Interconnection Agreement

Legal Framework

GNP v 1.0

CABLE & WIRELESS

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This Agreement is made this [ ] day of [ ], 2002

BETWEEN

A) Global Network Providers (Grenada) Ltd., a limited liability company duly incorporated and existing under the laws of Grenada, having its registered office at Morne Jaloux, St. Georges, Grenada (the "Telco"); and

B) Cable & Wireless Grenada Limited, a limited liability company duly incorporated and existing under the laws of Grenada having its registered office at the Carenage, St. Georges, Grenada ("C&W").

RECITALS

A) The Telco is licensed to establish and operate a public cellular mobile telecommunications network as well as a fixed public telecommunications network in Grenada and to provide services to the public under those licences.

B) C&W is likewise licensed to establish and operate a public cellular mobile telecommunications network as well as a fixed public telecommunications network and to provide services under those licences.

C) The Telco has requested interconnection of its Public Voice Network from C&W, and the Parties have agreed to interconnect their respective networks in accordance with the Telecommunications Act 2000 on the terms and conditions set out herein.

1. Definitions and Applicability

1.1 In this Agreement, unless the context otherwise requires or explicitly states, the terms used shall have the meanings assigned to them in the Definitions schedule.

1.2 In this Agreement, unless the context otherwise requires or explicitly states:

a) The singular includes the plural and vice versa;

b) Reference to an agreement or other instrument includes any variation or replacement to or of either of them;

c) Reference to any Clause, Schedule, Annex or other Attachment is a reference to a clause of or schedule, annex or attachment to this Agreement and any reference to this Agreement includes any such Schedule, Annex or other Attachment. Reference to any Paragraph is a reference to a paragraph of a Schedule, Annex or Attachment.

d) Reference to any statute, ordinance, code or other law includes regulations and other instruments under it and any consolidations, amendments, re-enactments or replacements thereof at any time;

e) The expression "person" includes any individual, firm or company;

f) All references to $EC or other payable amounts refer to Eastern Caribbean Dollars unless otherwise stated; and

g) If a day on which payment of money falls due is not a Business Day, the due day for such payment shall be deemed to be the next following Business Day.

1.3 References in this Agreement to either Party shall include any legitimate successors or assigns of that Party pursuant to Clause 32.

1.4 Headings are included for convenience and do not affect the interpretation of this Agreement.

1.5 In the event of any inconsistency between the numbered Clauses of this Agreement and the Schedules, Annexes or other Attachments, the numbered Clauses of this Agreement shall prevail. In any other event the following order of priority will apply:

a) Definitions

b) Service Descriptions

c) Joint Working Manual

d) Service Schedule and Parameter Schedule

e) Tariff Schedule

2. Duration

2.1 This Agreement takes effect on the date it is approved and has been executed, and continues in full force and effect for a period of five (5) years unless terminated in accordance with Clause 23 or otherwise varied in accordance with the provisions of Clause 22. In the event of any variation pursuant to Clause 22, the Agreement as amended shall continue in full force and effect unless terminated in accordance with Clause 23 or further otherwise varied in accordance with the provisions of Clause 22.

2.2 In the event that the period set out in Clause 2.1 expires and the Parties have not concluded an agreement replacing this Agreement, the terms and conditions of this Agreement shall continue in full force and effect until such time as a replacement agreement is negotiated and approved, provided however that, neither shall be obliged to continue to provide service if no agreement is reached and approved within 6 months of the conclusion of the term referenced in Clause 2.1

3. Interconnection

3.1 C&W shall connect and keep connected the C&W System to the Telco System and the Telco shall connect and keep connected the Telco System to the C&W System in

the manner described in this Agreement in order to convey Calls to, from or in transit over their respective System.

3.2 Subject to Clause 15, Points of Connection shall be established between the C&W Interconnect Switch Location and Telco Interconnect Points of Presence specified in the Service Schedule in accordance with the Joining Service as more particularly described in the Service Descriptions.

3.3 Each Party shall ensure that its Telecommunications Facilities at each relevant C&W Interconnection Switch Location or Telco Interconnect Point of Presence conform to the technical requirements set out in the Joint Working Manual.

4. Forecasting, Ordering and Provision of Interconnect Capacity

4.1 The Parties will exchange Forecasts for each Service as required in the Service Descriptions in accordance with the procedures set out in the Joint Working Manual and shall comply with all the applicable provisions of the Joint Working Manual relating to forecasting.

4.2 The Parties will order and provision capacity in accordance with the procedures set out in the Joint Working Manual and comply with all applicable provisions of the Joint Working Manual relating to ordering and provisioning.

5. Testing

5.1 The Parties will carry out the Acceptance Testing and commissioning procedures described in the Joint Working Manual.

6. Operation and Maintenance

6.1 Subject to Clause 9.1, each Party shall be responsible for planning, providing, operating and maintaining all Telecommunications Facilities located on its side of the interface at the Point of Connection.

6.2 Each Party shall manage traffic on its System so as to avoid disruption to the other Party’s System to the maximum extent reasonably practicable and each Party shall take all necessary steps as are reasonably practicable to minimise service failures and congestion and signalling system disturbances within its own System which would affect the ability of the other Party to carry Calls across such other Party's System in accordance with the routing principles set out in the Joint Working Manual and the Parameter Schedule.

