SCHEDULE

VIRGIN ISLANDS

THE TELECOMMUNICATIONS REGULATORY COMMISSION

DIRECTIVE ON INTERNATIONAL CONNECTIVITY SERVICES

[Gazetted 12 November 2015]

With the effect from the date of publication of this Directive in the Gazette, the licences of the following licensees:

- Cable and Wireless (BVI) Ltd ("LIME")

shall be amended as follows:

1. Article 2.1(b) shall be amended by inserting the following as paragraph (P):
   (P) International Connectivity Services

2. Article 8.1 shall be amended by inserting the following as subparagraphs (iv) and (v):
   iv. **Should the Licensee be designated as a supplier dominant in the markets for the provision of terrestrial International Private Leased Circuit (IPLC) Services and or for International Managed Data Services (IMDS), the Licensee shall:**
      a) provide Wholesale Landing Station Services to any other licensee in the British Virgin Islands at rates which do not exceed the rates set out in Annex 9;
      b) provide Wholesale Landing Station Services to any OCM at rates which do not exceed the rates set out in Annex 9;
      c) notwithstanding (a) and (b) above, provide Wholesale Landing Station Services to any other licensee in the British Virgin Islands at rates which do not exceed the cost of self-provision;
      d) offer, at a minimum, the services detailed in the reference contracts drafted for the purposes of this regulation and shall not offer a Public Supplier or an OCM terms which are less favourable than those set out such in reference contracts. The reference contracts (the Colocation Agreement and the Colocation Remote Hands Agreement) shall contain minimum levels of performance parameters, environmental Key Performance Indicators and response times. These agreements follow the requirements of this regulation and are available upon request from the Commission;
      e) upon request by the Commission from time to time, provide the Commission with information in relation to the Licensee's offer of rates to other licensees in the British Virgin Islands in such form and within such period of time as may be required by the Commission.

f) in order to fulfil the obligations set out in paragraphs (a) to (e) above, execute revised agreements with other licensees and shall submit each such Agreement to the Commission no later than 30 days after [the Effective Rate Revision Date]. The Licensee shall offer the above Wholesale Landing Station Services to all OCMs and provide proof of such to the Commission within 30 days of this Directive entering into force. The Licensee shall submit each such Agreement to the Commission within 30 days of an agreed contract.

g) not be obliged to provide Wholesale Landing Station Services where one or more of the following apply:

i. The person seeking such services is neither an OCM nor a Public Supplier

ii. The OCM and/or Public Supplier uses or seeks to use the Services other than in connection with gaining access to (other) international subsea cable systems hosted by the Licensee at its cable landing stations

iii. Provision of the Services would in the reasonable opinion of the Licensee give rise to significant health, safety, technical or operation issues that may adversely impact the operation of other equipment located at the facilities or services provided form or through the facilities

iv. There is no suitable and appropriate space available for the provision of the Services.

v. In the event that there is a dispute between the Licensee and a Public Supplier or between the Licensee and an OCM as to any other matter that might arise in relation to the Licensee's obligation to provide Wholesale Landing Station Services, either party may refer the dispute to the Commission and the Commission shall make a determination with respect to the guidelines set out under the Telecommunications Code (Part 6) (Interconnection and Access to Facilities and Utility Installations) Requirements, 2011.

3. Article 9.4 shall be amended as follows:

   i. Subparagraph (c) shall be numbered as subparagraph (d);

   ii. The following shall be inserted as subparagraph (c):
   Interconnection Default rates shall not apply where the Commission has determined the Licensee to be a supplier dominant in the markets for the provision of terrestrial International Private Leased Circuit (IPLC) Services and or for International Managed Data Services (IMDS) in accordance with Section 26(4) of the Act. Should the Commission determine that the Licensee is a supplier dominant in the markets for the provision of terrestrial International Private Leased Circuit (IPLC) Services and or for International Managed Data Services (IMDS), the provisions of Article 8.1(iv) shall apply.

4. Annex 1 shall be amended:

1. By inserting the definition of **"other consortium members"** (OCMs) after the definition of "operator" as follows:

   "Other Consortium Members" or "OCMs" means other members of the consortium owning an international submarine cable connected to the British Virgin Islands.

2. by inserting the definition of **"International Connectivity Services"** after the definition of "International Call Completion Rate" as follows:

   "International Connectivity Services" means the International Private Leased Circuits (IPLCs) and International Managed Data Services (IMDS) and the wholesale services required to facilitate the provision of those IPLCs and IMDS being Colocation, Cross-Connection, Inter-Connection, Fibre Access and Fibre Pair Management which collectively shall be referred to as "Wholesale Landing Station Services".

3. by inserting the definition of **"International Managed Data Services" or "IMDS"** after the definition of "International Call Completion Rate" as follows:

   "International Managed Data Services or "IMDS" means the packet-based services that provide managed connectivity between multiple user sites, at least one of which is located outside of the British Virgin Islands."

4. by inserting the definition of "**International Private Leased Circuit Services" or "IPLCs"** after the definition of "International Managed Data Services" or IMDS" as follows:

   "International Private Leased Circuit Services" or "IPLCs" means the services provided over international submarine cables, which offer users the exclusive use of a point to point, dedicated transparent transmission path for voice, data or video between a location in the British Virgin Islands and a location outside of the British Virgin Islands."

5. By inserting the definition of **"Colocation Services"** after the definition of "Circuit" as follows:

   "Colocation Services" means the provision and maintenance of space to enable either OCMs or Public Suppliers to store and operate telecommunications equipment."

6. By inserting the definition of **"Cross-Connection Services"** after the definition of "Contract" as follows:

   "Cross-connection services" means the provision to OCMs or Public Suppliers of fibres between two subsea cable systems to allow the transfer of traffic between the systems."

