



FINAL GUIDELINES

ACCESS AND INTERCONNECTION

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UTILITIES REGULATION & COMPETITION AUTHORITY

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Table of Contents

| | |
|--|----|
| 1. INTRODUCTION | 1 |
| 2. LEGISLATIVE AND POLICY FRAMEWORK | 2 |
| 3. SCOPE OF THE ACCESS AND INTERCONNECTION GUIDELINES | 4 |
| 4. ACCESS AND INTERCONNECTION PRINCIPLES | 5 |
| 5. CONTENT OF REFERENCE ACCESS AND INTERCONNECTION OFFERS | 6 |
| 6. PUBLICATION OF REFERENCE ACCESS AND INTERCONNECTION OFFERS | 15 |
| 7. REVIEW AND AMENDMENT OF REFERENCE ACCESS & INTERCONNECTION OFFERS | 15 |
| 8. REVIEW OF ACCESS AND INTERCONNECTION AGREEMENTS | 16 |
| 9. FILING OF ACCESS AND INTERCONNECTION AGREEMENTS | 16 |
| 10. DISPUTE RESOLUTION | 17 |

1. INTRODUCTION

These Guidelines set out the Utilities Regulation and Competition Authority's (URCA) expectations for Access and Interconnection between SMP¹ licensees and other licensed operators of electronic communications networks and/or services in The Bahamas. If none of the parties has SMP, they may agree to interconnect on any mutually agreeable terms consistent with their obligations under the Communications Act, 2009 (Comms Act) and other relevant documents. These Guidelines are designed to promote the timely preparation of Reference Access and Interconnection Offers (RAIOs) by SMP licensees in The Bahamas. This document governs the relationship between the SMP operator and other licensed operators in The Bahamas. RAIOs should be fair and reasonable and should provide for progressive improvement as new information becomes available and additional regulatory measures are imposed.

These Guidelines are applicable to licensees presumed to have SMP, or whom URCA has determined to have SMP, in one or more relevant markets.

For the purposes of these Guidelines:

"Access" means the making available of facilities and/or carriage services, to an other operator, under defined conditions, on either an exclusive or non-exclusive basis, for the purpose of providing electronic communications services.

"Access and Interconnection Agreement (AIA)" means a bilateral agreement between two licensees for the provision of access and/or interconnection services and facilities.

"Access and Interconnection Seeker" for the purpose of the RAIO is the party seeking interconnection and/or access to the network and services of the SMP licensee.

"Access and Interconnection Provider" for the purpose of the RAIO is the SMP licensee who has issued the RAIO in response to an obligation by URCA to do so.

"Interconnection" means the physical or logical linking of networks to allow the users of one network to communicate with users of another network or to access carriage services provided by another licensee.

"Reference Access and Interconnection Offer (RAIO)" means a standard offer document in the form of a draft contract, setting out the access and/or interconnection services and matters regarding the price and terms and conditions under which the SMP licensee will provide such services and facilities on request to another licensed operator. The RAIO shall be a publicly available document published by the SMP operator.

Unless otherwise stated, terms used in these Guidelines shall have the meanings assigned to them under the Comms Act, and relevant licences.

¹ Significant Market Power

URCA will update these Guidelines as the need arises to take account of:

- further liberalization of the electronic communications sector;
- industry experience;
- court decisions or Utilities Appeal Tribunal decisions that compel changes to the access and interconnection framework; and
- regulatory and others measures imposed by URCA.

2. THE LEGISLATIVE AND POLICY FRAMEWORK

2.1 The legal and policy framework for access and interconnection comprises:

- the Comms Act;
- relevant licence conditions; and
- any other relevant documents including these Guidelines.