6.3 Each Party shall advise the other Party of any Faults or planned maintenance in accordance with the procedures set out in the Joint Working Manual and shall resolve the Faults or conduct the maintenance in accordance with the Joint Working Manual.

6.4 Each Party may make reasonable tests and inspections of any services and Telecommunications Facilities it provides to the other and may upon reasonable

notice temporarily interrupt services carried on the Telecommunications Facilities being tested or inspected in accordance with the provisions of the Joint Working Manual relating to planned maintenance. Where a test or inspection will affect telecommunications traffic originating or terminating on or transiting the other Party's System, the testing or inspection shall be carried out in such a way as to minimise disruption to the other Party's System.

7. System Changes

7.1 Each Party shall notify the other Party of developments within its System that may impact on the routing and forecasting of traffic upon finalisation of a decision to make such changes.

7.2 Neither Party shall make or permit to be made any alteration, adjustment or addition to its System in such a way as to materially impair the operation of the other Party's System or otherwise to materially affect the conveyance of Calls over a Point of Connection unless the Party provides reasonable prior written notice to enable the other Party to make modifications to its own System which are necessary to maintain interconnection at the agreed standards. Each Party shall take appropriate and reasonable steps to minimise the impact on the other Party of such alteration, adjustment or addition (including the costs).

7.3 In the event that at any time either Party proposes to change any standards or implement additional standards or standards with different features which may affect the operation of the other Party's System, the Party shall so notify the other Party as soon as practicable and in any event at least six (6) months in advance, so that the other Party has a reasonable opportunity to attempt to meet such standards or adjust its System accordingly. Each Party shall take appropriate and reasonable steps to minimise the impact on the other Party of such alteration, adjustment or addition (including the costs).

7.4 Subject to Clauses 7.2 and 7.3, nothing in this Agreement shall limit either Party's ability to upgrade its System through the incorporation of new equipment, new software or otherwise or to change, in part or in whole, the design, function, operation or layout of its System.

7.5 The applicable standards of operation of each Party's System for the purpose of the Services will be those specified in the Joint Working Manual and, in the absence of any specified standards, will be such applicable international standards as the Parties may agree.

8. Telecommunication Services

8.1 Each Party shall provide the other with the Services for which that Party is indicated as being the Service Supplier in the Service Schedule, provided that each Party's System and all relevant Points of Connection are suitable for the conveyance of Calls

pursuant to the relevant Service Description. Subject to Clause 15 the Services shall be provided in accordance with the Service Descriptions and the Joint Working Manual.

8.2 For the avoidance of doubt, and notwithstanding the interconnection of the Parties' Systems, neither Party shall hand over to the other Party, nor have an obligation to convey Calls of any category, unless the Parties have agreed to convey Calls of that category pursuant to a Service Description. In the event that Calls not expressly provided for are handed over and accepted for conveyance, the following supplementary charges will be applied: (i) where the Call is of a type described in a Service Description, the charges for that Service as set out in the Tariff Schedule, and (ii) where the Call is of a type not described in a Service Description, the charges for PSTN Terminating Access Service as set out in the Tariff Schedule, or such amount as is reasonable having regard to all the circumstances.

8.3 Each Party shall be solely responsible for the switching and routing of all telecommunication services on its System and shall not be liable for telecommunications services provided by a Third Party Telecom Provider. Such switching and routing shall be consistent with the principles in the Joint Working Manual.

9. Charges and Payment

9.1 Each Party shall pay to the other the relevant Charges applicable to each Service as more particularly described in the Service Descriptions and tariffed in the Tariff Schedule.

9.2 With the exception of the Access Deficit Contribution component of any Charges, unless agreed otherwise between the Parties, Charges payable by C&W to the Telco for a Service shall be the same as the Charges payable by the Telco to C&W for the same Service. In the event that C&W's Charges for a Service are varied pursuant to Clause 10, the Telco will vary its Charges for the same Service to ensure they remain the same. The Charges payable by C&W to the Telco in respect of a Service shall not include an Access Deficit Contribution.

9.3 Payments shall be made in an agreed form and will be deemed made on the date of receipt of such payments in cleared funds.

9.4 Subject to Clause 9.5, all Charges payable under this Agreement shall be payable within thirty (30) days of deemed receipt of an invoice. In the event that either Party shall fail to pay any amount due hereunder within such thirty (30) day period, the payee shall be entitled to charge and receive interest at the base lending rate of C&W's principle bankers from time to time in force plus 2%, from and including the day following the due date for payment until the date of payment in full, and whether before or after any court judgement or other award.

9.5 In the event that either Party disputes the specific amount of any invoice delivered by the other Party under this Agreement the Parties shall resolve the dispute in

accordance with the investigation and determination procedures set out in the Joint Working Manual. Notwithstanding any dispute as to any payment, the Parties shall remain obliged to continue to observe and perform the provisions of this Agreement.

