



Telecommunications Regulatory Commission

Directive On Terms Of Renewed Unitary Licences

[Gazetted on May 2022]

In accordance with section 6(e) of the Telecommunications Act, 2006 (**Act**), the Telecommunications Regulatory Commission of the Virgin Islands (**Commission**) is responsible for determining applications for licences for any of the purposes specified in the Act. Additionally, in accordance with section 15(2) of the Act, a person who wishes to operate a telecommunications network or provide a telecommunications service shall apply to the Commission for a licence.

The Commission is presently in the process of considering applications for renewal of four Licences for the Operation of a Telecommunications Network Providing Telecommunications Services in the British Virgin Islands (**Licence or Unitary Licence**), which are due to expire in 2022.

In accordance with Article 3.3(d) of the Licence, the Commission may approve Licence renewal with conditions based upon the same terms and conditions of the Licence or based upon new terms and conditions which reasonably reflect changed circumstances in the telecommunications sector in the British Virgin Islands at the time of the renewal application.

The Commission considers it appropriate to amend the terms and conditions of the renewed Licences because of changed circumstances in the telecommunications sector on the British Virgin Islands since the issuance of Unitary Licences in 2007 for the reasons set out in the Commission's Report & Opinion On Terms of Renewed Unitary Licences dated 1 May 2022.

With effect from the date of publication of this Directive in the Gazette, the Licences issued to successful applicants for renewal of Unitary Licences shall include the new terms and conditions set out in the attached Schedule to this Directive, which reasonably reflect changed circumstances in the telecommunications sector.

Issued by the Telecommunications Regulatory Commission on the 1st day of May, 2022.

(Sgd.) Guy L. Malone.

Chief Executive Officer

SCHEDULE

A. Article 2 (Telecommunications Network; Scope of Licensed Services)

1. Article 2 shall be amended by inserting the following paragraph:

2.4 **Obligation to Provide Licensed Services**

Subject to the terms and conditions of this Licence, the Licensee shall provide the Telecommunications Services listed in Article 2.1(b) within twelve (12) months of the Effective Date, and shall continue to provide those Telecommunications Services during the Term. In the event the Licensee does not begin to provide one or more Telecommunications Services within twelve (12) months of the Effective Date, or ceases to provide one or more Telecommunications Services for a continuous period of six (6) months or longer (excluding any periods of Force Majeure under Article 20) or for such other period as may be agreed by the Commission, the Commission may terminate by directive the authorization to provide the applicable Telecommunications Service or Services. Before adopting a directive under this Article 2.4, the Commission shall apply the procedure set out in Article 18.5. For the avoidance of doubt, the Licensee may apply for authorization to provide a Telecommunications Service notwithstanding that an authorization to provide the same or another Telecommunications Service was previously terminated pursuant to the terms of this Article 2.4.

B. Article 5 (Fees)

2. Article 5.1 shall be replaced with the following:

5.1 **Payment of Industry Levy and Royalty Fees.**

(a) **Consideration for Licence.** *In consideration for the granting of this Licence and for the Licence to be effective, the Licensee shall pay to the Commission:*

(i) *an annual Industry Levy calculated pursuant to Section 59 of the Telecommunications Act, 2006, and*

(ii) *an annual Royalty fee in the amount of three percent (3%), or such other prescribed rate, of the gross revenues from services provided under this Licence collected by the Licensee, payable in US Dollars no later than 5 April of each year, commencing on the first 5 April, following the Effective Date.*

(b) **Adjustments.** *The Licensee may seek an adjustment from the Commission in the following year for payment on gross revenues not collected by the Licensee during the prior year.*

(c) **Late Payment Fee.** *Any such fee not so paid by the date due shall thereafter accrue interest at a rate equal to five percent (5%) per annum in excess of the rate announced by the National Bank of the Virgin Islands, or its equivalent, from time to time as its prime lending rate.*

C. Article 7 (Obligations of the Licensee)

3. Article 7.2 shall be amended by deleting the last sentence (commencing "In the event that (a)...") in the first paragraph of the Article and the last phrase (reading "without prejudice to the Customer's right to install its own lines pursuant to the foregoing paragraph.") in the second paragraph of the Article.