2.2 Principles for access and interconnection are contained in both the Comms Act and Individual Operating Licences. Section 39 of the Comms Act requires that URCA conducts market reviews to determine whether a licensee has SMP in one or more relevant markets. Under s.40(1) and s.116 of the Comms Act, URCA may impose specific conditions on SMP licensees including obligations relating to:

- *cost recovery and price controls, including obligations for cost orientation of prices and obligations concerning cost accounting systems [s. 40(1)(a)];*
- *the publication of a reference offer or offers ensuring equivalence of access and/or interconnection to any of those services and/or facilities in which the licensee has SMP at tariffs based on the licensee's costs [s. 40(1)(b)];*
- *the submission of regulatory accounts or financial statements separating out the key business activities of the licensee [s. 40(1)(c)];*
- *sharing of infrastructure, facilities and systems used for the provision of electronic communications services [s. 40(1)(e)]; and*
- *such other obligations as URCA may consider necessary in pursuance of the electronic communications policy objectives and the sector policy [s.40(1)(j)].*

2.3 In addition, an SMP licensee shall:

- *not unduly discriminate against particular persons or a particular description of persons in relation to electronic communications services offered by them [s. 40(4)(a)];*
- *provide technical specifications, or other relevant information about any interconnection, essential facilities or other mandated wholesale electronic communications services on a reasonable and timely basis, when the information is*

required by another licensee to provide its licensable services and when the information is not readily available from other sources [s. 40(4)(b)]; and

- *not adopt technical specifications for a network that prevents interconnection or interoperability with the network of a competitor [s. 40(4)(c)].*

Role of URCA in Electronic Communications

2.4 The Comms Act sets out the functions and powers of URCA in regulating the electronic communications sector. Broadly, URCA's functions under the URCA Act include:

- *to further the interests of consumers by promoting competition in the provision of electronic communications [s. 4(a)];*
- *to encourage, promote and enforce sustainable competition [s. 4(a)(iii)]; and*
- *to further the interests of persons in The Bahamas in relation to the electronic communications sector [s. 4(b)].*

2.5 For the purposes of regulating electronic communications, the Comms Act empowers URCA to issue different types of regulatory or other measures, including:

- determinations and adjudications [s. 8(1)(a) and (s. 8(1)(b));
- conditions and penalties by order [s. 8(1)(c)]; and
- regulations [s.8(1)(d)].

Role of URCA in Access and Interconnection

2.6 The role of URCA includes:

- Reviewing and approving RAIOS to ensure that they are consistent with the Comms Act, relevant licence conditions and any other relevant documents.
- Establishing one or more dispute resolution schemes for disputes between licensees or approve a scheme or schemes proposed by licensees under s. 15(4) of the Act.
- Resolving inter-operator disputes.
- Determining that a licensee has SMP in a particular market.
- Specifying cost accounting methods to be used by SMP licensees to derive charges for services and facilities offered for access and interconnection.
- Enforcing the competition provisions of the Comms Act.

3. SCOPE OF THE ACCESS AND INTERCONNECTION GUIDELINES

3.1 These Guidelines are designed to aid SMP licensees in The Bahamas in developing RAIOS that meet URCA's requirements and thus support the objectives mentioned in s. 4 of the Comms Act, including:

- to promote investment and innovation in electronic communications networks and services; and

- to encourage, promote and enforce sustainable competition.

Further, these Guidelines are designed to aid licensees seeking to purchase interconnection and access services and facilities from an SMP licensee in The Bahamas in understanding the principles of access and interconnection applied by URCA, and the scope of services, facilities, associated processes and documentation URCA expects from an SMP licensee.

In particular, these Guidelines are designed to ensure that:

- Access and Interconnection is established and provided according to standard terms and conditions set out in the relevant RAIO approved by URCA.
- Operators presumed to have SMP², or determined by URCA to have SMP³, do not seek to impede competition through commercial, technical, operational or other aspects of Access and/or Interconnection, or by setting charges in excess of efficiently incurred costs.
- The Access and Interconnection Agreement:
 - does not become a tool through which two or more operators can collectively remove the benefit of competition from customers; and
 - is not otherwise contrary to the Comms Act, relevant licence conditions and other relevant documents.

3.2 These Guidelines apply solely to licensed operators of electronic communications networks and services in The Bahamas. For the avoidance of doubt, these Guidelines are not applicable to customers, or operators of electronic communications networks within a closed user group.

3.3 These Guidelines are designed to promote access and/or interconnection for licensed operators who need services and facilities from SMP licensees.

4. ACCESS AND INTERCONNECTION PRINCIPLES

4.1 URCA expects any RAIO to respect the following principles.

The overarching principle is that:

² See Schedule 4 of the Comms Act.