9.6 Notwithstanding the reference of any dispute for investigation and determination under this Agreement, if the amount in dispute represents less than 5% of the total amount (excluding any value added or other applicable tax) of the invoice, the invoiced amount shall, for the purposes of Clause 9.3 be deemed payable in full. If the amount in dispute represents 5% or more of the total amount of the invoice (excluding any value added or other applicable tax), the amount in dispute shall, for the purposes of Clause 9.3, be deemed not payable pending resolution of the dispute under Clause 9.4. Nothing in this Clause shall be taken as permitting a Party to withhold payment of an amount that is not in dispute.

9.7 Where appropriate, any value added or other applicable tax shall be added to all or any part of the Charges under this Agreement, and shall be paid by the Party responsible for making such payment.

9.8 To the extent that C&W is permitted to rebalance its rates such that its Access Deficit is reduced, the amount of the ADC payable pursuant to the terms of this Agreement shall be reduced by a proportionate amount.

9.9 For the purposes of this Clause 9, “Access Deficit” means the amount by which the fully distributed costs of providing access services (and local services where applicable) exceed the revenues derived from those services.

10. Variation of Charges

10.1 C&W may from time to time notify the Telco of changes to specific Charges,

i) where the Commission has approved changes to those Charges; or

ii) where a Third Party Telecom Provider has made changes to its charges, and these charges form part of the specified C&W Charges.

Such notice shall specify the date on which the variation is to become effective. In the case of changes falling within (i) above, the changes will take effect from the effective date approved by the Commission. In the case of changes falling within (ii) above, evidence of the change by the Third Party Telecom Provider shall be provided to the Telco, and the changes will take effect from the date set out in the notice as being the effective date, such date being at least 5 weeks from the date such notice is deemed to be received unless, in the case of changes falling within (ii) above, C&W does not receive sufficient notice from the Third Party Telecom Provider. In the case of changes falling within (ii) above, to the extent that C&W does not receive sufficient notice from the Third Party Telecom Provider to give at least 5 weeks' notice of any changes C&W will give as much notice is as reasonably practicable.

11. Billing

11.1 Each Party shall be responsible for invoicing its own Subscribers.

11.2 Each Party shall be entitled to invoice the other Party for the relevant Usage Charges and Monthly Recurring Charges following the expiration of each Billing Period. Each Party shall use reasonable endeavours to deliver invoices in a timely manner in accordance with the Joint Working Manual.

11.3 Subject to Clauses 11.2 and 11.4, each Party shall be entitled to invoice the other Party for applicable One-off Charges and any other amounts expressed as being payable in accordance with the specific provisions of this Agreement.

11.4 Invoicing for the Joining Service shall be carried out in accordance with the relevant Service Description and all reasonable endeavours shall be used to ensure that all information necessary to produce a complete invoice for such Services is obtained in a timely manner.

11.5 Any failure to deliver invoices in accordance with Clause 11.2, 11.3 or 11.4 shall not be deemed to be a waiver of the invoicing Party's rights in respect of payment or a breach of a material obligation of the invoicing Party.

11.6 For the purpose of reconciling accounts, each Party shall use all reasonable endeavours to provide the other with Billing Data in respect of Calls conveyed from its System and handed over to the other Party at a Point of Connection in accordance with the Joint Working Manual.

11.7 Notwithstanding the above, in the event that:

a) Billing Data is temporarily or permanently unavailable;

b) in the first twelve (12) months following signature of this Agreement, a billing error is discovered that occurred in the previous three (3) Billing Periods; or

c) at any time after the first twelve (12) months following signature of this Agreement, a billing error is discovered that occurred in the previous Billing Period

the Parties shall follow the procedures set out in the Joint Working Manual.

12. Infrastructure Sharing

12.1 Nothing in this Agreement shall be taken as requiring a Party to share Telecommunications Facilities or to provide co-location.

13. CLI

13.1 The Parties will pass CLI in accordance with the Joint Working Manual and any agreed code of practice for CLI from time to time in force. For the avoidance of doubt, neither Party is required to pass CLI for any Call in respect of which CLI is not available.

14. Numbering

14.1 Each Party shall make the necessary adjustments to its System to route Calls to the other Party's System in accordance with the number ranges and other numbers assigned to the other Party under the National Numbering Scheme and in accordance with the Service Descriptions and the Service Schedule.

14.2 Each Party shall use numbers in accordance with the National Numbering Scheme.

15. Service Performance and Standards

15.1 Subject to Clause 15.3, the Parties shall use all reasonable endeavours to comply with the provisions relating to quality of service set out in the Joint Working Manual and the Parameter Schedule.

15.2 Subject to Clause 15.3, the Parties shall use all reasonable endeavours to at all times apply standards (including signalling standards) and operating guidelines which are consistent with the Joint Working Manual.

15.3 Save as is set out in Clause 15.1 and 15.2, the Parties provide no other warranties, representations, undertakings or commitments in respect of quality of service including, but not limited to, warranties, representations, undertakings or commitments in respect of difficulties or faults which result in a failure to establish service, in-service interruption or loss of or distortion of communication, and all implied warranties are hereby excluded.