4. Additionally, the definition of "Maximum Response Time" should be replaced by the following:

7.2 **Provision of Leased Line and Circuit Service**

For the purposes of this Article 7.2, the "Maximum Response Time" means forty-five (45) Working Days after receipt of any application submitted on or after the Effective Date.

5. Article 7.6 shall be replaced by the following:

7.6 Public Pay Telephone Requirements

The Public Pay telephones installed by the Licensee must provide access to all other Voice Telephony Services.

6. Article 7.7 shall be replaced by the following:

7.7 Service Quality Requirements

(a) Service Quality Requirements. *The Licensee shall be obligated to provide minimum quality of service of its Telephony Services for calls carried within the Telecommunications Networks of the Licensee in accordance with: (i) the Local Call Completion Rate, (ii) the National Long Distance Call Completion Rate, (iii) the International Call Completion Rate, (iv) the Fault Recovery Rate, (v) the digitalization of the network, (vi) the maximum connection time for Subscriber Lines in urban areas, and (vii) the average connection time for Subscriber lines in rural areas, in each case as set forth in Annex 3 (collectively referred to as "Service Quality Requirements").*

(b) Inspection; Maintenance; Non-Ionizing Radiation. *The Licensee shall ensure that its services meet the Commission's and international standards, and the Commission reserves the right to inspect the Licensee's premises during regular business hours to ensure the Licensee's services meet the required standards. The Licensee shall establish and maintain an efficient repair, maintenance and servicing system for equipment, devices and software utilized in its Services. For the protection of human health, the Licensee shall adhere to the International Commission on Non-Ionizing Radiation Protection Guidelines for Limiting Exposure to Time-Varying Electric, Magnetic, and Electro-Magnetic Fields (Up to 300 GHz) published in Health Physics Vol. 74, No. 4 of April 1998 as may be amended from time to time.*

7. Article 7 shall be amended by inserting the following as Article 7.8:

7.8 Advertising and Marketing Practices

The Licensee shall comply with any applicable requirements specified in the Telecommunications Code or the Commission Regulations.

8. Subsequent Articles shall be renumbered accordingly.

9. Article 7.10(c) (currently Article 7.9(c)) shall be replaced by the following:

(c) Lawful Intercept. *Notwithstanding subparagraphs (a) and (b) above the Licensee shall comply with any written request or order of the Governor to intercept communications for law enforcement purposes or to provide information in aid of his authority under Article 90 of the Act. The methodology for providing lawful intercept shall be specified by the Commission and shall be implemented by the Licensee within twenty-four (24) months of being specified or modified by the Commission.*

10. Article 7 shall be amended by inserting the following as Article 7.11:

7.11 Cyber Security.

The Licensee shall at all times maintain the proper functioning of its Telecommunications Networks and its Telecommunications Services. The Licensee shall develop a plan to mitigate the impact of cyber threats and attacks on its Telecommunications Networks and Telecommunications Services and shall provide a copy to the Commission upon request.

11. Subsequent Articles shall be renumbered accordingly.

12. Article 7.12(d) (currently Article 7.10(d)) shall be replaced by the following:

(d) Directory Assistance Requirements. *The Licensee shall comply during the Licence Term with the following directory assistance requirements for Subscribers:*