³ Section 116(4) of the Comms Act.

The terms, conditions and charges for services and facilities offered for access and/or interconnection should support the development of sustainable competition to the benefit of persons in The Bahamas and the national economy.

4.2 Further, any RAIO should be consistent with the following principles:

- **Any-to-any connectivity:** The RAIO shall offer access and/or interconnection services that enable end-to-end connectivity between customers on an SMP operator's network and customers on another licensee's network.
- **Rights of access and interconnection for electronic communications systems:**

Provided this is consistent with the relevant licence conditions all licensed operators (including SMP operators) shall have the right to either physically or logically connect their networks to all other electronic communications networks. For the avoidance of doubt, operators of electronic communications networks within a closed user group will not have the right to access and/or interconnection.
- **Obligation to interconnect:** Provided this is consistent with the relevant licence conditions all licensed operators (including SMP operators) shall be obligated to respond to requests for access and/or interconnection.
- **Good faith negotiation:** All licensed operators must respond to requests for access and/or interconnection in good faith.
- **Timeliness:** All licensed operators must respond to requests for access and/or interconnection, and requests for amendments to existing and new access and/or interconnection agreements, in a timely fashion. SMP operators must comply with the processes contained in the RAIOs that reflect this principle.
- **Technical standards:** Technical requirements for access and/or interconnection should be sufficient to protect the integrity of the network, and ensure interoperability of interconnected networks, without becoming a barrier to entry and sustainable competition.
- **Non-discrimination:** The terms, conditions and charges for access and/or interconnection must be no less favourable than those the SMP operator offers its own business unit, its Affiliates (if any), or any other licensed operator.
- **Points of Interconnection (POI):** In general, interconnection should be available at any technically feasible point, unless interconnection at that point:

- is not economically feasible;
 - is not feasible given the existing network configuration; or
 - would compromise the integrity of an electronic communications network (whether the SMP operator's, interconnection seeker's, or a third party's network); or
 - would compromise the interoperability of any electronic communications network (whether the SMP operator's, interconnection seeker's, or a third party's network).
- **Reasonably unbundled elements:** SMP operators may not bundle access and/or interconnection services together if the purchaser only requires some of the services. The SMP operator must unbundle distinct services and facilities, and corresponding charges, sufficiently so that the interconnection seeker need only pay for the specific elements of the network for which access and/or interconnection is required.
 - **Transparency:** SMP operators should ensure that their procedures for access and/or interconnection, and terms, conditions and charges for access and/or interconnection are transparent.
 - **Cost-oriented charges:** Access and/or interconnection charges offered by an SMP operator should be cost-oriented (i.e., charges should allow the SMP operator to recover the efficiently incurred costs, including a reasonable rate of return on capital employed). For the purposes of these Guidelines, prices/charges set on a 'cost plus' basis are considered to be cost-oriented. Specific products may be provided or required on a 'retail minus' basis.

5. CONTENT OF REFERENCE ACCESS AND INTERCONNECTION OFFERS (RAIOs)

5.1 The RAIO should take the form of a draft contract which:

- creates maximum transparency;
- reduces the time required to negotiate individual agreements for access and/or interconnection; and
- reduces uncertainty for existing and new licensees and risk for investors.

5.2 The RAIO should be provided in a modular format with standard components to be included into individual agreements as required. The RAIO should have three basic sections as follows:

- the main legal body of the agreement;

- legally binding schedules; and
- legally binding annexes.

5.3 The main body of the RAIO is usually standard and would only be changed to reflect the names of the parties entering the agreement. The main legal terms should not vary between different agreements unless there is a specific reason for this.