16. Safety and System Protection

16.1 Each Party shall be responsible for the safe operation of its System and shall take all steps reasonably necessary or required by law to ensure that such operation and the implementation of this Agreement:

a) comply with any specific safety and protection requirements contained in this Agreement (including, without limitation, the Joint Working Manual);

b) do not endanger the safety or health of the officers, employees, contractors, representatives, agents, invitees or Subscribers of the other Party;

c) do not damage, interfere with or cause any impairment to or deterioration in the operation of the other Party's System;

d) do not interfere with the use or provision of licensed telecommunication services provided by the other Party, provided that this principle shall not preclude the taking of action by either Party in the normal operation of its System to protect its System, on condition that any such action is in compliance with the Joint Working Manual.

16.2 In the event that it is agreed to be necessary or desirable for representatives of a Party to access the premises of the other Party, each Party shall use its reasonable

endeavours to comply with all reasonable security and safety practices and procedures applicable to access to and operations on the premises of the other Party notified to it by the Party whose premises are being visited. Subject to the indemnified Party complying with Clause 26.6 each Party shall indemnify and keep indemnified the other against all risks and damages, costs, claims and expenses arising out of any breach by the indemnifying Party of this Clause 16.2.

17. Prevention of Fraud

17.1 To the extent permitted by law, the Parties will promptly upon becoming aware of fraudulent use, theft or misuse of the Parties' respective Services and associated Telecommunications Facilities inform the other of such circumstances.

17.2 If requested, the Parties shall co-operate in the provision of information to the Commission or to other relevant regulatory bodies, in relation to fraudulent use, theft or misuse of the Parties' respective Services and associated Telecommunications Facilities.

18. Confidentiality

18.1 Subject to the following provisions of this Clause 18, a Receiving Party shall keep in confidence Confidential Information and will not (and will use its best efforts to ensure that its directors, employees, agents, representatives, affiliates and professional advisers will not) disclose such information to any third party.

18.2 A Receiving Party shall exercise no lesser security or degree of care over Confidential Information than that Party applies to its own Confidential Information and in any event such security or degree of care shall be no less than would be exercised by a reasonable person with knowledge of the confidential nature of the information.

18.3 A Receiving Party shall restrict disclosure of Confidential Information relating to the other Party to those who have a reasonable need to know. Confidential Information shall be used solely for the purposes for which it was disclosed.

18.4 A Receiving Party may disclose Confidential Information to a contractor or agent, subject to the contractor or agent having a reasonable need to know and undertaking to comply with obligations equivalent to those contained in this Clause 18.

18.5 A Receiving Party may disclose Confidential Information to an Associated Company, subject to the Associated Company having a reasonable need to know and undertaking to comply with obligations equivalent to those contained in this Clause 18.

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

18.7 The Disclosing Party may request in writing at any time any written Confidential Information (and/or Confidential Information in machine readable form) disclosed pursuant to the terms and conditions of this Clause 18 and any copies thereof be returned with a written statement to the effect that upon such return the Receiving Party has not knowingly retained in its possession or under its control, either directly or indirectly, any Confidential Information or copies thereof and the Receiving Party shall comply with any such request within seven (7) days of receipt of such request.

19. Not used.

20. Intellectual Property Rights

20.1 Where any IPR is developed in connection with performance of this Agreement then, in the absence of any other Agreement between the Parties, the owner of the IPR shall be the Party who developed the IPR. Each Party grants to the other a non-exclusive, royalty free licence to use any IPR for the purposes of this Agreement and for its term subject to the other provisions in this Clause 20.

20.2 Each Party ("the IP Indemnifying Party") agrees to indemnify the other Party ("the IP Indemnified Party") against all liability or loss arising from, and all reasonable costs, charges and expenses incurred in connection with, any claim, action, suit or demand alleging infringement by the IP Indemnified Party of the rights in Grenada of a third person arising from the use by the IP Indemnified Party of IPR disclosed or licensed by the IP Indemnifying Party under this Agreement except where such IPR has been modified or used other than in accordance with this Agreement subject to the IP Indemnified Party complying with Clause 26.6.

20.3 If a Party becomes aware of an infringement or threatened infringement of IPR belonging to the other Party ("the IP Owner") disclosed or licensed by the IP Owner under this Agreement, then that Party shall promptly notify the IP Owner of all the relevant details relating to the infringement, or threatened infringement.

20.4 The IP Owner may take such steps and proceedings as it considers necessary or desirable to protect its rights in respect of the IPR, and any rights of the other Party in the IPR, and the other Party must render all reasonable assistance to the IP Owner in this regard at the IP Owner's expense.

20.5 If a Party ("the Infringing Party") licenses IPR to the other Party for the purposes of this Agreement and that IPR infringes the rights of a third Party, then the Infringing Party must:

a) at its own expense take such steps as are necessary to cure the infringement, or

b) if a) is unreasonable having regard to the likely costs and other relevant matters, provide alternative technology as soon as reasonably practicable.

20.6 The Parties acknowledge that this Clause sets out the only remedies and forms for compensation available in respect of any infringement of third Party rights by IPR licensed for the purpose of this Agreement.

