

Reference Interconnection Offer

Definitions

Definitions

Acceptance Testing	The process described in Paragraph 2.4 of the Joint Working Manual.
Act	The Telecommunications Act or any statute replacing or amending same.
Agreement	This agreement between the Parties comprising the Legal Framework and all attendant Schedules, Annexes or Attachments including the Definitions – Schedule 1, the Tariff Schedule – Schedule 2, the Service Descriptions – Schedule 3, the Joint Working Manual – Schedule 4, the Service Schedule – Schedule 5 and the Parameter Schedule - Schedule 6.
Answer Message	An ISUP answer message (ANM).
Answered Call	A call where an Answer Message has been received.
Associated Company	shall mean in relation to a Party any other legal entity which either (a) directly or indirectly owns or controls the Party; or (b) is under the direct or indirect ownership or control of the same legal entity directly or indirectly owning or controlling the Party; or (c) is directly or indirectly owned or controlled by the Party
Billing Data	Information in respect of Calls passed across the Point of Connection during the relevant Billing Period as more particularly described in the Joint Working Manual.
Billing Period	The monthly period ending on the last day of every month.
Business Day	A day, Monday through Friday, that is a normal working day for Government offices in Guyana.
Business Hours	The period of 9:00 A.M. to 5:00 P.M. on any Business Day
Bypass Operations	Has the meaning given to it in the Act
Call	The set-up, holding and ending of a transmission path through the System of either Party into the System of the other Party for conveyance of Messages within 3.1 KHz speech service in accordance with the technical specifications set out in the Joint Working Manual and reference to the conveyance of Calls by a Party means the establishment by that Party of a transmission path through that Party's System and the conveyance by that Party in accordance with this Agreement of a Message (if any) over such transmission path.
Call Availability	Has the meaning given to it in Paragraph 1.8.5 of the Joint Working Manual.
Call Duration	Period between Call Start and Call End.
Call Duration Charge	The cost based charge for Call Duration.
Call End	The point during a Call at which an ISUP release message (REL) is received by the Service Supplier System or Service Taker System, as the context requires.
Call Setup	The signalling activities required to set up a Call.
Call Setup Charge	The cost based charge to perform a Call Setup.
Call Start	The point during a Call Setup at which an Answer Message is received by the Service Supplier System or Service Taker System, as the context requires
Carrier	Has the meaning given to it in the Act.
Carrier Licence	A licence to own and operate facilities for the provision of specified services (as such term is defined in the Act) issued by the Minister in accordance with the Act

Carrier System	A point to point transmission facility whose sole purpose is to provide 2.048 Mbps Network Links between a Service Supplier and a Service Taker. It incorporates the multiplexing and de-multiplexing of 2.048 Mbps bearer services.
CDRs	Call Detail Records
Charges	The amounts specified in the Tariff Schedule and described in the Service Descriptions which are payable pursuant to Clause 9 of the Legal Framework.
Circuit Termination Unit or CTU	A technical unit at which the Joining Service is terminated and which has the technical specifications set out in the Joint Working Manual
Claim	Has the meaning given to in Clause 27.8 of the Legal Framework.
CLI (Calling Line Identification)	The out of band signalling parameter which automatically transmits the Mobile Subscriber ISDN Number associated with the Subscriber Connection from which a Call is generated, to the called customer.

Confidential Information

Any information, in whatever form (including the contents of this Agreement), which: (i) in the case of written or electronic information is clearly designated as confidential and which in the case of information disclosed orally is identified at the time of disclosure as being confidential or (ii) is by its nature confidential (including but not limited to all information (excluding CLI to the extent that it could be disclosed to a called party (i.e. CLIP) – but not in terms of using it for commercial activities, e.g. by providing it to its Customer Facing Division), know-how, ideas, concepts, technology, manufacturing processes, industrial processes, billing information, marketing and commercial knowledge of a confidential nature (whether in tangible or intangible form) relating to or developed in connection with or in support of the business, of either Party within Jamaica) and including such Confidential Information already disclosed by either Party to the other prior to the date of this Agreement, but excluding any information:

(a) Which is or becomes part of the public domain (other than through any breach of this Agreement or any obligation of confidence); or