The main body makes up the main legal agreement and at a minimum should include the following component clauses:

- Recitals
- Definitions and Applicability
- Commencement and Duration
- Scope of access and/or interconnection
- New Services Provisions
- Forecasting, Ordering and Provisioning
- Operations and Maintenance
- Systems Changes
- Services
- Charges, Variation of Charges
- Billing and Payment
- Infrastructure Sharing, CLI, Numbering, Provision of Information
- Service Performance and Standards
- Safety, Fraud Prevention, Confidentiality
- Use of Directory information, Intellectual Property Rights
- Review and Amendments, Breach Suspension and Termination
- Force Majeure, Liability, General Legal Clauses
- Dispute Resolution Scheme (one or more)

5.4 Legally binding schedules should include:

- Definitions
- Billing and payments
- Service descriptions
- Service Level Agreements (SLAs)
- Schedule of Services Taken
- Price lists

5.5 Legally binding annexes should include:

- Technical specifications
- Operations & Maintenance requirements
- Processes and procedures

The purposes of some of the major components of the RAIO are dealt with in separate Sections below.

RAIO Service Schedules

5.6 The service schedules should provide a description of the RAIO services. Each service offered should form an individual sub-schedule.

Operators requiring access and/or interconnection should be able to “pick and choose” which of the services they want to purchase to support the products they wish to offer to their customers. The services taken by the non-SMP operator should then be listed in the “Schedule of Services Taken”.

5.7 Each of the service descriptions should be comprehensive but concise and should explain:

- What each service does.
- How each service is provided.
- What the access and/or interconnection seeker needs to do to access the service.
- How the access and/or interconnection seeker may and may not use the service.

The non-SMP operator should be able to read a Service Sub-schedule and understand whether it requires that service and whether it is able to provide the technical and operational interfaces necessary to use and support the service. Each service description should include such points as:

- Obligation to supply;
- Limitation of service scope;
- Technical interfaces;
- Non-discrimination;
- Fault management;
- Service related specific restriction of routing or specific routing principles;
- Where a product requires the use of specific quality of service parameters then the sub-schedule should describe the parameters and how they will be applied;
- The charging principles and parameters for each service must be included in the sub-schedule; and
- Each sub-schedule must include references explaining how the two undertakings will bill each other as appropriate for the services provided and received; often this is achieved through a reference to the Billing and Payments Schedule.

Process for inclusion of New Services in RAIO

5.8 The RAIO must include a section that sets out the general principles explaining how new services can be requested, investigated, developed and launched under the RAIO framework.⁴ This section of the RAIO should either contain specific timescales and processes for requesting the development of new RAIO services or it should cross-reference another source where this information is set out.

The New Services development framework at a minimum should contain the following:

- Timescales for reviewing a request for a new service;
- Timescales for negotiation of a new service;
- Timescales for development of a new service;
- Timescales for processing a new service request;
- Pro forma documents for:
 - Request for new services;

⁴ The development of **new services** is recognised as one of the most complex areas of a RAIO. This is often due to:

- The operator requesting the services may not understand the SMP operator’s network well enough to specify the request for “New Services” correctly;
- The operator requesting the service may need the new RAIO service to support an innovative service, hence commercial confidentiality is an issue; and/or
- The SMP operator has little or no interest in supporting the process.

- Service specification; and
- Other critical correspondence.

Service Level Agreements

- 5.9 The RAIO shall contain Service Level Agreements (SLAs) for the forecasting, ordering, installation, maintenance, repair and billing, and quality of service parameters for the RAIO services, including penalties for failing to meet the SLAs. The following list should comprise the minimum SLA provisions:
- A definition of service quality criteria for all services and specification of the quality of service levels both parties are required to meet, including:
 - Technical specifications and standards; and
 - Technical service level commitments.
 - Procedures for the forecasting capacity and volume of traffic between the parties. Penalties should apply for late submission of forecasts and variance between forecasts and actual capacity requirements/volumes.
 - Penalty payments regarding delays in service provisioning and/or testing.
 - Penalty payments regarding fault repair times.

Billing and Payments Schedule

- 5.10 The RAIO should set out billing requirements and processes, including:
- Procedures for calculating and invoicing charges. (For example, are invoices calculated from call detail records? If so, from the records of which party?) The RAIO should also specify which party is responsible for calculating and collecting the charges in each instance.
 - Responsibility for customer billing, collection and bad debts for each service or facility.
 - Data collection and invoice processing responsibilities and steps, and the details of each party's billing representatives.
 - Billing principles and timeframes for issuing invoices, payment, and calculating interest on overdue amounts.
 - Processes for billing validation, rectifying billing errors and resolving invoice disputes.
 - Requirements for retention of billing information.