7. By inserting the definition of **"Inter-Connection Services"** after the definition of "Government Entity" as follows:

"Inter-Connection Services" means the provision of fibres to Public Suppliers or OCMs to allow the transfer of traffic between an international subsea system and the domestic network of a Public Supplier."

8. By inserting the definition of **"Fibre Access"** after the definition of "Fault Recovery Rate" as follows:

"Fibre Access" means the provision to a Public Supplier or an OCM of buried ducts from the site perimeter to a man-hole outside the cable landing station, and conduits, ducts, trays, etc. between the manhole and the Colocation space of the Public Supplier or OCM coupled with a fibre pull-through service to enable a Public Supplier to connect their domestic fibre networks to the colocation space."

9. By inserting the definition of **"Fibre Pair Management"** after the definition of "Fibre Access" as follows:

"Fibre Pair Management" means, at the request of an OCM or Public Supplier, the administration of port positions on each Public Supplier's and/or OCM's Meet-Me Room panels and/or other equipment owned by such Public Supplier and/or OCM that is hosted in the cable landing station."

5. The following shall be inserted as Annex 9:

ANNEX 9

PRICE CAPS APPLICABLE TO THE SUPPLY OF INTERNATIONAL CONNECTIVITY SERVICES

1. Rate Ceiling

1.1 Effective from *[the Effective Rate Revision Date]*, the Licensee shall charge and shall be paid rates for the provision of Wholesale Landing Station services by other licensees in the British Virgin Islands and OCMs which do not exceed the rates set out below:

<table>
<tr><th>Service</th><th colspan="2">Charge</th></tr>
<tr><td>1. Colocation</td><td colspan="2">Non-Recurring Installation Charge</td></tr>
<tr><td rowspan="2"></td><td>a) Set up of floor space to host one standard equipment rack with dimensions not to exceed 2 foot (width) by 3foot (depth) with front and rear access corridor</td><td rowspan="2">At cost of procurement from a supplier approved by the Licensee plus the cost of the time and materials utilized by the Licensee's employees and/or contractors in designing the colocation space, sourcing, installing and commissioning the equipment.</td></tr>
<tr><td>b) Provision of one colocation cage with total exterior dimensions of 50 square feet including appropriate access control and security features</td></tr>
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Service	Charge	
	c) DC power plant set-up (PDU up to – 48VDC @ 20 Amps)	
	d) AC power plant set up (up to 5 Amps @ 110 volts)	
	e) Cable runs and racking, etc. to connect the colocation space to the SLTE and/or Meet Me Room	
	Monthly Recurring Charges (MRCs)	
	a) Floor space to host one standard equipment rack with dimensions not to exceed 2foot (width) by 3foot (depth) with front and rear access corridor	**$720 per month**
	b) Floor space for one colocation cage with total exterior dimensions of a minimum 50 square feet including appropriate access control and security features	**$2250 per month**
	c) DC power (20 Amps – 48 VDC)	**$210 per month**
	d) AC power (5 Amps @ 110V volts)	**$100 per month**

2. Inter-Connection	Non-Recurring Installation Charge	
	a) One multi-service panel with (12 fibers W and 12 fibers P) Single Mode Fiber connection to the Meet-Me Room	**At cost of procurement from a supplier approved by the Licensee plus the cost of the time and materials utilized by the Licensee's employees and/or contractors in designing the colocation space, sourcing, installing and commissioning the equipment.**
	b) Cable runs and racking, etc.	
	Monthly Recurring Charges (MRCs)	
	a) One multi-service panel with (12 fibers W and 12 fibers P) Single Mode Fiber connection to the Meet-Me Room	**$300 per month**
3. Cross-Connection	Non-Recurring Installation Charge	
	a) One multi-service panel with (12 fibers W and 12 fibers P) Single Mode Fiber connection to the Meet-Me Room	**At cost of procurement from a supplier approved by the Licensee plus the cost of the time and materials utilized by the Licensee's employees and/or contractors in designing the colocation space, sourcing, installing and commissioning the equipment.**
	b) Cable runs and racking, etc.	
	Monthly Recurring Charges (MRCs)	
	a) One multi-service panel with (12 fibers W and 12 fibers P) Single Mode Fiber connection to the Meet-Me Room	**$300 per month**
	b) [Single wavelength/fibre pair on the Cross-Connection Cable connecting the Palestina and Chalwell Cable Landing stations].	**Price per month to be negotiated subject to approval by the Commission**

4. Fibre Access	Non-Recurring Installation Charge	
	a) Provision of buried ducts from the site perimeter to a man-hole outside the cable landing station including fibre pull-through	**At cost of procurement from a supplier approved by the Licensee plus the cost of the time and materials utilized by the Licensee's employees and/or contractors in designing the colocation space, sourcing, installing and commissioning the equipment.**
	b) Provision of conduits, ducts, trays, etc. between the manhole and the landing station, usage of the duct vault including fibre pull through	
	c) Cable runs and racking, etc. to connect the colocation space to the manhole.	
5. Fibre Pair Management		
	a) Administration of port positions on each Public Supplier's and/or OCM's Meet-Me Room panels and/or other equipment owned by such Public Supplier and/or OCM that is hosted in the cable landing station	**At cost of labour hours incurred in increments of 1 hour.**

1.2 The Licensee may also charge the Public Supplier of OCM for the removal and disposal of equipment on the termination of the service for whatsoever reason. These charges shall be at the cost to the Licensee of so doing including labour costs of employees or contractors.

1.3 The Licensee agrees that these rates set out in 1.1 above shall constitute a ceiling and represent the maximum rates that the Licensee may charge.

Issued by the Telecommunications Regulatory Commission on the 2nd day of November, 2015.

Guy L. Malone
CHIEF EXECUTIVE OFFICER