(i) *The Licensee shall set up, operate, and maintain a directory database. This information shall be made publicly accessible on cost-based terms either manually or electronically. Except for those Subscribers who have specifically requested not to be included, the Licensee shall be obligated to provide such Subscriber information as necessary to compile and print a Directory to Other Operators. Government policy shall be to require all Operators to provide such information to each other in the best interest of the British Virgin Islands Subscribers. Such information supplied for the purpose of printing a Directory shall be used solely for that purpose. The directory shall include, as a minimum, the names of the Subscribers in alphabetical order, their addresses and Basic Telephony Service telephone number, a list of interurban and international area codes and a list of emergency numbers. The minimum Subscriber information in the Directory shall be published free of charge; provided, however, that the Licensee shall have the right to charge other Operators a reasonable service fee based on cost of the publication of their Subscriber information. Additionally, the Licensee shall have the right to charge for commercial advertising enhanced directory listings and the exclusion of unpublished numbers.*

(ii) *In the event the Licensee creates the directory referred to in Article 7.12(d)(i), the Licensee shall provide or make available to Subscribers, free of charge, a listing of national, provincial and local governmental authorities, institutions, and offices. The Commission shall coordinate with Licensee and such governmental entities so that the Licensee is provided with the information necessary to compile and update such directories on a regular basis.*

(iii) *The directory information services provided by the Licensee shall include a service or information, as the case may be, whereby directory information is made available in a form which is appropriate to meet the needs of persons who are blind or otherwise disabled as to be unable to use a telephone directory in a form which it is generally available to persons to whom the Licensee provides Basic Telephony Service. The service so provided to such persons shall, from a date agreed to between the Licensee and the Commission, be provided free of charge or, if the Commission is satisfied that is not practicable, the Licensee may be permitted by the Commission to levy a reasonable charge related to the cost of such service.*

(iv) *The Licensee shall cooperate with the other operators to provide a directory information service through which callers may receive information on the telephone numbers of Subscribers as well as international numbers for a reasonable charge to be approved by the Commission.*

13. Article 7.13(c) (currently Article 7.11(c)) shall be replaced by the following:

(c) Hearing Apparatus for Public Pay Telephone Service. *If the Licensee offers Public Pay Telephone services, the Licensee shall take all reasonable steps to install, and keep installed in at least fifty percent (50%) of Public Pay Telephones (or such higher percentage as may be agreed between the Licensee and the Commission) apparatus enabling persons using hearing aids designed for use in conjunction with Public Pay Telephones to use such hearing aids in connection with Voice Telephony Services.*

14. Article 7.16 (currently Article 7.14) shall be replaced by the following:

7.16 Record keeping and Reporting Requirements

(a) Obligation to Maintain Records. *The Licensee shall establish and maintain adequate records to permit the effective supervision and enforcement of the terms of this Licence.*

(b) Audited Financial Statements. *Pursuant to section 69 of the Telecommunications Act, 2006, within ninety (90) Working Days of the end of each fiscal year of Licensee, Licensee shall deliver to the Commission its year-end audited financial statements and the related statements of operations, equity and cash flows of Licensee, in each case accompanied by a report thereon of independent public accountants stating that such*

financial statements fairly present the financial position of the Licensee at the dates indicated and were prepared in accordance with IFRS.

(c) **Report on Operations & Services.** Pursuant to section 69 of the Telecommunications Act, 2006, within ninety (90) Working Days following each anniversary of the Effective Date, the Licensee shall deliver to the Commission in accordance with Section 69 of the Telecommunications Act, 2006, a report on the operations and services of the Licensee and the extent to which the conditions of this Licence have been followed during the twelve (12) month period ending on such anniversary which report shall be certified by two directors of the Licensee and shall be substantially in the form of Annex 4 attached hereto.

(d) **Other Requests for Information.** In addition to the foregoing, pursuant to sections 69 and 70 of the Telecommunications Act, 2006, the Commission may request the Licensee to submit other periodic reports, financial statements, statistics, operating agreements, ownership agreements, business plans, service or network development plans and other data or information regarding the Licensee's operations and activities or Telecommunications Networks and Telecommunications Services, and the Licensee shall respond to the request within such timeframe as may be specified in the request.

