for the number to be ported which is not more than three (3) months old, or a printout of their Subscriber details from the Internet which is not more than one (1) month old, and shall verify the authority of the requesting person as follows:

- a) If the account is personal, or if it is non-personal but bears the name of the authorised signatory for the Subscriber entity, the Recipient Operator shall check the identity information of the person requesting porting against the information about the authorised signatory on the Donor Operator's bill or account information provided. If the person requesting porting is the authorised signatory, the process may proceed. If not, the Recipient Operator shall advise the Subscriber to contact the Donor Operator to correct the information, obtain a corrected bill or account information, and then request number portability. The Recipient Operator should accept a marriage certificate

or other legal documentation as evidence of a change of name and accept the match of identity information from one name and account information with another name, provided that the names are linked by appropriate legal documentation.

- b) If the account is non-personal and does not bear the name of the authorised signatory for the Subscriber, then the Recipient Operator shall require the porting form to be signed by an appropriate authorised or delegated representative of the Subscriber using the form of words provided in Appendix 5, and shall check the identity of the representative and documentation proving that they are the authorised or delegated representative.

Porting requests involving Pre-Paid accounts do not require the checking by the Recipient Operator of the Donor Operator's bill since Pre-Paid accounts do not generate bills.

The Subscriber may still proceed to take a new account with the Recipient Operator but without number portability until this check has been passed.

The Recipient Operator may check the account on the Internet in the presence of the Subscriber if the Subscriber has on-line access to their account with the Donor Operator and the Recipient Operator prints out the information showing the account holder's name.

- R4: The Recipient Operator shall require the Subscriber to sign the Porting Request Form in the form set out in Annex 1, in which the Subscriber requests porting, and appoints the Recipient Operator as their agent to port their number(s) from the Donor Operator and close their account with the Donor Operator if possible.
- R5: The Recipient Operator shall retain, for at least six (6) months from the date on which the porting was completed, copies of:
  - a) the signed Porting Request Form;
  - b) all identity information used;
  - c) any evidence of the authorised or delegated status of the representative of a non-personal Subscriber;
  - d) the bill or printed out account information (not required for Pre-paid customers); and
  - e) a record of the person who made the identity check and the time and date when it was made.
- R6: The Recipient Operator shall provide the Subscriber with instructions as to how to Validate and approve the porting request.
- R7: When all the above requirements have been met, the Recipient Operator shall send the Porting Approval Request to the NPC.

R8: Where the Subscriber has requested to only port their voice services to the Recipient Operator but retain their non-voice services (such as Broadband) with the Donor Operator, the Recipient Operator shall notify the Donor Operator, via the NPC, of the Subscriber's election to retain their non-voice services with the Donor Operator.

4.2.2 The following guidelines must be followed by the Recipient Operator when verifying ID information and obtaining signed documents:

- a) The Recipient Operator should ensure that relevant documents have been signed by the Subscriber or its authorised representative, in the presence of the Recipient Operator's staff or agents;
- b) The Recipient Operator must inspect the ID information of the Subscriber or the Subscriber's authorised representative's in the presence of the Subscriber or the Subscriber's authorised signatory. Therefore copies sent by mail or fax or other form of electronic communications may not be used; and,
- c) A signature may be given by an authorised representative under a Power of Attorney provided that the Recipient Operator checks the Power of Attorney and the identity of the person signing under the Power of Attorney through checking their identity.

### **4.3 Multiple number portings**

4.3.1 It shall be possible to port multiple numbers (multiple numbers are considered to be two or more numbers) as a single transaction provided that the numbers are all under the same account with the Donor Operator. The numbers to be ported need not be contiguous. The porting of all of the numbers included in the transaction may be validated by a Validation call to the IVR enabled number, +1 242 300 7672/ 300 PORB, from any one of the numbers in the porting request.

4.3.2 If a large list of numbers is to be ported then the Recipient Operator may wish, on its own initiative or at the Subscriber's request, to divide the porting into subsets ported on different days. Each subset shall be made by a separate Porting Approval Request and will be processed as a separate porting transaction.

4.3.3 Multiple number portings shall be handled through the NPC in the same way as single number portings, except that where the volume of numbers to be ported will materially impact the ordinary day to day porting traffic the Recipient Operator should contact the Donor Operator by email to give a reasonable advance warning of the start date for the porting, the list of numbers to be ported, and the start dates for each transaction if the numbers are being ported in subsets using different transactions on different days. The Donor operator shall not use this warning information for Win-back.



4.3.4 Transactions involving ten or more numbers shall not be included in any assessment of the service levels provided by the NPC but shall be performed on a “best efforts” basis.

#### 4.4 Non-personal accounts

4.4.1 Non-personal Accounts are those held by organisations such as companies, partnerships, Government Departments and clubs where the account is in the name of the organisation rather than of any individual.

4.4.2 For accounts in the name of an organisation, the Porting Request Form shall be accompanied by a letter on the letterhead paper of the organisation. The letter shall be signed by an authorised signatory and shall explicitly authorise the porting by specifying the numbers to be ported within the authorised transactions and (where applicable) the closure of the account with the Donor operator. Only the following combinations may be accepted:

|          | <b>Porting arranged by<br/>(e.g. person in store)</b> | <b>Authorisation letter<br/>signed by</b>                         | <b>Porting Request Form<br/>signed by</b> |
|----------|---|---|---|
| Option A | Authorised signatory                                  | Authorised signatory  | Authorised signatory                      |
| Option B | Delegated authority                                   | Authorised signatory<br>& Countersigned by<br>delegated authority | Delegated authority                       |

A template Letter of Authorisation is provided in Annex 5.

4.4.3 The Recipient Operator shall check that:

- a) The Donor Operator’s bill shows all the numbers to be ported;
- b) The organisation name shown as the account holder on the Donor Operator’s bill matches the organisation name on the letterhead;
- c) The signatures on the Porting Request Form and the Letter of Authority conform to option A or Option B in the above table and;
- d) The person requesting the porting matches the photograph on the ID and the name on the ID matches the Authorised signatory in the case of Option A or the Delegated authority in the case of Option B.

4.4.4 The Recipient Operator shall enter the transaction request or requests for the porting in the database and shall advise the Subscriber to conduct the Validation. For each porting transaction, one of the numbers to be ported in that transaction shall be used for making the Validation call, or alternatively the NPC on receipt of a Porting Approval Request from the Recipient Operator will send a unique porting identification code (PIC) to the Subscriber at their nominated mobile number via SMS or email address which the Subscriber will use to make the Validation call.