(b) Rightfully received by one Party from a third person without a duty of confidentiality being owed by the other Party to the third person, except where the other Party knows or ought reasonably to know that the third person has obtained that information either directly or indirectly as a result of a breach of a duty of confidence owed to the first mentioned Party; or

(c) Which has been independently developed by another Party; or

(d) Which is in the possession of or is known by the Receiving Party prior to its receipt from the Disclosing Party;

(e) Which is disclosed to satisfy a legal demand by a court of competent jurisdiction or by a government agency, provided

the Disclosing Party requests to the court or the government agency that it keep such information confidential; and

informs the other Party of such demand as soon as reasonably possible to permit said Party to take such actions (including seeking injunctive relief) to protect the confidentiality of all or part of such information and disclosure is only made to the extent required; or

(f) which is authorised to be disclosed by the Disclosing Party in writing to the Receiving Party to the extent of that authority; or

(g) which is disclosed to obtain or maintain any listing on a recognised stock exchange subject to the Receiving Party informing the Disclosing Party as soon as reasonably practicable after such disclosure.

Critical Link Failure

Has the meaning given to it in Paragraph 2.5.2 of the Joint Working Manual.

Critical Route Failure	Has the meaning given to it in Paragraph 2.5.2 of the Joint Working Manual.
CTU Patch Panel Frame	The interface between the CTU multiplexing equipment and the respective Service Supplier/Service Taker switch.
Customer Facing Division	A division which deals directly with Subscribers and includes those responsible for sales and marketing of telecommunications services.
Deal With	Has the meaning given to it in Clause 27.8 of the Legal Framework.
Definitions	The name given to this document which is at Schedule 1 of this Agreement.
Dial Set-up Delay	Has the meaning given to it in Paragraph 1.8.6 of the Joint Working Manual.
Disclosing Party	A Party disclosing Confidential Information to the other Party.
Early Termination Charge	The amount set out in the Tariffs Schedule and chargeable pursuant to Paragraph 2.3.2.6 of the Joint Working Manual.
Electromagnetic Compatibility (EMC)	A set of requirements more particularly described in Paragraph 1.5.5 of the Joint Working Manual that define the maximum radiation for equipment against international standards.
Erlang	A unit used to denote the utilisation of the elements of a Telecommunications System usually expressed as a single hour measurement or a total of single hour measurements, usually during a busy hour.
Error Free Seconds	A second which is not an Errored Second or a Severely Errored Second.
Errored Second	Has the meaning given to it in Paragraph 1.6.1 of the Joint Working Manual.
Fatal Fault	Has the meaning given to it in Paragraph 4.8 of the Joint Working Manual.
Fault	A fault on a Party's System.
Fault Control Centre or FCC	The fault control centre more particularly described in Paragraph 2.5.3 of the Joint Working Manual.
Fault Control Manager	A person with the responsibilities outlined in Paragraph 2.2.1 of the Joint Working Manual.
Fault Log Number	A log number given to a Fault in accordance with Paragraph 2.5.3 of the Joint Working Manual.
Fault Owner	The Party who is responsible for clearing a Fault.
Fault Receiving Party	The Party who is in receipt of a Fault report.
Fault Reporting Party	The Party who has reported a Fault.
Fault Restoration Times	The times for restoration of a service as more particularly described in the Joint Working Manual and Parameter Schedule.
Final Forecast	A Forecast accepted and signed off by both Parties, as is more particularly described in the Joint Working Manual.
Final Test Report	The log of interconnection tests produced in accordance with Chapter 4 of the Joint Working Manual.
First Live Traffic	The third phase of interconnect testing as more particularly described in Chapter 4 of the Joint Working Manual.