20.7 A Party must not use a trademark belonging to another Party without the prior written consent of that other Party.

21. Authorised Representatives

21.1 Each Party shall appoint the representatives referred to in the Joint Working Manual to be responsible for the matters indicated in the Joint Working Manual. Each Party shall notify the other of the identity of the representative(s) in writing no later than five (5) Business Days following signature of this Agreement.

21.2 Except as otherwise provided herein, all correspondence, meetings and other communications (including notification of matters in dispute) pertaining to issues pertaining to their responsibilities shall be directed to and conducted by and through those representative(s). The representative(s) shall keep an appropriate record of all communication with their counterpart(s).

21.3 Each party is entitled to change the representative(s) by notice in writing to the other Party.

22. Review and Amendment

22.1 Without prejudice to the provisions of Clause 10, either Party may seek to amend this Agreement by serving on the other a review notice if:

a) a material change occurs in the laws or regulations governing telecommunications which affect Grenada (including, without limitation, licence changes, Commission determinations, ECTEL decisions and court decisions that necessitate the amendment of this Agreement);

b) a RIO or revised RIO submitted by C&W is approved in whole or in part;

c) a requirement arises that is not technically feasible;

d) a requirement arises for space that is not available; or

e) both Parties agree in writing that there should be a review.

22.2 A review notice shall set out in reasonable detail the events giving rise to the review required by the notice and the nature of the amendments sought by the Party serving the notice.

22.3 With the exception of reviews arising under Clause 22.1(e), a Party must serve a review notice within three (3) months of the event giving rise to the review.

22.4 On service of a review notice, the Parties shall forthwith negotiate the matters to be resolved with a view to agreeing the relevant amendments to this Agreement.

22.5 If, after a period of thirty (30) days from commencement of such review, the Parties fail to reach Agreement, the Parties shall resolve the dispute through the decision of an independent expert agreed between the Parties or, in the absence of such agreement, to be appointed by the Commission.

22.6 For the avoidance of doubt, the Parties agree that the terms and conditions for this Agreement shall remain in full force and effect during such review until the Parties complete an agreement replacing or amending this Agreement or until such time as this Agreement is terminated in accordance with its terms.

23. Suspension and Termination

23.1 Either Party may suspend or terminate this Agreement or the provision of any Service or Services on notice in writing in the following situations on the following terms. References to "suspension" and "termination" not only include suspension or termination of this Agreement, but also specific Services.

a) Either Party may suspend where suspension is necessary to deal with a material degradation of either Party's telecommunications network or services;

b) Either Party may suspend where the other Party fails to pay any undisputed invoice or payable undisputed portion of an invoice within thirty (30) days of deemed receipt of an invoice, and may terminate where the other Party fails to pay any undisputed invoice or any undisputed portion of an invoice when due and has failed to remedy such non-payment within three (3) months of receipt of a notice from the billing Party that the Agreement will be terminated for non-payment;

c) Either Party may suspend where the other Party is engaged in acts or omissions which impair the integrity or security of the Party's network or services, and may suspend on five days' notice where the other Party is engaged in acts or omissions which will impair the integrity or security of the Party's network or services and has failed to take reasonable steps during that period to ensure that such impairment does not result;

d) Either Party may terminate where the other Party is engaged in acts or omissions which impair the integrity or security of the Party's network or services, and fails to remedy such impairment within five days of notice being given;

e) Either Party may suspend where the other Party is in breach of any material obligation contained in this Agreement and may terminate where the other Party fails to remedy such breach within 14 days of notice being given;

f) Either Party may suspend where the other Party engages in conduct which is harmful to the Party, and which is unlawful or interferes with the obligations of the Party under its licence, the Act or Regulations, and may terminate if the conduct does not cease within 2 days of notice being given;

g) Either Party may suspend or terminate if either Party's Public Network Operator Licence and/or relevant Frequency Authorization necessary to entitle the Party to interconnection or to enable the Party to carry out its obligations at any time expires or is revoked by the Minister and is not immediately replaced or re-issued;

h) Either Party may suspend where the other Party engages in conduct that would endanger life or safety, or damage the property of the Party, and may terminate if such conduct is not ceased within 2 days of notice being given;

i) Either Party may suspend or terminate if the other Party ceases to carry on business, enters into liquidation (other than for the purpose of merger or reconstruction where the emergent company assumes its obligations hereunder) or is dissolved or becomes bankrupt or insolvent or takes or suffers any similar action in consequence of debt;

j) Either Party may suspend or terminate if circumstances arise whereby it is no longer technically feasible to provide services; or

k) Either Party may terminate with the agreement of the Other Party on reasonable notice as agreed by the Parties.

23.2 In each case where service is suspended pursuant to Clause 23.1, it shall be restored once the circumstances warranting suspension have ceased to apply. Exercise of a right to suspend under Clause 23.1 shall not prejudice the suspending Party's right to exercise any other existing right to terminate pursuant to clauses 23.1. The Party whose service is suspended shall remain liable for any Charges in respect of the suspended Service throughout the period of suspension.

23.3 Notwithstanding Clause 23.1, neither Party may terminate this Agreement in respect of any Essential Services as determined by the Commission unless the Commission, after due notice, has consented to the termination of those Services.