- 4.4.5 If the list of numbers to be ported is being divided into subsets as separate transactions to be ported in stages on different days then each transaction should be entered separately.
- 4.4.6 The Donor Operator may request by sending an email to the Recipient Operator, for the Recipient Operator to provide a copy of the Porting Request Form and/ or any letter of authorisation from a responsible signatory of the Subscriber. The Recipient Operator must provide the requested documents by email within 2 working days of receiving the request from the Donor Operator; however the porting process must continue without delay or interruption to completion whilst the requested documents are being provided by the Recipient Operator to the Donor Operator. Should the porting request be subsequently proven to be inappropriate or not authorised by the Subscriber, then the porting transaction will be reversed using the reverse porting/ emergency repatriation process.

#### **4.5 Summary of information sent by the Recipient Operator via the NPC to the Donor Operator**

- 4.5.1 The following table summarises the information in addition to the number to be ported to be sent by the Recipient Operator via the NPC to the Donor Operator for the different cases:

| <b>Account type</b> | <b>Personal account</b>  | <b>Non-personal account</b>   |
|---------------------|--|---|
| Information         | <ul style="list-style-type: none"> <li>- Porting Approval request number;</li> <li>- Confirmation that identity information has been checked and retained that matches the account information;</li> <li>- Number or Number(s)/ range to be ported;</li> <li>- Donor Operator for the Number or Number(s)/ range to be ported;</li> <li>- Confirmation of whether the Subscriber wishes to retain their non-voice services with the Donor Operator.</li> </ul> | <ul style="list-style-type: none"> <li>- Porting Approval Request number;</li> <li>- Confirmation that identity information has been checked and retained that matches the account information or that the person is an authorised representative;</li> <li>- Number or Number(s)/ range to be ported;</li> <li>- Donor Operator for the Number or Number(s)/ range to be ported;</li> <li>- Confirmation of whether the Subscriber wishes to retain their non-voice services with the Donor Operator.</li> </ul> |

## **5 NPC Verification of the Porting Approval Request**

### **5.1 NPC Verification Checks**

- 5.1.1 Activity by the NPC is triggered by the receipt of both a Porting Approval Request and a matching Validation call from the Subscriber. The order of receipt of the Porting Approval Request and the Validation call by the NPC do not matter.
- 5.1.2 Successful Validation occurs where the CLI for the Validation call matches the number to be ported in a Porting Approval Request, or the correct PIC is entered by the Subscriber. Where the Validation call is made from the number to be ported, the call shall serve as confirmation that the number is active on the Donor Operator's network.
- 5.1.3 The Recipient Operator shall not allow the Subscriber to request postponement of the porting after the NPC has successfully validated the Porting Approval Request.
- 5.1.4 Where the matching of the Porting Approval Request with the corresponding Validation call from the Subscriber is successful, the NPC shall check the Porting Approval Request to ensure that:
  - a) The identity of the Donor Operator is consistent with the information held by the database;
  - b) The number to be ported is not already subject to a porting process;
  - c) Recipient Operator has confirmed that it has checked and recorded the ID information;
  - d) The Recipient Operator has confirmed that it has checked ID information against the account information and found a reasonable match;
  - e) The Porting Start Date is less than or equal to sixty (60) calendar days after the date of the most recent previous porting of the number to be ported.

### **5.2 NPC Responses to Porting Approval Request**

- 5.2.1 Where any of the checks in Section 5.1.4 above fails, the NPC shall send a NACK message including the appropriate error code(s), as set out in Annex 3.3.
- 5.2.2 When Validation is successful, and the checks set out in Section 5.1.4 are passed, the NPC shall:
  - a) send the Initial Validation Response message to the Recipient Operator confirming that the porting is proceeding;
  - b) send an email (or SMS to a mobile number specified by the Subscriber) to the Subscriber: and,
  - c) send the Porting Approval Request to the Donor Operator.
- 5.2.3 In the event that a Porting Approval Request is not validated by Time Limit 1, the NPC shall:
  - a) Send a Time Out Message to the Recipient Operator; and,

b) Discard the Porting Approval Request.

5.2.4 The following provisions apply to information entered into the Porting Approval Request:

a) "Start Date" – this field is not completed by the Recipient Operator since the NPC automatically enters the current date if the time when the Porting Approval Request is sent is two (2) Porting Days before the end of the porting window.

b) "Modified" – This is the date when the request was last modified. For a request that has never been modified this will be the date when the request was entered.

c) "Due Date" – If the Porting Approval Request is sent to the Donor Operator before the end of the Porting Window on a Porting Day, then the NPC shall set the Due Date parameter in the Porting Approval Request to be the second Porting Day following. Otherwise, the NPC shall set the Due Date parameter in the Porting Approval Request to be the third Porting Day following.

## **6 Actions by the Donor Operator on receiving a Porting Approval Request**

### **6.1 Introduction**

6.1.1 The provisions of this Section apply separately for each transaction.

### **6.2 Requirements of the Donor Operator**

6.2.1 The following requirements apply on receipt of a Porting Approval Request that has been Validated and verified by the NPC.

6.2.2 Any fixed telephone number may be ported unless the voice telephony service related to that number is subject to a valid suspension which commenced prior to the Subscriber's Validation of a porting request, and which had the effect of preventing the Subscriber from making outgoing voice calls using that number. A Donor Operator shall not reject any Porting Approval Request received in respect of a number unless the Subscriber's service related to the number to be ported was subject to a valid suspension prior to the Validation of the Porting Approval Request.

6.2.3 If the Porting Approval Request is rejected, the Donor Operator shall indicate the results of each check that it has performed. Where a block of numbers is being ported and a refusal reason relates to a specific number then the Donor Operator shall indicate which number the refusal reason relates to. Failure of one number in a block will result in the entire porting transaction being rejected.

6.2.4 The Donor Operator may omit any checks that it wishes; however, all checks which the Donor Operator intends to carry out in respect of a transaction shall be performed and all refusal reasons shall be given in a single Porting Approval Response. For example, the Donor Operator shall not send a Porting Approval Response after it has encountered one reason for refusal but before it has completed all the checks.

6.2.5 Without prejudice to the generality of the foregoing the Donor Operator shall comply with the following:

R10: The Donor Operator shall handle all Porting Approval Requests in the order in which they were received.