Force Majeure	Any circumstances outside the reasonable control of a Party, including (without limitation), officially declared national disasters, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government, act of God, fire, earthquake, hurricane, flood, lightning or explosion, outbreak of pestilence or epidemics, government rationing of electricity and embargos or trade restrictions.
Forecast	A quantitative prediction made by the Service Taker for the Services required from the Service Supplier over an agreed period in accordance with the provisions of the Joint Working Manual.
Forecasting Meetings	The meetings more particularly described in Paragraph 2.2.2 of the Joint Working Manual.
Imperfections	Faults identified in testing which are more particularly described in Paragraph 4.8 of the Joint Working Manual.
Inadmissible Fault	A fault identified in testing which is more particularly described in Paragraph 4.8 of the Joint Working Manual.
Indemnified Party	Has the meaning given to it in Clause 27.7 of the Legal Framework.
Indemnifying Party	Has the meaning given to it in Clause 27.7 of the Legal Framework.
Individual Location Tests	The first phase of testing as more particularly described in Chapter 5 of the Joint Working Manual.
Intellectual Property Rights (IPR)	Letters patent, utility models, semi-conductor topographies, registered designs, design rights and copyrights, trade and service marks, trade names, rights in logos and get up, inventions, trade secrets and know-how, all rights of whatsoever nature in computer software and data, all rights of privacy and all intangible rights and privileges of a similar nature, in every case in any part of the world and whether or not registered and including all granted registrations and all applications for registration in respect of any of the same
Interconnect Resolution Log	A log of interconnection issues that is used to keep track of interconnect issues and their status as more particularly described in Paragraph 2.2.5 of the Joint Working Manual.
Interconnection	Has the meaning given in the Act.
Internally Detected Faults	Faults that a Party detects within its own network.
IP Indemnified Party	Has the meaning given to it in Clause 21.2 of the Legal Framework.
IP Indemnifying Party	Has the meaning given to it in Clause 21.2 of the Legal Framework.
IP Owner	Has the meaning given to it in Clause 21.3 of the Legal Framework.
Joint Working Manual	The name given to the document at Schedule 4 of this Agreement.
Liaison Manager	The representative with the role set out in Paragraph 2.2.1 of the Joint Working Manual.
Licence	Has the meaning ascribed to it in the Act.
Licensee	The holder of a Licence to provide Telecommunications Services issued by the Minister in accordance with the Act.
Maintenance Party	Has the meaning given to it in Paragraph 2.6 of the Joint Working Manual.

Major Link Failure	Has the meaning given to it in Paragraph 2.5.2 of the Joint Working Manual.
Major Route Failure	Has the meaning given to it in Paragraph 2.5.2 of the Joint Working Manual.
Messages	3.1KHz speech and the associated CCSS7 protocol used to convey the call setup, clear down and supplementary service information for such messages together with SMS Messages and Roaming Messages.
Microwave Antenna	As used in the Small Capacity Joining Service and specified in the Joint Working Manual.
Microwave Transmission Medium Minister	A Radio Carrier System that will support Network Links. The Minister to whom responsibility for telecommunications is assigned as specified in the Act.
Minor Link Failure	Has the meaning given to it in Paragraph 2.5.2 of the Joint Working Manual.
Minor Route Failure	Has the meaning given to it in Paragraph 2.5.2 of the Joint Working Manual.
Mobile Network	Has the meaning ascribed to it in the Act.
Monthly Recurring Charge	A Charge, set out in the Tariff Schedule, that is payable monthly in accordance with Clause 9 of the Legal Framework and the relevant Service Description.
National Numbering Plan	The numbering regime for Jamaica geographic and non-geographic numbers including the NXX national prefixes and local number portion as administered pursuant to the Act.
Network Fault	A Fault of the type more particularly described in Paragraph 2.5.2 of the Joint Working Manual.
Network Integration Tests	The second phase of interconnect testing described in Chapter 4 of the Joint Working Manual.
Network Licence	A licence issued by the Minister to the operator of a Network in accordance with the Act.
Network Link	T1 transmission facilities within a Carrier System.
Network Link Availability	Has the meaning given to it in Paragraph 1.6.1 of the Joint Working Manual
Non –Service Affecting or NSA	The Faults more particularly described in Paragraph 2.5.2 of the Joint Working Manual.
NXX	The current general configuration for exchange codes within each NPA.
One-off Charges	Charges that are generally non-recurring and specified in the Tariffs Schedule.
Operational Field Trial	The third phase of interconnect testing as described in Chapter 4 of the Joint Working Manual.
Operational Meetings	The meetings more particularly described in Paragraph 2.2.2 of the Joint Working Manual.
Operations Manager	The representative with the responsibilities referred to in Paragraph 2.2.1 of the Joint Working Manual.
Optical Fibre	A high capacity transmission medium used for telecommunications transmission which can be either an OC-1 or OC-3.
Order	A request for the provision of services pursuant to this Agreement and in the format set out in the Joint Working Manual.
Order Plan	A plan detailing the ordered services for a period of a Quarter, agreed and signed by both Parties in accordance with the Joint Working Manual.
Order Planning Meetings	The meetings more particularly described in Paragraph 2.2.2 of the Joint Working Manual.