24. Effects of Termination

24.1 Termination or expiry of this Agreement shall be without prejudice to the rights and obligations of the Parties accruing prior to such termination and such termination shall not affect the continuance in force of any provision of this Agreement which is expressly or by implication intended to continue in force (including but not limited to Clauses 1, 9, 11, 18, 20, 24, 26 and Paragraph 2.3.2.6 of the Joint Working Manual).

24.2 Termination or expiry of this Agreement shall not operate as a waiver of any breach by a Party of this Agreement and shall be without prejudice to any rights, liabilities or obligations of either Party which have accrued up to the date of termination.

25. Force Majeure

25.1 Neither Party shall be liable to the other for any delay or failure to perform or observe any provision of this Agreement by reason of Force Majeure.

25.2 The Party affected by any Force Majeure shall promptly notify the other of the estimated extent and duration of its inability to perform its obligations under this Agreement. Upon cessation of the delay or failure resulting from Force Majeure, the Party affected shall promptly notify the other of such cessation.

25.3 If, as a result of Force Majeure, performance by either Party of its obligations under this Agreement is only partially affected, that Party shall nevertheless remain liable for the performance of those obligations not affected by Force Majeure.

25.4 If the Force Majeure lasts for six months or less from the date of any notification under Clause 25.2, any obligation outstanding shall be fulfilled by the Party affected as soon as possible after cessation of the Force Majeure, save to the extent that such fulfilment is no longer practically possible or is not required by the other Party.

25.5 If the Force Majeure lasts for more than six months from the date of any such notification and notice of cessation has not been given and such Force Majeure prevents the affected Party from performing its obligations in whole or in part during that period, the unaffected Party shall be entitled (but not obliged) to terminate this Agreement by giving not less than thirty (30) days written notice to the other after expiry of such six month period, unless notice of cessation of the Force Majeure is received by the unaffected Party prior to the expiry of such thirty (30) days notice. If this Agreement is not so terminated under the provisions of this Clause 25, any obligations outstanding shall be fulfilled by the Party affected by the Force Majeure as soon as possible after the Force Majeure has ended, save to the extent that such fulfilment is no longer possible or is not required by the other Party.

26. Liability

26.1 Neither Party shall be liable to the other in respect of any action, claim, suit or demand brought or made against the other by any third person pursuant to a contractual relationship with that other Party, where and to the extent that liability resulting in any such proceeding was or ought reasonably to have been excluded or limited by such other Party.

26.2 Notwithstanding any other provision of this Agreement, neither Party shall be liable to the other for indirect, purely economic, special or consequential loss or damage, foreseeable or not, arising from its performance or non-performance of its obligations

under this Agreement, whether through negligence, wilful acts or omissions or otherwise.

26.3 In addition to the other limitations contained in this Clause 26, the liability of each Party to the other in contract and for negligence, or wilful acts or omissions, and otherwise in respect of its performance under this Agreement shall be limited, to the extent permitted by law, to US$1.0 million for any one incident or series of events arising from a single incident.

26.4 Nothing in this Agreement shall exclude or limit the liability of one Party to the other arising out of that Party's fraud or fraudulent misrepresentation.

26.5 Subject to Clause 26.6, each Party ("the Indemnifying Party") shall indemnify the other ("the Indemnified Party") against all liability or loss arising directly from, and any reasonable cost, charge or expense incurred in connection with:

a) damage to or loss of any Telecommunications Facilities or other property of the Indemnified Party caused by the negligence or wilful acts or omissions of the Indemnifying Party or its employees, directors, representatives or agents arising out of or in connection with this Agreement; and

b) any action, claim, suit or demand by any person against the Indemnified Party in respect of or arising out of any negligence or wilful acts or omissions of the Indemnifying Party in the course of providing services to the Indemnified Party.

26.6 If any action, claim, suit or demand ("claim") is made by any person against the Indemnified Party which, if satisfied or paid by the Indemnified Party, would result in liability by the Indemnifying Party under the indemnity set out in Clause 26.5:

a) the Indemnified Party must give written notice of the claim to the Indemnifying Party as soon as practicable after the making of the claim; and

b) within thirty (30) days after receipt of that notice, the Indemnifying Party must:

i) cause the Indemnified Party to be put in sufficient funds to satisfy or pay the claim; or

ii) give notice to the Indemnified Party directing it to take such action (including legal proceedings) in respect of the claim as notified at the Indemnifying Party's expense; and

c) the Indemnifying Party must cause the Indemnified Party to be put, and therefore maintained, in sufficient funds in sufficient time to pay all reasonable costs and expenses of any action or settlement directed by the Indemnifying Party under Clauses 26.6(b) and 26.6(d) and

d) the Indemnified Party:

i) must take such action as the Indemnifying Party reasonably directs to avoid, dispute, defend, appeal, settle or compromise ("deal with") the claim and any adjudication thereof; and

ii) must not deal with the claims except as directed by the Indemnifying Party.

27. Relationship of the Parties

27.1 In giving effect to this Agreement, the relationship of the Parties to each other shall be that of independent contractors. Nothing in this Agreement shall be construed as or shall constitute the relationship of the Parties as an agency, partnership, franchise, employment, joint venture or other joint venture relationship between the Parties.