R11: The Donor Operator shall check that the Subscriber is not already subject to suspension of any service for reasons unrelated to payment. If the Donor Operator refuses the port for such reasons it shall indicate in its Porting Approval Response the appropriate rejection code set out in Annex 4.

R12: The Donor Operator shall send a Porting Approval Response, either authorising or refusing the porting, to the Recipient Operator via the NPC by no later than 5.00 PM on the Due Date set out in the Porting Approval Request.

- 6.2.6 If the NPC does not receive a Porting Approval Response by 5.00 PM on the Due Date set out in the Porting Approval Request, the NPC should contact the Donor Operator and the Donor Operator should explain the reason to the NPC. The NPC may wait to receive a late Porting Approval Response from the Donor Operator or may advise the Recipient Operator who may terminate the process and start it again later if necessary.
- 6.2.7 If the Porting Approval Response is not sent by 5.00 PM by the Due Date set out in the Porting Approval Request then it shall be sent as soon as possible thereafter. If the Porting Approval Response has not been sent to the NPC by Time Limit 2, then the porting transaction shall be aborted by the NPC.
- 6.2.8 The failure by any Operator to provide a response within the time specified in these FNP Business Rules shall be a breach of these rules, which will be logged by the NPC and reported to URCA.

## **7 Activation by the Recipient Operator**

### **7.1 Activation**

- 7.1.1 If the porting has been approved by the Donor Operator, upon receipt of the Porting Approval Response from the NPC the Recipient Operator shall activate the ported number(s) on its network, and send the Porting Deactivation Request to the Donor Operator via the NPC.
- 7.1.2 Where a block of numbers is being ported using separate porting transactions for each number, the porting process applies separately to each transaction and so to each number for which porting is requested. Consequently, some numbers in the block may be ported while other numbers in the same block may not if they have been refused or failed the Validation or approval stages of the process.
- 7.1.3 Where a block of numbers is being ported as a single porting transaction, the porting shall continue only if no refusal reason has been given in the Porting Approval Response for any of the numbers included in the transaction. If a subset of the set of numbers to be ported has been refused then the porting shall not continue even for the numbers for which no refusal has been given. The Recipient Operator may request a separate new porting transaction for the numbers for which no refusal has been given.
- 7.1.4 If the Porting Approval Request has been refused, the Recipient Operator may consult the Subscriber to resolve the problem and may submit a new Porting Approval Request. After two refusals for the same number the Recipient Operator shall not submit further requests until it has resolved the problem with the Donor Operator.

### **7.2 Sending of the Porting Deactivation Request**

- 7.2.1 Provided that the Porting Approval Response has been received by 5.00 PM on a Porting Day, the Recipient Operator shall activate the number on its network and send the Porting Deactivation Request by 5.00 PM on the second Porting Day after the Porting Day on which the Porting Approval Response was received. Where the Porting Approval Response is received on a day other than a Porting Day or after 5.00 PM on a Porting Day, the Recipient shall activate the number on its network and send the Porting Deactivation Request by 09.00AM on the following Porting Day (Deadline 2), i.e. on the third Porting Day after the Porting Day on which the Porting Approval Response was received.
- 7.2.2 If the Recipient Operator is unable to send the Porting Deactivation Request within the expected timescale, it may send the Porting Deactivation Request at any time up to Time Limit 3. If the Recipient Operator does not send the Porting Deactivation Request by Time Limit 3 then the NPC will abort the porting and the Recipient

Operator shall deactivate the ported number. The Recipient may restart the porting process if appropriate.

## **8 NPC Verification of Porting Deactivation Request**

### **8.1 NPC Verification Checks**

8.1.1 The NPC will perform the following checks on the Porting Deactivation Request message:

- a) The number to be ported is the subject of an Porting Approval Request made by the same Recipient Operator and the Porting Deactivation Request has been sent within the correct time window;
- b) The number is not currently subject to a porting process (i.e. the instruction has been sent twice in error and already actioned) and;
- c) A Porting Deactivation Response has not already been sent.

8.1.2 If any of the checks in Section 8.1.1 above fail, the NPC shall send a NACK to the Recipient Operator with the relevant error code as set out in Annex 3.3. The Recipient Operator may resubmit the Porting Deactivation Request once it has addressed the reason for failure indicated by the NPC.

### **8.2 NPC Messaging**

8.2.1 If the Porting Deactivation Request passes all of the checks in Section 8.1.1 above, the NPC shall:

- a) send an E164 Ported message to all other Operators;
- b) send an email or SMS to the Subscriber at the nominated contact point to advise that the porting transaction will be completed successfully (see Section 5.3.4, Email 4); and,
- c) forward the Porting Deactivation Request to the Donor Operator.

8.2.2 Following the sending of the messages set out in Section 8.2.1 above:

- i. Originating calls can then be made from the Recipient's Network;
- ii. Calls originating on the Recipient Network will be received by the Subscriber on the Recipient Network;
- iii. Calls originating from the Donor Network will be routed to the Subscriber on the Recipient Network; and,
- iv. Calls from other Operators will be routed to the Subscriber on the Recipient Network.

8.2.3 The NPC can, [at the request of an Operator] send the E164 Ported message to a handling point at the Operator that is different from that used for other messages from the NPC.

8.2.4 Operators shall process E164 messages from the NPC and update their routing databases in real-time to ensure that routing traffic is not unnecessarily disrupted.



Local routing databases and systems must be updated within two minutes of receiving each E164 message from the NPC. Batch or delayed processing of NPC E164 messages is not permitted.

## **9 Actions following a Porting Deactivation Request**

### **9.1 Donor Operator Obligations**

9.1.1 The following requirements apply on receipt of a Porting Deactivation Request.

R10: The Donor Operator shall handle all Porting Deactivation Requests in the order in which they were received.

R13: The Donor Operator shall perform the following actions:

- a) deactivate the ported number on its network;
- b) close any mailboxes with the loss of any messages stored in them and any other services attached to the ported number; and
- c) send a Porting Deactivation Response to the NPC.

9.1.2 The actions in Section 9.1.1 shall be completed by 5.00PM on the Porting Day immediately following the Porting Day on which the Porting Deactivation Request was received.

### **9.2 Updating of the NPC**

9.2.1 Immediately upon receipt of a positive Porting Deactivation Response, the NPC shall:

- a) update its records of the Operator that is serving the ported number and;
- b) forward the Porting Deactivation Response to the Recipient Operator.