Charges for Services and Facilities

- 5.11 **Charges for access and/or interconnection services and facilities** shall be cost oriented and derived using the Accounting Separation and Cost Accounting Guidelines published by URCA.

- 5.12 Where URCA requires that charges be based on a 'retail minus' principle, the level of the discount against the SMP licensee's retail price must be fair and reasonable and reflect the SMP licensee's avoidable costs.
- 5.13 Enabling services and components such as joining circuits and co-location should be provided on a cost-oriented basis. Regarding joining circuits, the RAIO should reflect the following principles:
- The RAIO should allow for installing new equipment if the cost would be lower than leasing existing equipment;
 - If the access and/or interconnection seeker can install new equipment at a lower cost than the SMP licensee, then the SMP licensee must consider this alternative, provided it complies with the Technical Standards and Specifications for access and interconnection; and
 - Charges for joining circuits must be shared equally between the parties. As well as providing the charges for joining circuits in a tariff schedule, the RAIO should explain how the parties will implement this cost-sharing.
- 5.14 It remains the responsibility and duty of the SMP operator to prove to URCA that access and/or interconnection charges are based on the Accounting Separation and Cost Accounting Guidelines and charging principles published by URCA.
- 5.15 The RAIO must contain a comprehensive list of charges for each facility and service covered by the RAIO. These charges should be set out in a tariff schedule to the RAIO. At a minimum, the charging schedule should include: All elements of the charges for non-call services such as co-location and joining circuits should be clearly identified.

The rules applied for charging for non-call services must include:

- The type of co-location space provided (e.g. dedicated co-location space, comingling) and the volume of the actual space provided (e.g. by square foot of rack footprint).
- All elements for enabling services such as air-conditioning, power, and security charges.
- All elements of the charges for call services should be clearly identified. (For example, many carriage service charges may include an interconnect charge, a call duration charge and/or a call setup charge. For some services, other charges may also be incurred. These charges should all be set out in the tariff schedule.
- The principles applied to charging for call services include:
 - the point at which charges are applied to each call (for example, whether charges are applied to answered calls only, or whether call duration is also measured for unanswered calls);

- whether there are differences in tariffs between peak, off-peak and weekend periods. If so, then these periods should be defined in the RAIO. If there are differences in tariffs between these periods, these should also be set out in the tariff schedule; and
- whether different tariffs apply to local, national, and international traffic for carriage services.

5.16 The RAIO must include processes for dealing with circumstances where:

- additional costs are incurred outside those set out in the tariff schedule, or
- the SMP licensee wishes to amend existing charges, or impose additional charges.

Technical Standards and Specifications

5.17 RAIOs should reflect the following principles for services and facilities:

- Each party should manage capacity/congestion on its network to avoid disruption to the other party's network, and to minimize service failures and congestion as far as possible within their own network, to avoid affecting the ability of the other party to offer services.
- Each party should advise the other party of faults or planned maintenance, or of any planned developments within its network, that may impact on the service provided.
- Each party shall supply the other party with reasonable forecasts according to the terms of the RAIO. Parties should provide the forecasts in good faith and strive to ensure that all forecasts are accurate.

5.18 The RAIO should describe the **Technical Standards and Specifications** applicable to both parties for the services and facilities offered. These standards and specifications should be incorporated as a schedule to the RAIO and should be consistent with the principle that access and interconnection should not be unnecessarily constrained by technical obstacles or limitations that have no justifiable or objective basis.

5.19 At a minimum the Technical Standards and Specifications should include the following information on the SMP licensee's network and infrastructure (as applicable to various services):

- Functional characteristics of the system or equipment;
- Electrical characteristics;
- Configuration;
- Signalling;
- Traffic handling principles; and
- A schedule of POI sites, by type (i.e., In Span Interconnect (ISI), Customer Sited Interconnect (CSI), and Co-location).