27.2 No Party shall have the right to enter into contracts or pledge the credit of or assume or incur expenses or liabilities or any obligation of any kind (including but not limited to the making of any representation or warranty), express or implied, on behalf of the other Party unless otherwise expressly permitted by such other Party.

27.3 The only Parties to this Agreement are the Telco and C&W.

27.4 This Agreement confers benefits and imposes burdens only upon the Parties to this Agreement and does not confer any benefit of any kind whatsoever or impose any burden of any kind whatsoever upon any person or entity who is not a Party.

27.5 Subject to any express provision of this Agreement to the contrary, this Agreement does not provide any person or entity who is not a Party with any remedy, defence, claim, action, claim of action or other right of any kind, or impose any liability upon such person that that person did not have before this Agreement commenced.

28. Representations of the Parties

28.1 Each Party represents that it is now and will remain in compliance with all laws, regulations, and orders applicable to its performance of its obligations under this Agreement. Each Party shall promptly notify the other Party in writing of any governmental or regulatory action that suspends, cancels, withdraws, limits or otherwise materially affects its ability to perform its obligations under this Agreement.

28.2 Each Party represents and warrants to the other that it:

a) is a limited liability company duly incorporated or continued and validly existing under the laws of Grenada and has all necessary corporate power and capacity to own its properties and carry on its business in Grenada as presently carried on and is duly licensed, registered or qualified under the relevant company or corporate legislation in all jurisdictions where the character of its

property owned or leased or the nature of the activities conducted by it makes such licensing, registration or qualification necessary or desirable;

b) has all necessary corporate power, authority and capacity to enter into this Agreement and to carry out its obligations in accordance with their terms subject to necessary regulatory approval, and that the execution and delivery of this Agreement have been duly authorised by all necessary corporate action on its part; and

c) is duly qualified to act as a Public Network Operator under the Act and shall hold all valid licences or permits as deemed or granted under the Act to establish and operate Telecommunications Facilities and to provide specified services.

29. Severability

29.1 The individuality or enforceability for any reason of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder of this Agreement.

29.2 If further lawful performance of this Agreement or any part hereof shall be rendered impossible by the final judgement or final order of any court of competent jurisdiction, commission or governmental agency or similar authority having jurisdiction over either Party, the Parties undertake that they will exert their best efforts to agree on an amendment or amendments to this Agreement or on modifications of their practices hereunder in such manner as will fully comply with such judgement or Order and render further performance lawful.

29.3 The enforceability of all rights or obligations of the Parties under this Agreement or the portion thereof judged invalid, illegal or otherwise unenforceable by such judgement or Order, shall be suspended as from the date thereof pending the outcome of negotiations between the Parties as aforesaid though without prejudice to all or any accrued rights of the Parties in respect of the past performance or observance thereof.

30. No Waiver

30.1 Failure or delay by either Party at any time to enforce any of the provisions of this Agreement shall not be construed by the other as a waiver of any such provision nor in any way affect the validity of this Agreement or any part thereof.

30.2 Subject to Clause 22.4, no variation, modification or waiver of any provisions of this Agreement shall in any event be of any force or effect, unless the same is in writing signed by each of the Parties hereto.

30.3 No forbearance, delay or indulgence by either Party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of such Party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either Party is exclusive of any right, power or

remedy available to such Party and each such right, power or remedy shall be cumulative.

31. Entire Agreement

31.1 This Agreement and to the extent applicable governmental regulations, tariffs or rules constitutes the entire Agreement and understanding between the Parties and supersedes all previous Agreements, understandings and representations between the Parties, whether oral or written, as it relates to interconnection.

32. Assignment

32.1 Neither Party may assign the whole or any part of this Agreement or its rights or obligations hereunder other than with the prior consent in writing of the other Party, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, neither Party shall require the consent of the other Party to assign the whole or any part of this Agreement or its rights or obligations hereunder to a subsidiary, parent or affiliate.

32.2 A Party may only perform an assignment under Clause 32.1 if:

a) the assignee is granted all applicable Public Network Operator Licences and Frequency Authorizations by the Minister with respect to the ownership and operation of all or part of the Telecommunications Facilities of the assigning Party and the provision of all or part of the telecommunications services of the assigning Party;

b) in cases where the assignee is an Associated Company of the assigning Party and ceases to be a Associated Company, the assigning Party shall give prior notification of that fact to the other Party hereto and shall procure that prior to such cessation such assignee reassigns such rights and obligations to it; and

c) the assigning Party shall procure that the assignee enters into an agreement with the other Party whereby the assignee agrees to observe all of the terms and conditions of this Agreement and, if required by the other Party, the assigning Party shall join in such agreement to guarantee the performance of it by the assignee.

32.3 Either Party may subcontract for the provision of its services or obligations under this Agreement, provided that, in such case, it will not be relieved of its obligations as specified in this Agreement.

33. Notices

33.1 Any notice which may be given by either Party under this Agreement shall be deemed to have been duly given if left at or sent by courier or facsimile transmission (confirming the same by courier) or, where the Parties expressly agree, by electronic mail, to an address to which notices, invoices or other documents may be sent under

Clause 33.3 below, or, if no such notification is given, its principal place of business as set out herein.