### **9.3 Recipient Operator's Obligations**

9.3.1 On receiving a successful Porting Deactivation Response, no further action is needed by the Recipient Operator.

### **9.4 Actions by other Operators**

9.4.1 Upon receiving an E164 Ported message, an Operator, other than the Donor Operator and the Recipient Operator, that is using "All Call Query" routing shall update its routing information in real-time and no later than two minutes from the time that the E164 broadcast message was sent out by the NPC .

## **10 Subsequent Porting of Ported Numbers**

### **10.1 Porting back to the Block Operator**

10.1.1 Where the Subscriber requests porting back to the Block Operator (i.e., where the Recipient Operator is the Block Operator), the porting procedure specified above shall apply with the following exceptions:

- a) The NPC shall remove the number from the list of ported numbers;
- b) The Recipient Operator shall remove any direct routing applied to support previous porting of the number; and,
- c) All Operators shall update their local copies of the NPC used for routing or routing tables to ensure the correct routing code or approach is applied to route traffic directly to the number on the Block Operator's Network.

### **10.2 Subsequent Porting where neither Donor Operator nor Recipient Operator is the Block Operator**

10.2.1 Where the Subscriber requests porting where neither the Donor Operator nor the Recipient Operator is the Block Operator, the normal porting procedure shall apply.

### **10.3 Termination of Service of a Ported Number**

10.3.1 Where a Subscriber terminates service after having ported their number away from the Block Operator's network, the Block Operator must be informed so that direct routing of calls can be ceased when the provision of service ceases on the ported number (and the number can eventually be returned to the Block Operator).

10.3.2 Upon termination the Recipient Operator shall send an E164 Terminated message to the NPC immediately. In the event of termination due to inactivity (e.g., of Pre-paid accounts or closure of the post-paid account) the E164 Terminated message shall be sent immediately after the Recipient Operator has completed its normal quarantine process for inactive ported numbers.

10.3.3 If, before sending the E164 Terminated message, the former Recipient Operator receives a request from the same Subscriber to re-activate the account and the number, then the Recipient Operator may re-activate it.

10.3.4 Thirty (30) days after receiving the E164 Terminated message, the NPC shall:

- a) remove the number from the list of ported numbers; and,
- b) send a copy of the E164 Terminated message to all Operators.

- 10.3.5 If, during the thirty (30) day period referred to in Section 10.3.4 above, the former Recipient Operator receives a request from the same Subscriber to re-activate the account and the number, then the Recipient Operator may reactivate the account and the number, in which case it shall send an E164 Reactivate message to the NPC and upon receipt of the E164 Reactivate message, the NPC shall remove the number from the queue of numbers being terminated.
- 10.3.6 An Operator shall not in any circumstances allocate a number that is not from a block of numbers allocated to it by URCA, i.e., they may not re-allocate a number that they have ported in by one Subscriber, to a different Subscriber.
- 10.3.7 On receipt of an E164 Terminated message, the Block Operator shall apply its normal quarantine rules before re-allocating the number.

## **11 Database logs and reporting of late responses**

### **11.1 NPC Daily Publication of Late Porting Actions**

11.1.1 At 6.00 PM on each Porting Day, the NPC will make available to each Operator involved as either Donor Operator or Recipient Operator, and to URCA, a list of the actions that have:

- a) exceeded their time limits and remain active but incomplete; and
- b) exceeded their time limits and have been aborted on that day.

11.1.2 In each case the data will include:

- a) The porting reference number;
- b) The number to be ported;
- c) The code for the Recipient Operator;
- d) The code for the Donor Operator;
- e) Current state of porting if active or indication that the porting has been aborted and;
- f) Date and time entered current state, failed a specified timer or when aborted.

## **12 Rules on Cooling-off, Emergency Repatriation, Reverse porting, and Win-back**

### **12.1 Cooling-off**

- 12.1.1 The cooling-off period gives the Subscriber a right to cancel a new contract to which it has ported its number and have the number returned to its previous Operator. It does not remove any otherwise existing obligation to pay for call charges, to pay early termination charges, or to return any equipment that is part of a service package. The Cooling-off period for fixed number portability in The Bahamas is fourteen (14) calendar days, that is, a Subscriber shall be allowed to port back to the Donor Operator in their last porting transaction within fourteen (14) days of completion of that transaction.
- 12.1.2 Portings within sixty (60) calendar days of a previous porting will normally be refused unless cooling-off applies.
- 12.1.3 Cooling-off has not been implemented for fixed number portability in The Bahamas at this time, and except in exceptional circumstances with the prior approval of URCA and the agreement of the relevant Donor Operator and Recipient Operator, porting back to the previous Donor Operator shall not be permitted within sixty (60) calendar days of a previous porting.
- 12.1.4 Where a cooling-off transaction is permitted, the following procedures shall apply:
- a) The Subscriber should contact the current Operator (former Recipient) to agree that they can leave under cooling-off. This will enable this Operator to consider the cooling-off request and confirm their approval for the cooling-off request to be processed.
  - b) If the Subscriber contacts the new Recipient Operator (former Donor) first and informs that they wish to return to them under cooling-off, then the new Recipient Operator should advise the Subscriber to arrange cooling-off with the current Operator (former Recipient) before requesting porting.
  - c) The Operators involved should seek and obtain URCA's prior approval for the porting transaction. Once URCA's approval is received the current Operator should advise the Subscriber accordingly.
  - d) Following notification of approval for the transaction by the current Operator (former Recipient), the Subscriber should request a new account with the new Recipient Operator (former Donor) whom they are re-joining, and initiate a new porting to transfer the number to them. This porting transaction is a normal porting transaction. The current Operator (former Recipient) should contact the new Recipient (former Donor) to confirm that they have authorised cooling-off.

- e) The new Recipient Operator will submit a new Porting Approval Request to the NPC with the cooling-off/ emergency repatriation indicator marked. The marking of the cooling-off/ emergency repatriation indicator will signal to the NPC to proceed with performing the initial Validation checks and subsequent submission of the validated porting approval request to the new Donor Operator (former Recipient operator) without the need to match the Porting Approval Request with a corresponding customer IVR Validation call.
- 12.1.4 On receipt of the Porting Approval Request from the NPC with the cooling-off/ emergency repatriation indicator marked, the Donor Operator will verify that it has agreed to the cooling-off request and submit a positive Porting Approval Response to the NPC confirming that the cooling-off reverse port can proceed.
  - 12.1.5 Cooling-off does not oblige the former Donor Operator to take the Subscriber back; the Donor Operator may refuse.