- 5.20 The RAIO should include detailed procedures for:
- requesting each type of POI;
 - installing and maintaining equipment at POI sites, including testing and acceptance;
 - responsibility for planning, providing, operating and maintaining equipment and facilities at a POI; and
 - procedures for acceptance testing, operations and maintenance of equipment at a POI.
- 5.21 The SMP licensee may decide to add new POIs, move POIs or remove POIs. The Technical Standards and Specifications should stipulate the procedures for adding, moving or removing POIs, including:
- The criteria and procedure for deciding where a new POI may be added or where POIs can be moved or removed;
 - The procedure by which another licensee may request a new POI;
 - The procedure for notifying other licensees of changes to POIs; and
 - The procedure for carrying out changes to POIs, including testing procedures and supplier responsibilities, once the change to a POI has been agreed by the parties.

Information Exchange

- 5.22 The RAIO should also specify the requirements for **information exchange** between the parties for access and interconnection. This includes:
- *Subscriber and billing information:* The RAIO should specify the format in which subscriber and billing information is to be provided, for billing purposes. *Routing information requirements:* The RAIO should set out requirements for exchange of routing information, including the format for such information.
 - *Caller Line Identification (CLI) information:* The RAIO should specify the conditions for sharing CLI information, as well as the requirements and safeguards with which interconnecting parties are required to comply.
 - *Numbering Schemes:* Parties will need to ensure that both sufficient and correct numbering information is passed from one network to another for correct delivery of interconnected calls. The numbering information will need to comply with the national and international formats stipulated by URCA, and should comply with the National Numbering Plan and any Instructions, Decisions, or Determinations on number usage, allocation and assignment issued by URCA.
 - *Performance reporting and interconnect resolution logs:* The RAIO should include requirements, formats and procedures for performance monitoring and reporting.
 - *Co-location:* The RAIO should set out how the parties will communicate information exchange regarding authorised personnel having access to co-location sites.

- 5.23 The RAIO must specify the procedures the SMP licensee proposes to impose upon itself to ensure that it cannot misuse commercially sensitive information. These procedures should clearly set out:
- The types of information that are considered commercially sensitive under the procedures.
 - The permitted purposes for which the SMP operator may use commercially sensitive information.
 - Limitations on the disclosure of such information. In particular, the SMP operator should not transmit or disclose commercially sensitive information to its retail division or an Affiliate, or to any employees involved with the SMP operator's retail services or to an unrelated entity or person.
 - Procedures for storing and transmitting the information, to ensure that commercially sensitive information is only used for permitted purposes.

Processes and Procedures

- 5.24 The RAIO should set out how applicants are to request services and facilities for access and/or interconnection from the SMP operator, and must provide guidance on the required format and content for these applications. The processes and procedures should include the following:
- A description of the letter of application and information to be supplied.
 - Process for assessing applications for access and/or interconnection, including key timeframes; and a description of how applicants will be notified whether their application is successful.
 - *Negotiations based on the RAIO:* An access and interconnection seeker may wish to negotiate modifications to the RAIO, so as to tailor the resulting agreement to its particular needs. For example, an interconnection seeker may wish to interconnect at a Point of Interconnection not offered in the RAIO. The RAIO should allow for this possibility and should set out the process for commencing such negotiations.
- 5.25 The RAIO should describe how parties can make changes to the agreement once it is in place. Changes may include:
- Provision of additional circuits and carriage services;
 - Provision of additional POIs;
 - Changes by either party to their system, equipment or procedures in ways which affect the agreement;
 - Inclusion of additional services (for example, to reflect changes to the RAIO, market liberalization, or technological/market changes); and
 - Changes to agreed charges and/or pricing approaches for services and facilities.

- 5.26 For each of these changes, the RAIO should describe:
- The process and format for notifying the other party about the proposed change.
 - The process and format for the other party to accept the proposed change, including applicable timeframes and conditions of acceptance.
 - Conditions under which the proposed change may be refused.
 - A description of each party's responsibilities for service testing, fulfilment and operation once the change has been agreed.
 - A description of the procedures and penalties associated with early termination of a new service or facility.
- 5.27 Following acceptance of the proposed change by the other party, the new services or other changes to the agreement will be deemed to be in effect, and the parties must amend the relevant schedules of the agreement.