D. Article 8 (Rate Regime)

15. Article 8 shall be amended by inserting the following as Article 8.1:

8.1 Publication of Tariffs

The Licensee shall publish all Tariffs for the provision of its Telecommunications Services, whether regulated or unregulated, on its website, by providing a copy of the Tariff or a relevant part of it to a Customer, and by placing a copy of the Tariff in the Licensee's retail office. A Tariff shall include (i) the name of the Licensee, business address and contact number; (ii) a clear description of the Telecommunications Service offered or provided by the Licensee; (iii) any standard rates and retail prices (including discounts); (iv) the quality of service levels offered; (v) the time for initial connection; (vi) the standard contract conditions offered, including minimum contractual period; (vii) details of any compensation or refund policy; (viii) information on any types of maintenance services offered; and (ix) information on means for resolving disputes.

16. Subsequent Articles shall be renumbered accordingly.

17. Article 8.2 (currently Article 8.1) shall be replaced by the following:

8.2 Dominant Public Supplier

i. Prices for telecommunications services shall be determined by providers in accordance with the principles of supply and demand in the market.

ii. Should the Licensee be designated a supplier dominant in the market for call termination services in accordance with Section 26(4) of the Telecommunications Act, 2006 the Commission shall regulate the wholesale call termination rates payable to the Licensee by any other licensee or operator of telecommunications services interconnected to the Licensee's networks and shall impose such rates as outlined in Annex 8.

iii. Annex 8 shall not apply to retail rates and prices chargeable by the Licensee.

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.*

E. Article 9 (Interconnection and Numbering)

- 18. Article 9 shall be amended by deleting Articles 9.3 and 9.4, and renumbering subsequent Articles accordingly.

F. Article 10 (Competition Rules)

- 19. Article 10.1 (b) shall be replaced by the following:

(b) *General Prohibition against Cross-Ownership between the Licensee and Other Unitary Licensees.* Pursuant to Section 17(c) of the Telecommunications Act, 2006, neither the Licensee nor any of its Affiliates or any of its Shareholders shall hold or acquire any ownership interest in another Unitary Licensee or any of its Affiliates; and no other Unitary Licensee or any of its Affiliates or any of its shareholders shall hold or acquire any ownership interest in the Licensee or its Affiliates, unless prior approval is granted to the Licensee pursuant to Section 16 (2) of the Act.

20. Article 10.1 shall be amended by replacing the existing Articles 10.1(c) and 10.1(d) with the following Article 10.1(c):

(c) *General Prohibition against Cross-Subsidies.* The Licensee shall not cross-subsidise its Licensed Services in such a manner as to distort fair competition.

21. Subsequent Articles shall be renumbered accordingly.

G. Article 14 (Use of Radio Frequency Spectrum)

22. Article 14 shall be replaced by the following:

The Licensee shall have the right to apply to the Commission for, and shall be assigned frequencies and frequency bands subject to the availability of spectrum in accordance with Sections 19, 20, 21, 34, and 35 of the Telecommunications Act, 2006. The Licensee shall comply with the terms of the Spectrum Management Framework and the National Frequency Allocation Table, and with the terms and conditions contained in any frequency authorisation granted to it.

H. Article 15 (Resale Services)

23. Article 15.1(a) shall be replaced by the following:

(a) *Other Unitary Licensees.* Subject to the available capacity in the Licensee's Telecommunications Network, the Licensee shall make Basic Exchange Telecommunications Services available for resale by other Unitary Licensees.

24. Article 15.2 shall be replaced by the following:

15.2 Charges for Provision of Basic Exchange Services

The other Unitary Licensees and each Operator of Public Pay Telephone Services receiving Basic Exchange Telecommunications Services from the Licensee shall be responsible for all applicable charges for the resold services provided by the Licensee and all charges associated with services that the other Unitary Licensee or such Operator resells to a Subscriber. The Licensee shall negotiate charges for resale services appropriate to the volume of circuits leased and shall bill the other Unitary Licensee and such Operator for such charges. These charges shall conform to any regulations made by the Commission and relevant provisions of this Licence and the licence issued to the other Unitary Licensee or such Operator, as applicable.