## **12.2 Emergency Repatriation**

- 12.2.1 Where porting transactions are subsequently found to be fraudulent or inappropriate, then it is important that the numbers involved are repatriated or returned to the Donor Operator quickly.
- 12.2.2 In such cases, the Donor Operator will request the Recipient Operator to provide sight of the porting and associated ID documentation in accordance with the Dispute Resolution provisions in Section 14.
- 12.2.3 The Donor Operator and Recipient Operators shall work in good faith to investigate reported incidents of fraudulent or inappropriate porting transactions and where agreement cannot be reached shall follow the Dispute Resolution provisions in Section 14.
- 12.2.4 Where it is determined by the Donor Operator and Recipient Operators that a porting transaction is fraudulent or inappropriate, the number(s) shall be returned promptly to the Donor Operator using the cooling-off process outlined in Section 12.1 above.
- 12.2.5 Unlike Cooling-off, Emergency Repatriation is not time-bound and can be invoked at any time either a Subscriber or Donor Operator is able to demonstrate that a previous porting transaction was fraudulent or inappropriate.

## **12.3 Win-back**

- 12.3.1 Win-back is where the Donor Operator initiates contact with a Subscriber who has either requested number portability, or who has already ported their number, where that contact has the intention or effect of encouraging that Subscriber to remain with or return to the Donor Operator. This excludes contact made for the

recovery of outstanding debts or balances due from that Subscriber. Win-back is prohibited for sixty (60) calendar days.

- 12.3.2 The Win-back prohibition period will be from the point the NPC sends the porting approval request to the Donor plus sixty (60) days after the port is completed (from the point the NPC sends the broadcast message).

## **12.4 Onward Porting Restriction**

- 12.4.1 The NPC will reject requests to port back or to port to a third Operator if the Porting Start Date is within sixty (60) calendar days of the last porting, unless the request is in accordance with Section 12.1 (Cooling-off) or Section 12.2 (Emergency Repatriation) above.
- 12.4.2 The Onward Porting Restricted period will be sixty (60) days after the port is completed (from the point the NPC sends the broadcast message)



## **13 Management of Customer Complaints**

### **13.1 General Responsibility**

- 13.1.1 The NPC shall not be responsible for dealing with complaints from Customers (which comprise for the purpose of this clause any person who has been a Subscriber in respect of a porting transaction or who has made a request for porting as a Subscriber).
- 13.1.2 Each Operator shall set up and maintain a customer complaint unit with the responsibility of receiving, reviewing and resolving the complaints made by Customers in respect of the number portability services provided.
- 13.1.3 Primary administrative responsibility for resolving a Customer complaint shall lie with the Recipient Operator. A Customer may lodge a complaint by placing a call to a designated helpdesk which is routed directly to the customer complaint unit of the Recipient Operator for due attention.
- 13.1.4 The Recipient Operator's customer complaint unit shall acknowledge a Customer's complaint within one day after it is received.
- 13.1.5 The Recipient Operator's customer complaint unit shall give a progress update to the Customer concerning efforts being made by it to address the problem reported by the Customer on every Porting Day until the problem is resolved.
- 13.1.6 The Recipient Operator's customer complaint unit shall record the Customer's complaints and take all necessary steps to ensure that the complaint or query is resolved within a maximum of five (5) working days from the date the Customer originally makes the complaint.
- 13.1.7 The Recipient Operator's customer complaint unit shall keep records of all complaints made to it and the lessons learnt from these complaints shall be identified and serve as suggested points for the review of the code of practice.
- 13.1.8 The Recipient Operator and Donor Operator shall work positively and collaboratively to ensure that Customers complaints are investigated and resolved promptly and fairly.
- 13.1.9 Where Recipient Operator and Donor Operator are unable to agree on the actions to resolve a Customer's complaint or query within five (5) Porting Days of the complaint being submitted, the Recipient Operator shall refer the complaints to URCA for resolution.
- 13.1.10 Complaints referred to URCA shall be resolved in accordance with URCA's complaint handling procedures.

## **14 Dispute Resolution**

### **14.1 Obligation to seek amicable Resolution**

14.1.1 Any dispute arising between the Recipient Operator and the Donor Operator regarding number portability processing of individual Customer numbers or related to specific Non-Customer complaints, or between any Operator and the NPC Administrator, shall in the first instance be resolved amicably between the concerned parties.

### **14.2 Dispute Resolution Process**

14.2.1 The following rules shall apply to any dispute between Operators arising out of these FNP Business Rules or any aspect of fixed number portability:

- a) Disputes arising shall first be brought to the attention of the responsible section or department which deals with the day-to-day operation of number portability within the relevant Operators' organisations.
- b) Each Operator shall give all other Operators immediately after the issuance of these FNP Business Rules and maintain up-to-date details of the responsible persons, by title or position, who can be contacted as the first point of escalation at the time of an unresolved dispute. Operators shall ensure that such persons have access to all relevant information and details of any porting transaction.
- c) Each Operator shall give to all other Operators immediately after the issuance of these FNP Business Rules and maintain up-to-date details of the hierarchy of persons, by title or position, who can be contacted at the time of an unresolved dispute as subsequent and successive points of escalation. These persons will have access to the relevant details of the issue.
- d) Where a specific porting transaction is questioned or disputed by either the Donor Operator, Subscriber or URCA :
  - i. The Donor Operator has seven (7) working days from the date the porting transaction is transmitted to the Donor Operator by the NPC to request sight of the Recipient Operator's porting forms and associated ID for an individual porting request. The Donor Operator requesting sight of the Recipient Operator's porting forms and associated ID shall not delay or prevent the porting transaction from being completed within the timeframes specified by URCA and these FNP Business Rules. For the avoidance of doubt, the Donor Operator shall not delay the porting transaction and shall respond to the porting transaction in accordance with the agreed Number Portability Service timeframes and process. In the case where a porting transaction is subsequently found to be inappropriate or fraudulent, the number will be

returned to the Donor Operator using the cooling-off/ emergency repatriation provisions detailed in Section 12 of these FNP Business Rules.