Other Affected Party	Has the meaning given to it in Paragraph 2.5.3 of the Joint Working Manual.
Overall Test Manager	The representative with the responsibilities outlined in Paragraph 4.9 of the Joint Working Manual.
Parameter Schedule	The name given to the document in Schedule 6 of this Agreement.
Party	Either TELCO or DIGICEL ¹ (the Interconnection seeker or Interconnection Provider) in this Agreement, according to context.
Penalty Charger	Has the meaning given to it in Paragraph 2.3.7 of the Joint Working Manual
Penalty Payer	Has the meaning given to it in Paragraph 2.3.7 of the Joint Working Manual
Performance Reports	The reports submitted on a monthly basis more particularly described in Paragraph 2.2.4 of the Joint Working Manual.
Planned Maintenance	Maintenance falling within the description in Paragraph 2.6 of the Joint Working Manual.
Planning Manager	A representative with the responsibilities outlined in Paragraph 2.2.1 of the Joint Working Manual.
PLMN	Public Land Mobile Network.
PLMN Terminating Access Service	The Service of that name as more particularly described in the Service Descriptions.
PLMN Transit Service	The Service of that name as more particularly described in Part 3 of the Service Descriptions.
Point of Connection	A physical point between the Systems of the Parties to this Agreement at which the provision of and responsibility for a Service starts or ends.
Point of Handover	A physical point between the System of one of the Parties to this Agreement and the System of a Third Party Telecom Provider at which the provision of and responsibility for a Service starts or ends.
Point of Interconnection (POI)	A location which is part of the Party's System and that is specified in the Service Schedule as a location at which the Party will connect to the other Party's System.
Project Manager	A representative with the responsibilities outlined in Paragraph 2.2.1 of the Joint Working Manual.
Propagation Delay	Has the meaning given to it in Paragraph 1.8.7 of the Joint Working Manual
Provisional Forecast	A forecast for all services that a Party requires in the role of Service Taker from the other Party in the role of Service Supplier for the ensuing two year period, covering the Joining Service requirements, and traffic forecasts for all other requested services. Forecasts will be divided into eight quarters. The Provisional Forecast becomes a Final Forecast once agreed with the other Party.
PSTN	The public switched telephone network. For the avoidance of doubt, this definition includes any fixed network whether wired or wireless.
Public Network	Has the meaning ascribed to it in the Act.
Quality of Service	The standard to which a service will be provided.

¹ The parties may opt to use actual names rather than references to TELCO throughout the actual interconnection agreement

Quarter	The three month period commencing on 1 January, 1 April, 1 July and 1 October, respectively.
Ready for Service Date	The date specified in the Order Plan or as otherwise agreed between the Parties, on which a Service will be ready for use.
Ready for Test Date	The date, specified in the Order Plan or as otherwise agreed between the Parties, on which a Service will be ready for Network Integration Tests
Receiving Party	A person receiving Confidential Information.
Regulator	Public Utilities Commission / Telecommunications Agency or such other body which may from time to time be charged with the regulation of the telecommunications industry or the assignment of spectrum.
Release Message	Has the meaning given to it in ANSI T1.111.
Response Time	Has the meaning given to it in Paragraph 2.5.4 of the Joint Working Manual
Restoration Times	The times for restoration of a Fault detailed on a service by service basis in the Joint Working Manual and Parameter Schedule.
RIO	A Reference Interconnection Offer submitted by a Party pursuant to the Act.
Routing Parameter	Information identifiable to a network conveyed during the setup of a call or circuit connection for addressing functions.
Service	One of the services more particularly described in the Service Description under the category of "Joining Service" and "Termination Services".
Service Affecting or SA	The Faults more particularly described in Paragraph 2.5.2 of the Joint Working Manual.
Service Description	The name given to the document in Schedule 3
Service Implementation Meetings	The meetings more particularly described in Paragraph 2.2.2 of the Joint Working Manual.
Service Provider	A Licensed provider of Telecommunications Services, as defined in the Act
Service Provider Licence	A licence to provide specified services (as such term is defined in the Act) issued by the Minister in accordance with the Act,
Service Quality Manager	A representative with the responsibilities outlined in Chapter 2 of the Joint Working Manual.
Service Schedule	The name given to the document in Schedule 5.
Service Supplier	The Party who provides a Service as specified on a service by service basis in the Service Schedule.
Service Supplier Numbering Ranges	The numbering ranges allocated to Service Supplier by the Regulator
Service Switching Point	A CCSS7 signalling facility in the Service Supplier/Service Taker System.
Service Taker	The Party who requests a Service as specified on a service by service basis in the Service Schedule.
Severely Errored Second	Has the meaning given to it in Paragraph 1.5.1 of the Joint Working Manual.
Short Message Service (SMS) Message	Up to 160 alphanumeric characters that can be sent/received from suitably equipped mobile phones on a suitably configured mobile network.