25. Article 15.3 shall be replaced by the following:

15.3 Receipt of and Charges for Basic Exchange Service

Basic Exchange Telecommunication Services made available to the Licensee by another Unitary Licensee may be resold by the Licensee only for its authorized and intended or disclosed use and only to the same class of Subscriber to which the Licensee sells Basic Exchange Telecommunication Service (e.g., residence service may not be resold to

business customers). The Licensee shall be responsible for all charges associated with services that the Licensee resells to a Subscriber.

I. Article 18 (Amendment, Modification, Suspension, Termination and Expiration of the Licence)

26. The title of Article 18 shall be replaced by “REVIEW, AMENDMENT, MODIFICATION, SUSPENSION, TERMINATION AND EXPIRATION OF THE LICENCE”.

27. Article 18 shall be amended by inserting the following as Article 18.1:

18.1 Licence Review

Provided the Commission has given the Licensee written notice of its intent, or provided the Licensee has given the Commission written notice of its wish, to review the terms and conditions of this Licence no less than six (6) months prior to the 5th and 10th anniversaries of the Effective Date, the Commission and the Licensee shall review the terms and conditions of this Licence on each such anniversary with a view to discussing modifications or changes that might be necessary to reasonably reflect changed circumstances in the telecommunications sector in the British Virgin Islands since the Effective Date or the last review.

28. Subsequent Articles shall be renumbered accordingly.

29. Article 18 shall be amended by inserting the following as Article 18.3:

18.3 Compliance Review

Without limiting any other power or function of the Commission, the Commission shall review the Licensee’s compliance with the Licensee’s obligations under:

(i) this Licence;

(ii) the Telecommunications Act, the Commission Regulations, the Telecommunications Code;

(iii) any lawful orders, directives or instructions of the Commission; and

(iv) any undertakings given by the Licensee to the Commission;

with such review to begin on the 5th and 10th anniversaries of the Effective Date. The Licensee agrees to provide any information reasonably requested by the Commission within the time frames specified by the Commission. The Commission shall send the report of its findings on the Licensee’s compliance, including the actions required to remedy any non-compliance, to the Licensee within 90 days of the start of the review. The Commission and Licensee shall meet to discuss the report within 30 days of receipt and the Licensee shall take such actions as may be required by the Commission to remedy non-compliance.

30. Subsequent Articles shall be renumbered accordingly.

31. Article 18.5 (currently Article 18.3) shall be amended by replacing Articles 18.5(x) through (xii) by the following:

(x) the Licensee or any of its Affiliates holds or acquires any interest in any other Unitary Licensee or any of its Affiliates, or any Unitary Licensee or any of its Affiliates holds or acquires any interest in the Licensee or any of its Affiliates, without the prior approval of the Minister or the Commission, as applicable.

32. Article 18.5(xiii) (currently 18.3(xiii)) shall be renumbered 18.5(xi).

J. Article 19 (Infractions and Sanctions)

33. Article 19.2 shall be replaced by the following:

19.2 Non-Compliance with the Requirements Concerning Service Quality Requirements and Reporting Requirements

Without limiting the provisions of Article 18.5, non-compliance with any Service Quality Requirement set forth in Article 7.7 and Annexes 3 and 4, or with any reporting requirement set forth in Articles 7.16(b) or 7.16(c), shall be sanctioned by the Commission with the payment of an initial penalty or penalties in accordance with the schedules established in Annex 6 pursuant to the procedures set forth in Article 19.3. The sanctions set forth in this Article 19.2 shall be applied from the Effective Date.