- ii. The Recipient Operator shall provide the requested porting forms and associated ID for a porting request within two (2) Porting Days of a request by a Donor Operator submitted via the Recipient Operator's designated helpdesk.
  - iii. Requests and responses for porting documents shall be submitted by email to the relevant Donor Operator's designated helpdesk.
  - iv. Operators shall retain copies (either in paper or electronic formats) for a minimum period of six (6) months from the date the porting transaction was initiated.
- e) Where a porting transaction is suspected by an Operator, Subscriber or URCA to be fraudulent or suspicious, the Recipient Operator and Donor Operators shall work in good faith to investigate the transaction validity and agree the appropriate resolution actions within a maximum of three (3) Porting Days from the provision of porting documents to the Donor Operator.
  - f) Any dispute that cannot be resolved between the Donor Operator and Recipient Operator within five (5) Porting Days shall be submitted by one or both Operators to URCA for resolution in accordance with procedures to be determined by URCA.
  - g) The Donor Operator and the Recipient Operator shall continue to manage and maintain the number portability porting processes and procedures in accordance with these FNP Business Rules notwithstanding any on-going dispute relating to number portability. For the avoidance of doubt, this means that Operators will continue to port customer numbers whilst a number portability dispute is being resolved.

## 15 NPC Data Synchronisation and Download

### 15.1 Obligation of Operators

15.1.1 Each Operator shall verify synchronisation of its local routing databases with the NPC on a weekly basis. It is recommended that Operators take a weekly download of the complete set of ported number information as described in Section 15.1.2 and undertake a comparison to identify and correct any anomalies and errors.

15.1.2 An Operator may at any time download a complete set of ported number information from the NPC (the NPC will provide synchronisation files on a 6 hourly basis for all Porting Days) from the reports section or a from a defined FTP session. The CSV file maintained by the NPC (name = "<country><date in form yyyyymmdd>") contains all the ported numbers in the database together with the identity code of the Operator that serves each number. The CSV file is in the following format:

<Number in format e.g. 350200XX>,<identity code>,<date of end of last complete porting of the number>

The list is sequential based on the ported numbers.

## **16 Notification of NXX changes**

- 16.1 All Operators shall confirm any NXX activation or changes to URCA at least twenty one (21) days prior to implementation.
- 16.2 URCA shall update the NPC with the NXX changes made in the course of its administration of The Bahamas National Numbering Plan and shall notify all relevant licensees of such changes by email within a reasonable timeframe.

# Annex 1 – Porting Form

Recipient Operator Logo

## PORTING REQUEST FORM

### CUSTOMER DETAILS

|   |                 |         |
|---|-----------------|---------|
| Number(s) to be ported  | 1.              | 2.      |
|   | 3.              | 4.      |
|   | 5.              | 6.      |
|   | 7.              | 8.      |
|   | 9.              | 10.     |
| Number for CLI check  |                 |         |
| Current operator  |                 |         |
| Customer name   |                 |         |
| Delegated/ Authorised Signatory Name<br>(Non –Personal Porting Requests ONLY) |                 |         |
| Customer Address  |                 |         |
| Island  |                 |         |
| Contact Telephone   |                 |         |
| Contact Mobile Phone for SMS update   |                 |         |
| Email   |                 |         |
| Type of ID Inspected  | Passport        | Number: |
|   | Drivers Licence | Number  |
|   | Voter's Card    | Number: |

### CUSTOMER DECLARATION

I declare that the information given is correct, that I am appointing <NAME OF RECIPIENT OPERATOR> to close my account or just

|    |   | Yes | No |
|----|---|-----|----|
| 1  | I am the <b>current</b> subscriber for the number to be ported, or am duly authorised in writing to act on behalf of the subscriber.                |     |    |
| 2  | I understand that all messages in the <b>voice</b> mailbox and any other ancillary/associated services of <b>my</b> existing operator will be lost. |     |    |
| 3  | I understand that configuration information from my existing account will not be transferred to the new account.                                    |     |    |
| 4  | I understand that associated fax and data numbers will not be ported and will cease to be in service.   |     |    |
| 5  | I confirm that I wish to be a registered subscriber with <NAME OF RECIPIENT OPERATOR>.  |     |    |
| 6  | I understand that I may have to pay any early termination charges due to <b>my existing operator</b> .  |     |    |
| 7  | I understand that I will have to pay my existing operator for any subscriptions and call charges <b>until</b> the account is closed.                |     |    |
| 8  | I am requesting the closure of <b>ALL</b> services associated with my account with the donor operator, including voice, broadband etc               |     |    |
| 9. | I am <b>ONLY</b> requesting the closure of my <b>VOICE</b> service with the donor operator  |     |    |

Signature:

### RECIPIENT OPERATOR DECLARATION

I confirm that I have checked the customer ID and retained a copy.

Recipient Operator's Authorised Personnel:

|            |
|------------|
| Name:      |
| Signature: |

Recipient Operator's reference number:

|  |
|--|
|  |
|--|

## Annex 2 – List of Messages

- Porting Approval Request
- Initial Validation Response
- Porting Approval Response
- Porting Deactivation Request
- Porting Deactivation Response
- E164Ported
- E164Terminated
- E164Reactivate
- Timed Out
- NACK

The following applies only to multiple number (block) portings:

- All reject reasons for each number that is being rejected shall be given as a string in the following format:  
    <number or range of numbers>=<list of reject reasons>;<number or range of numbers>=<list of reject reasons>

For example where the range \*\*\*12340-\*\*\*12349 is being ported and \*\*\*12340-\*\*\*12349 are rejected because there are auxiliary services still active on the number (08), and the account has been suspended at the request of the Subscriber (31), the reject string would be **20012345=03;\*\*\*12346-\*\*\*12347=08+31.**

## **Annex 3 – Response Codes**

### **3.1 NPC Response Codes for use in the Initial Validation Response**

- 00 - Request accepted
- 02 - Request rejected because the number to be ported is not a valid number for the Donor's network (i.e., is not within their allocated number range or is not a ported number served by them.
- 03 - Request rejected because the number is already subject to a porting process
- 04 - Request rejected because confirmation not given that photographic identity information has been checked satisfactorily and recorded
- 05 - Porting too soon - Request rejected because the porting start date is 14-60 calendar days after the date of the last porting if the number is being ported back to the previous operator or less than 60 calendar days after the date of the last porting if the number is being ported on to a different operator;
- 06 - Request rejected because the number specified for the validation is not one of the numbers to be ported (XML only)
- 07 - Request rejected because there is no related Porting Approval Request made by the same recipient operator.