6. PUBLICATION OF REFERENCE ACCESS AND INTERCONNECTION OFFER

- 6.1 An SMP licensee required to provide a RAIO shall publish such offer in a prominent place on its web site whether URCA has approved the RAIO or not. Further, an SMP operator must similarly publish an approved RAIO within thirty (30) working days from the date of approval by URCA.
- 6.2 For the avoidance of doubt, existing and new licensees are free to use the published RAIO as the basis for negotiating agreements for access and/or interconnection with the SMP operator.
- 6.3 All existing and new agreements for access and/or interconnection must incorporate the terms and conditions of the approved RAIO following its publication.

7. REVIEW AND AMENDMENT OF REFERENCE ACCESS AND INTERCONNECTION OFFERS

- 7.1 URCA may assess the draft RAIO, or any proposed amendments to an existing approved RAIO, to ensure consistency with the Comms Act, relevant licence conditions and other relevant documents.
- 7.2 If URCA concludes that a RAIO, or any proposed amendments to an existing approved RAIO, is inconsistent with one or more of the documents mentioned in paragraph 7.1 above, then it will direct the SMP licensee to modify the RAIO, or the proposed amendments, accordingly.
- 7.3 For the avoidance of doubt, the SMP operator must give at least thirty (30) business days advance notice in writing to URCA and other licensees with whom it has existing interconnection agreements or negotiating one of any proposed changes to an approved RAIO. If URCA does not challenge the amendment within that period, the SMP

operator may proceed with the amendment. If URCA notifies the SMP operator in writing that it disagrees with the proposal, then the SMP operator shall not proceed with the proposed change unless URCA withdraws its objection or until after URCA has publicly consulted on the issue and URCA has issued a final determination/decision on the process.

- 7.4 All earlier agreements for access and/or interconnection entered into under the RAIO must incorporate any approved amendments to the RAIO. The main body of the RAIO should state this principle.

8. REVISION OF ACCESS AND INTERCONNECTION AGREEMENT (AIA)

- 8.1 The RAIO is expected to change over time as the Bahamian electronic communications sector evolves. All agreements for access and/or interconnection should be automatically amended to reflect the published approved RAIO to ensure consistency with regulatory or other measures issued by URCA. Changes to the RAIO may also reflect several other inputs, including:

- Further liberalization of the sector, and the introduction of competition into new services. (For example, in the future the RAIO may need to provide for access and interconnection for carrier pre-selection, number portability).
- Availability of reliable and relevant costing data.
- Court decisions or Utilities Appeal Tribunal decisions that compel amendments to a RAIO and agreements.

- 8.2 Where URCA has directed an SMP operator to modify the published approved RAIO, if the changes are relevant to the terms of an existing AIA, the modification will be automatically incorporated into an agreement without the need for negotiation between the parties. Up-to-date RAIOS and marked up copies should be prominently posted on the SMP operator's website so other licensed operators can track changes.

9. FILING OF AGREEMENTS

- 9.1 All agreements for access and/or interconnection involving an SMP operator must be submitted to URCA at least ten (10) business days before they come into effect.

- 9.2 If an existing agreement is modified in a material way, other than to reflect changes approved by URCA, the revised agreement should be submitted to URCA, with the proposed modifications in such a form as to show each modification as it will read if adopted, with any changes in language either underlined or in bold type, if new, and lined out, if deleted.

10. DISPUTE RESOLUTION

10.1 URCA may intervene in and resolve:

- Pre-agreement disputes (i.e., disputes that may arise between parties during negotiations); and
- Post-agreement disputes (i.e., disputes about the terms and conditions of an existing contract).

10.2 Post-agreement disputes may be referred to URCA for resolution unless specifically excluded by the terms of the agreement.

10.3 Disputes referred to URCA may affect the agreement (or proposed agreement) in its entirety, or to a particular clause or part of the agreement (or proposed agreement). For example, an interconnection dispute may affect the technical specifications for interconnection at a particular POI, or to charges for specific call termination services.

10.4 Disputes referred to URCA will be subject to any dispute resolution procedures already in place or any new procedures issued by URCA.

10.5 The parties shall not refer any dispute to URCA unless they have first made good faith and reasonable efforts to negotiate the matter:

- over a period of not less than 4 calendar months following the onset of any complaint or dispute between them; or,
- having referred the matter to alternative dispute resolution, were unable to resolve the matter through that process.