K. Article 20 (Force Majeure)

34. Article 20 shall be replaced by the following:

(a) Force Majeure. *The Licensee shall be excused from performance under this Licence including, without limitation, the payment of penalties pursuant to Article 19, but excluding the notification and restoration obligations set out in Articles 20(b) and 20(c), only to the extent, and for so long as, such performance is hindered or prevented by an Act of God, fire, flood or other natural disaster, emergency or extraordinary act of government or state, war, civil commotion or insurrection, riots, embargo, prevention from or hindrance in obtaining any materials, energy or other supplies, unlawful labour strikes outside the control of the Licensee and any other catastrophic cause beyond the control of the Licensee.*

(b) Notification. *The Licensee shall notify the Commission as soon as practicable, and in any event within forty-eight (48) hours, or such longer period of time as may be agreed with the Commission, of the event which hinders or prevents the Licensee's performance of its obligations, of the obligations which it is hindered or prevented from performing, the reasons why, and the period of time during which the Licensee expects its performance to be so hindered or prevented. The Licensee shall notify the Commission immediately after its performance ceases to be hindered or prevented by one or more of the circumstances set out in Article 20(a).*

(c) Restoration. *The Licensee shall resume the provision of its Licensed Services as soon as practicable after its performance ceases to be hindered or prevented by one or more of the circumstances set out in Article 20(a). In the event that any of these circumstances causes damage to the Telecommunications Network operated by the Licensee, the Licensee shall be obligated to repair or rebuild the Telecommunications Network pursuant to a timetable and workplan to be established by the Licensee and approved by the Commission, and subject to adequate changes in the provisions of this Licence to be agreed upon between the Parties. The Licensee shall submit the timetable and workplan to the Commission within one (1) week, or such longer period of time as may be agreed with the Commission, of submitting the first notification under Article 20(b) and, until its Telecommunications Network has been repaired or rebuilt, shall submit to the Commission a detailed weekly report on its progress against the workplan.*

(d) No Claims. *Neither the Commission nor the Licensee shall, by reason of the Force Majeure events noted above, be entitled to terminate the Licence, nor shall either Party have any claims for damages against the other, in respect of non-performance or delay in performance that is a result of the Force Majeure events. The Force Majeure events noted above will not in any way cause extension in the period of the Licence.*

L. Annex 1 (Definitions)

35. Annex 1 shall be amended by inserting the following definitions in the appropriate alphabetical order:

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

“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.”

“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.”

“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.”

“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.”

“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”.

“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.”

“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.”

“Internet access service” means a public telecommunications service consisting of providing users with an access to the global Internet;

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

36. Annex 1 shall be amended by deleting the definitions that are no longer required, including the definitions of “BVI Cable TV”, “CCT”, and “Cable & Wireless”.

M. Annex 4 (Form of Annual Compliance Report)

37. Annex 4 shall be replaced by the following:

THE UNDERSIGNED HEREBY CERTIFY THAT:

We are the duly appointed [Title] and [Title] of [] (“Licensee”);

We have reviewed the terms of that certain Licence for the Operation of a Telecommunications Network Providing Telecommunications Services in the British Virgin Islands dated as of _____, 2022, as amended, supplemented or otherwise modified to the date hereof (said Licence, as so amended, supplemented or otherwise modified, being the “Licence”, the terms defined therein and not otherwise defined in this Certificate being used in this Certificate as therein defined) by and among the Licensee and the Telecommunications Regulatory Commission;

and

We have made, or have caused to be made under our supervision, a review in reasonable detail of the operations of the Licensee and we hereby certify the following information is true, correct and complete:

A. REPORT PURSUANT TO ARTICLE 7.9

Attached hereto and forming a part hereof is true, correct and complete report, pursuant to Article 7.9(d), describing the measures and procedures which have been established by the Licensee to maintain the confidentiality of the content of all communications over its network and to safeguard the confidentiality of business secrets and personal data concerning its Subscribers, and describing the effectiveness of, and any necessary changes and improvements to, those measures and procedures.