### **3.2 Donor Operator Response Codes for use in the Porting Approval Response**

- 00 - OK - Request accepted
- 31 - A/C Suspended – Request rejected because the account has been suspended at the request of the Subscriber
- 32 - A/C problem - Request rejected because in the case of a request for multiple number portings the numbers are not held under the same account (used in multiple number portings only)
- 33 – Special - Request rejected because the Subscriber is already subject to suspension of any service for reasons unrelated to payment (used in single and multiple number portings)

### **3.3 Codes for use in NACKs**

- 02 - The phone number: {PHONE\_NUMBER} is currently not serviced by the specified operator



- 02 - The phone number: {PHONE\_NUMBER} is not part of an assigned number range and therefore invalid
- 03 - The phone number is already subject to a porting process
- 07 - Request rejected because there is no related Porting Approval Request made by the same recipient operator w
- 08 - Request rejected because the number has already been ported (i.e., the instruction has been sent twice in error and already actioned)
- 09 - Request rejected because a Porting Deactivation Response has already been sent
- 10 - Request rejected because in the case of porting multiple numbers the set of numbers does not match the set in the Porting Approval Request
- 11 - No cooling-off. Request rejected because the porting start date is less than equal to 14 calendar days after the date of the last porting and the porting has not been pre-agreed with the donor operator under cooling-off arrangements (used in single and multiple number portings)
- 04 - Request rejected because it has not passed the identity check
- 05 - Porting too soon - The phone number: {PHONE\_NUMBER} was already subject to a previous completed porting within the last 60 days
- 02 - The authorisation number {AUTHORISATION\_NUMBER} is not part of the ported number range.
- 17 - The authorisation number: {AUTHORISATION\_NUMBER} is invalid because authorisation is disabled.
- 17 - The account type is invalid.
- 99 - Request rejected because mandatory customer cd is empty.
- 99 - Request rejected because region: {REGION} is not valid for country {COUNTRY}.
- 99 - Number series start is greater than the number series end.
- 99 - Message identifier: {MSGID} is not unique.
- 99 - Number length of number series start differs from the length of the number series end.
- 99 - The phone number: {PHONE\_NUMBER} is currently not valid for region.
- 99 - The number series {PHONE\_NUMBER\_SERIES\_START} – {PHONE\_NUMBER\_SERIES\_END} contains {COUNT} numbers, which is more than the allowed maximum.

- 99 - The donor service provider code needs to be specified.
- 99 - The recipient needs to differ from the donor.
- 99 - Number type is not allowed for the recipient operator.
- 99 - Cross-over porting is not allowed.

### **3.4 Donor Response Codes for use in Porting Deactivation Response**

- 50 - Instruction completed

## **Annex 4 – Donor Refusal to port due to Suspension for Reasons Unrelated to Payment**

If the Donor Operator refuses to approve the porting request because the Subscriber requesting porting is subject to suspension of any service for reasons unrelated to payment the Donor Operator shall, within 24 hours of refusing the port, send an email concerning the refusal to URCA.

The email shall, at a minimum, (i) identify the Subscriber, (ii) specify when the porting request was received, (iii) specify when the porting request was refused, (iv) identify the requesting Recipient Operator, and (v) provide a detailed explanation of the reasons why the porting request was refused. The Donor Operator shall specifically identify any confidential information contained in the email that cannot be shared with the requesting Recipient Operator.

Promptly upon receipt of such an email from the Donor Operator, URCA shall notify the requesting Recipient Operator. The requesting Recipient Operator may, within 24 hours, send a response concerning the matter to URCA. If sent, any such response shall be by email and shall provide reasons why the port should be allowed. The requesting Recipient Operator shall specifically identify any confidential information contained in the email that cannot be shared with the Donor Operator. The requesting Recipient Operator shall also notify the Subscriber in question that the porting request is under review by URCA.

Within 48 hours after the response period for the requesting Recipient Operator has expired, URCA shall determine whether the porting request shall be refused or allowed. URCA's decision shall be in the form of an email to both the Donor Operator and the requesting Recipient Operator, setting forth the decision and the reasons thereof.

Upon receipt of this determination both the Donor Operator and the requesting Recipient Operator shall comply with it.

If the determination is that the Subscriber is entitled to port and the port should not be refused, then the Recipient Operator may re-submit the port and the Donor Operator shall not refuse it.

## Annex 5 – Template letter of authorisation

### 5.1 Option A – For presentation by the Subscriber’s Authorised Signatory

I am an authorised signatory for <organisation>.

I authorise;

- the opening of an account with <recipient operator>
- the porting of numbers currently allocated to us in accordance with the accompanying Porting Request Form signed by myself
- the closure of our account with or porting of the fixed voice services provided by <donor operator> for the numbers listed in the Porting Request Form

Signed

<Authorised signatory>

### 5.2 Option B – For presentation by a delegated authority

I am an authorised signatory for <organisation>.

I authorise;

- the opening of an account with <recipient operator>
- the porting of numbers currently allocated to us in accordance with the Porting Request Form signed by <delegated authority >
- the closure of our account with or porting of the fixed voice services provided by <donor operator> for the numbers listed in the Porting Request Form

Signed

<Authorised signatory>

Signed

<Delegated authority >

## Annex 6 – Operator Contact Information Template

### 6.1 Porting Help Desk

| Name       | Number | Email |
|------------|--------|-------|
| URCA       |        |       |
| Porting XS |        |       |
| BTC        |        |       |
| CBC        |        |       |
| OLO        |        |       |

### 6.2 Porting team member contacts

| Name       | Job Title | Number | Email |
|------------|-----------|--------|-------|
| URCA       |           |        |       |
| Porting XS |           |        |       |
| BTC        |           |        |       |
| CBC        |           |        |       |
| OLO        |           |        |       |

### 6.3 Escalation contacts

| Name       | Job Title | Number | Email |
|------------|-----------|--------|-------|
| URCA       |           |        |       |
| Porting XS |           |        |       |
| BTC        |           |        |       |
| CBC        |           |        |       |
| OLO        |           |        |       |

#### 6.4 NP IT System contacts

|            | Name | Job Title | Number | Email |
|------------|------|-----------|--------|-------|
| URCA       |      |           |        |       |
| Porting XS |      |           |        |       |
| BTC        |      |           |        |       |
| CBC        |      |           |        |       |
| OLO        |      |           |        |       |

#### 6.5 NP Core Network Routing contacts

|            | Name | Job Title | Number | Email |
|------------|------|-----------|--------|-------|
| URCA       |      |           |        |       |
| Porting XS |      |           |        |       |
| BTC        |      |           |        |       |
| CBC        |      |           |        |       |
| OLO        |      |           |        |       |