33.2 Any such notice shall be deemed to have been made to the other Party on the day on which such communication ought to have been received in due course by registered mail or facsimile transmission. Any communication by electronic mail shall be deemed to have been made on the day on which the communication is first stored in the receiving Party's electronic mailbox.

33.3 All notices under this Agreement shall be sent:

To C&W -

Cable and Wireless Grenada Limited

P.O. Box 119

The Carenage, St. George's, Grenada

Attention: General Manager

Cable and Wireless, Carrier Services

3rd Floor, Cedar Court, Wildey

St. Michael, Barbados

Attention: EVP, Carrier Services

Cable and Wireless

Leeward 4, Safehaven Corporate Centre

P.O. Box 2425 GT

Grand Cayman, Cayman Islands

Attention: EVP, Law, Regulatory and Public Policy

To the Telco –

Global Network Providers (Grenada) Ltd.

P.O. Box 1290

Grand Anse, St. Georges, Grenada

Attention: Mr. Antonio Bailey, CEO

34. Arbitration

34.1 Subject to Paragraphs 2.2.6, 2.3.7, 2.5.4 and 3.3 of the Joint Working Manual, all disputes in connection with the Agreement not settled under other terms of this Agreement shall, at the request of either Party, be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC) by three (3) arbitrators appointed in accordance with the said Rules.

34.2 The place of arbitration shall be Grenada or, such other place as shall be agreed by the Parties, and the proceedings shall be conducted in the English language.

34.3 Providing there is no fundamental error at law or no fundamental or manifest error of fact, the award shall be final and binding on the Parties.

34.4 The Arbitrator shall be authorised to determine any dispute between the Parties including, but not limited to, the construction, interpretation or application of this Agreement. In reaching a decision, the Arbitrator shall take into account the commercial relationship between the Parties, the contentions of the Parties, previous dealings between the Parties and any other factors which may be relevant.

35. Publicity

35.1 Neither Party shall without the prior approval in writing (such approval not to be unreasonably withheld) of the other, make any public announcement or give any release or statement to the press, television, radio or other media relating to or in any way connected with this Agreement. The Party whose approval is sought shall reply to any request to make such an announcement within five (5) business days.

36. Insurance Provisions

36.1 Each Party must maintain during the term of this Agreement a valid and enforceable public and product liability insurance policy providing coverage of at least

a) US $1.0 million in respect of any one incident and unlimited in the aggregate for public liability; and

b) US $1.0 million in respect of any one incident and US $1.5 million in the annual aggregate for product liability in the first two years of this Agreement, increasing to US $1.0 million in respect of any one incident and US $2.0 million in the aggregate for product liability in each year thereafter.

36.2 The policy shall insure against all risks it is prudent for the Parties to insure against. Those risks shall include, but not be limited to:

a) Liabilities and potential liabilities under or in respect of this Agreement;

b) Fidelity coverage for losses incurred as a result of dishonesty on the part of the Party's employees, agents, contractors or other personnel;

c) Liability in respect of intellectual property rights infringement as more fully described in Clause 20.

36.3 Such insurance shall be effected with a reputable insurance company authorized to carry on business in Grenada and reasonably satisfactory to the Parties, in the joint names of the Telco and C&W for their respective interests.

36.4 Whenever requested by either Party, the other Party shall promptly provide a certificate issued by the relevant insurer stating that a policy in the amounts set forth in this agreement for the named insured is in effect.

37. Approval of Agreement

37.1 Pursuant to Clause 2, this Agreement shall not come into effect until it is approved by the Commission and is executed by the Parties. The Parties will use their best endeavours to obtain approval of this Agreement and will agree submissions to be made to the Regulator. Neither Party shall be obliged to enter into this Agreement if it has been substantially changed in the approval process in a manner that is unacceptable to the Party.

38. Governing law and jurisdiction

38.1 This Agreement shall be governed by and construed and interpreted in accordance with the laws of Grenada.

39. Counterparts

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

40. Reference Interconnect Offer

40.1 To the extent that the terms of this Agreement depart from those included in a RIO lodged with the Commission, the agreement to the inclusion of any such terms in this Agreement shall not be taken as acceptance by C&W that the terms of this Agreement are appropriate for inclusion in the RIO or that the equivalent terms in the RIO are inappropriate, pending approval of the RIO by the Commission.

41. Deposits

41.1 C&W may require the Telco to provide a security deposit by the Ready for Service date of the Joining Service. The amount of any such security deposit shall not exceed the sum of three (3) months Usage Charges for all Services forecast to be used by the Telco as set out in the Final Forecast. Any security deposit furnished under this clause shall be returned to the Telco with interest, less any outstanding Charges, in the event the Agreement is terminated. The deposit shall also be returned, with interest, once the Telco has paid all undisputed Charges, or payable disputed Charges when due for a period of twenty-four (24) months.

Signed as an Agreement on the [ ] day of [ ], 2002

Signed for and on behalf of Cable and Wireless Grenada Ltd.

By: _____

Signed for and on behalf of Global Network Providers (Grenada) Ltd.

By: _____