B. SERVICE QUALITY REQUIREMENTS

I. Actual Local Call Completion Rate Internal to Network as of the most recent Due Date pursuant to Annex 3 of the Licence:

Actual Local Call Completion Rate Internal to Network	Target Local Call Completion Rate listed on Annex 3
___ %	___ %

II. Actual Local Call Completion Rate External to Network as of the most recent Due Date pursuant to Annex 3 of the Licence:

Actual Local Call Completion Rate External to Network	
___ %	

III. Actual International Call Completion Rate as of the most recent Due Date pursuant to Annex 3 of the Licence:

Actual International Call Completion Rate	Target International Call Completion Rate listed on Annex 3
___ %	___ %

IV. Actual Fault Recovery Rate as of the most recent Due Date pursuant to Annex 3 of the Licence:

Actual Fault Recovery Rate in 24 and 72 hours	Target Fault Recovery Rates listed on Annex 3
___ % ___ %	___ % ___ %

V. Actual percentage of the total Subscriber Lines of the Licensee which are served by digital telephone central

offices as of the most recent Due Date pursuant to Annex 3 of the Licence:

Actual Percentage	Target Percentage Listed on Annex 3
___ %	___ %

VI. Actual maximum connection time for urban areas as of the most recent Due Date pursuant to Annex 3 of the Licence:

Actual Maximum Connection Time	Target Maximum Connection Time listed on Annex 3
___ %	___ %

C. SERVICES AND OPERATIONS OF LICENSEE

Attached hereto and forming a part hereof is a true, correct and complete detailed report on the operations and services of the Licensee.

D. OWNERSHIP OF LICENSEE

I. Set forth below is a list of each Shareholder's (i) name, jurisdiction and date of registration and principal place of business, (ii) number and class of shares of capital stock of Licensee owned by such Shareholder and (iii) percentage ownership in Licensee:

II. Set forth below is a list of each Consortium Participant's (i) name, jurisdiction and date of organisation and principal place of business, (ii) ownership interest, whether direct or indirect, in each Shareholder and, in the case of any such indirect interest, each intermediary, including, without limitation, the number, class and par value of shares of capital stock and (iii) percentage interest and the names of each such Shareholder or intermediary, as applicable:

Certified and delivered this _____ day of _____, __ pursuant to Articles 7.9 and 7.14 of the Licence.

[LICENSEE]

By: _____

Title: _____

By: _____

Title: _____

N. Annex 6 (Frequencies)

38. Annex 6 shall be deleted and the remaining Annexes renumbered accordingly.

O. Annex 7 (Schedule of Penalties)

39. Annex 7 shall be renumbered Annex 6 and replaced by the following:

A. SERVICE QUALITY REQUIREMENTS

I. *Failure to achieve Local Call Completion Rates Internal to network as Due Date*

For each percentage point below target Local Call Completion Rate *US \$1,000*

II. *Failure to achieve International Call Completion Rates at Due Date*

For each percentage point below target International Call Completion Rates *US \$1,000*

III. *Failure to achieve Fault Recovery Rate at Due Date*

For each percentage point below target Fault Recovery Rate *US \$1,000*

IV. *Failure to achieve digitalization of network targets at Due Date*

For each percentage point below target digitalization percentage *US \$5,000*

IV. *Failure to achieve maximum urban connection time targets at Due Date*

For each week above target maximum connection time *US \$5,000*

V. *Failure to achieve average rural connection time targets at Due Date*

For each week above target maximum connection time *US \$5,000*

B. REPORTING REQUIREMENTS

I. *Failure to deliver audited financial statements under Article 7.16(b) by the Due Date*

For each week after the Due Date *US \$1,000*

II. *Failure to deliver the Report on Operations and Services under Article 7.16(c) by the Due Date*

For each week after the Due Date *US \$1,000*