Signalling Links	A 56 kbit/s transmission path provided exclusively for the exchange of signalling messages between Service Switching Points of the Service Taker and the Service Supplier as more particularly described in the Joint Working Manual
SONET (Synchronous Optical Network)	The ANSI standard for synchronous data transmission on optical media.
Spectrum Licence	A licence to use spectrum issued by the Minister in accordance with the Act.
Subscriber	An end user in Guyana with whom one of the Parties to this Agreement has entered into an agreement for the provision of publicly available Telecommunication Services in Guyana.
Subscriber Connection	The point at which a Subscriber connects to the PSTN or a PLMN as the case may be.
Sufficient Immovable Fixed Assets	Fixed assets of the Telco located in Jamaica of a value which would reasonably cover the amount of any security deposit calculated in accordance with this Clause.
Switch	A facility which performs the function or is capable of performing the function of switching and routing Messages between two or more points.
Switch Port System(s)	A physical T1 Switch interface. Telecommunications Equipment, including but not limited to switches, routers, and network links.
Tariff Period	The hours during which tariffs are applied. It could include peak rate, off-peak rate, and weekend rate.
Tariff Schedule	The name given to the document in Schedule 2 of this Agreement.
Telecommunications Equipment	Any facility, apparatus or other thing that is used or capable of being used for telecommunications or for any operation directly connected with telecommunications, and includes a transmission facility.
Telecommunications Network	Has the meaning ascribed to it in the Act.
Telecommunications Service	Has the meaning ascribed to it in the Act.
Telecommunications Services Licence	A Licence to provide Public Telecommunications Services issued by the Minister in accordance with the Act.
Term	Means the period from the date of signature of the interconnection Agreement to the date of termination of this Agreement in accordance with its terms and refers to the initial length of the Agreement and any extension or renewal thereof.
Termination Services	The services more particularly described in Part 2 of the Service Descriptions.
Test Guidelines	Has the meaning given to in Paragraph 4.3 of the Joint Working Manual.
Test Report	Has the meaning given to in Paragraph 4.5 of the Joint Working Manual.
Test Sheet	Has the meaning given to in Paragraph 4.5 of the Joint Working Manual.
Test Specification	Has the meaning given to in Paragraph 4.3 of the Joint Working Manual.
Test Suite	Has the meaning given to in Paragraph 4.6 of the Joint Working Manual.
Time Unit	The accuracy to which the Call Duration is measured, which is one tenth of a second.

Trunk Group	An assignment of service traffic into dedicated routes, having the characteristics described in Paragraphs 1.7.2 of the Joint Working Manual. All trunk groups will be comprised of 64Kbps channels capable of supporting voice calls.
Unagreed Traffic	Traffic of a type which is not specifically included in the Service Descriptions annexed to this Agreement
Unsuccessful Call Attempt	A Call that has not been successfully Answered.
Usage Charges	The usage related charges that are specified in the Tariff Schedule.
Verification Time	Has the meaning given to it in Paragraph 2.5.4 of the Joint Working Manual