#### 6.6 Number Portability Owner/ Sponsor contacts

|            | Name | Job Title | Number | Email |
|------------|------|-----------|--------|-------|
| URCA       |      |           |        |       |
| Porting XS |      |           |        |       |
| BTC        |      |           |        |       |
| CBC        |      |           |        |       |
| OLO        |      |           |        |       |

# **ANNEX D**

## **FNP Testing Schedule**

| <b>FNP Testing/ Technical Activity</b>                    | <b>Start Date</b> | <b>Finish Date</b> |
|---|-------------------|--------------------|
| Development of Routing Test Specification & Schedule      | 06 May 2013       | 07 June 2013       |
| Exchange of Testing Resources                             | 03 June 2013      | 07 June 2013       |
| Porting XS deliver test NPC for assessment                | 03 June 2013      | 07 June 2013       |
| Operators complete acceptance testing of test NPC         | 10 June 2013      | 02 August 2013     |
| Porting XS deliver IVR solution                           | 03 June 2013      | 07 June 2013       |
| Operators complete connectivity with main & back-up sites | 15 July 2013      | 19 July 2013       |
| Porting XS deliver NPC training                           | 06 May 2013       | 10 May 2013        |
| Operator Internal Porting Testing                         | 24 June 2013      | 26 July 2013       |
| Inter-Operator Porting Testing                            | 22 July 2013      | 16 August 2013     |
| Porting Testing Sign-Off                                  | 12 August 2013    | 16 August 2013     |
| Routing Testing Readiness - Deadline                      | N/A               | 29 June 2013       |
| Operator Internal Routing Testing - Test Traffic          | 01 July 2013      | 19 July 2013       |



| <b>FNP Testing/ Technical Activity</b>        | <b>Start Date</b> | <b>Finish Date</b> |
|---|-------------------|--------------------|
| Inter-Operator Routing Testing - Test Traffic | 15 July 2013      | 02 August 2013     |
| Complete ACQ Migration readiness preparations | 22 July 2013      | 02 August 2013     |
| ACQ Live Traffic Migration                    | 05 August 2013    | 09 August 2013     |
| Routing Testing - Live Traffic                | 05 August 2013    | 16 August 2013     |
| Routing Testing Sign-Off                      | 12 August 2013    | 16 August 2013     |
| End-2-End Testing                             | 12 August 2013    | 31 August 2013     |
| Readiness to Launch FNP Service               | N/A               | 31 August 2013     |

# **ANNEX E**

## **Public Awareness Guidance**

## **What “NP” means for you?**

### **What is “Number Portability” or “NP”?**

Number Portability (NP) means you can keep your fixed telephone number if you decide to change from one service provider to another within The Bahamas. Basically; it’s a process that allows you to keep your number irrespective of who your network service provider is. So, if you switch between service providers, you don’t have to go to the trouble of advising all your friends/family/colleagues that your number has changed – it stays the same.

### **When can I do it?**

You will be able to use the NP process from the 03 September 2013.

On the 03 September 2013, NP will be available between the following Service Providers, Bahamas Telecommunications Company Limited and Cable Bahamas Limited.

### **Who can use the system?**

NP is available to “Post-Paid” (Pay Monthly or Contract) fixed telephone customers of all network service providers in The Bahamas, as long as your number hasn’t been barred or suspended.

As a “Post-Paid” fixed telephone customer, you will be able to port your number unless your existing fixed telephone service has been barred or suspended due to non-payment of bills.

As a “Post-Paid” fixed telephone customer you will receive a bill for your usage up to the time your number is switched to the new service provider.

As a “Post-Paid” fixed telephone customer and you have not completed the minimum required term of the contract with your existing service provider you will be required to pay the outstanding balance of monthly rentals due under the contract.

Post- Paid fixed telephone services are only available if you are aged 18 or over.

Currently, it is not possible to port your mobile number in The Bahamas, but it is planned to expand NP to mobile services in the future.

### **How much will it cost me?**

There are no charges for you to port your number. All porting charges are met by the network service provider that you are switching to.

## **What do I have to do?**

1. Go to the retail shop or authorised dealer of your chosen new service provider to request a new telephone service, and tell them that you would like to keep your number. (Please note that porting can only be undertaken by visiting the retail shop or authorised dealer of your chosen new service provider and is not available by telephone or online).
2. The staff will ask you to complete an application form together with a “Porting Request Form”.
3. You will be asked to provide: -
  - a. Proof of identity – either a passport or driving licence;
  - b. A copy of a recent fixed telephone bill from your current service provider – the name on the recent bill must match the name on the corresponding photographic identity document used to authorise the porting request;
  - c. the working phone with the number you wish to keep.
4. You will be asked to make a call from your phone to the special porting number “+1 242 300 PORT” or “+1 242 300 7678”.
5. You will receive an email or text confirming that your request has been received.
6. Provided your number is not barred or suspended due to non-payment, your order will be processed and you will be informed of its progress by email or text.
7. Under normal circumstances your porting will be completed by the fifth working day after you complete your request (excluding weekends and bank holidays). At that time your number will have been moved to your new service provider and your existing service provider’s line will stop working. During busy periods the port may take longer to complete.
8. When this happens, you will receive an email or text advising you that your porting has been completed.
9. The process is complete.

## **Are there any other implications?**

- You will lose your old voicemail including messages and ancillary services, and you will need to set these up again with your new service provider.

- Your friends and family may be charged differently when calling you after porting. Additional information on applicable rates may be obtained from your new service provider.
- You will be restricted from porting your number to a third service provider or back to your original service provider within 60 days of a previous port.
- If your new service provider fails to meet promised quality of service, then you can reverse the porting within 14 days of your porting request.
- Whilst all service providers will exercise reasonable skill and care in discharging their obligations under NP, no compensation will be provided for loss of any kind through delay, disruption or lack of service resulting from the porting process.
- Through the porting process you will be able to choose to move either just your fixed voice service or all of your fixed services from your old service provider to your new service provider, subject to fixed service availability.
- You can only port your fixed voice service within the same island and not to another island within The Bahamas.

**Will I be bombarded with sales calls to stop me trying to switch?**

No. Your old service provider is not allowed to contact you during the porting process to try and persuade you to stay with them. In addition your old service provider is prohibited from contacting you with the intention or effect of encouraging you to return to them for re-sign up for their fixed telephone services for a period of 60 days following the completion of the porting process. However, the old service provider can contact you to recover outstanding payments.