

**SCO**

**REFERENCE INTERCONNECT OFFER**

**FOR**

**FIXED-LINE AND MOBILE OPERATORS**

**CONTENTS**

\*\*\*\*\*

<b>Main Body .....</b>	<b>4</b>
<b>1. Definitions and Interpretation.....</b>	<b>5</b>
<b>2. Structure of Agreement.....</b>	<b>14</b>
<b>3. Scope of Agreement.....</b>	<b>14</b>
<b>4. Supply of Service.....</b>	<b>15</b>
<b>5. Commencement, Duration and Renewal.....</b>	<b>15</b>
<b>6. Decommissioning.....</b>	<b>16</b>
<b>7. Charges.....</b>	<b>17</b>
<b>8. Billing and Payment.....</b>	<b>18</b>
<b>9. Interconnection and Standards.....</b>	<b>19</b>
<b>10. Approved Attachments and Customer Equipment.....</b>	<b>19</b>
<b>11. Network Alterations.....</b>	<b>20</b>
<b>12. Network Protection and Safety.....</b>	<b>22</b>
<b>13. Quality of Service.....</b>	<b>22</b>
<b>14. Numbering.....</b>	<b>23</b>
<b>15. Calling Line Identification.....</b>	<b>23</b>
<b>16. Artificial Inflation of Traffic.....</b>	<b>25</b>
<b>17. Provision of Information.....</b>	<b>25</b>
<b>18. Review.....</b>	<b>26</b>
<b>19. Determination.....</b>	<b>28</b>
<b>20. Suspension.....</b>	<b>28</b>
<b>21. Termination.....</b>	<b>31</b>
<b>22. Effects of Termination.....</b>	<b>32</b>
<b>23. Force Majure.....</b>	<b>34</b>
<b>24. Limitation of Liability.....</b>	<b>35</b>
<b>25. Indemnification .....</b>	<b>36</b>
<b>26. Intellectual Property Rights.....</b>	<b>36</b>
<b>27. Bank Guarantee / Security Deposit.....</b>	<b>37</b>
<b>28. Dispute Resolution.....</b>	<b>38</b>
<b>29. Escalation Procedures.....</b>	<b>39</b>
<b>30. Reference to the Authority for Dispute Resolution.....</b>	<b>40</b>
<b>31. Arbitration.....</b>	<b>40</b>
<b>32. Confidentiality.....</b>	<b>41</b>
<b>33. Amendments.....</b>	<b>42</b>
<b>34. Assignments.....</b>	<b>42</b>
<b>35. Waiver.....</b>	<b>43</b>
<b>36. Notices.....</b>	<b>44</b>
<b>37. Entire Agreement.....</b>	<b>44</b>
<b>38. Good Faith and Non-exclusivity.....</b>	<b>45</b>
<b>39. Severability.....</b>	<b>45</b>
<b>40. Independent Contractors and Agency.....</b>	<b>45</b>
<b>41. Governing Law.....</b>	<b>46</b>

<b>SCHEDULE 1</b>	<b>- Interconnection Provisioning.....</b>	<b>47</b>
<b>SCHEDULE 2</b>	<b>- Call Origination, Termination and Transit Service.</b>	<b>65</b>
<b>SCHEDULE 3</b>	<b>- Short Message Service.....</b>	<b>86</b>
<b>SCHEDULE 4</b>	<b>- Leasing of Domestic Private Leased Circuits...</b>	<b>88</b>
<b>SCHEDULE 5</b>	<b>- Co-Location.....</b>	<b>91</b>
<b>SCHEDULE 6</b>	<b>- Charges.....</b>	<b>105</b>
<b>SCHEDULE 6</b>	<b>- Billing.....</b>	<b>120</b>

\*\*\*\*\*

**MAIN BODY**

THIS INTERCONNECTION AGREEMENT IS MADE ON \_\_\_\_\_ DAY OF \_\_\_\_\_

BY AND BETWEEN:

**Special Communications Organization**, a Public Sector Telecommunication Organization duly licensed, organized and existing under the laws of Pakistan, having its head office at Headquarters Special Communications Organization, Qasim Road Rawalpindi, (hereinafter referred to as “**SCO**”) which term should include unless the context admits otherwise, its representatives, administrative, successors in interest and assigns.

AND

the “**Operator**” \_\_\_\_\_

(SCO and the Operator are hereinafter collectively referred to as “**Parties**” and individually as “**Party**”).

**RECITALS:**

The Pakistan Telecommunications Authority (the “**Authority**”) issued a license to SCO on 3<sup>rd</sup> April 2000, whereby SCO was granted the right to continue operating and maintaining its telecommunications network (the “**SCO Network**”) and provisioning of telecommunication services in Azad Jammu & Kashmir (AJ&K) and Northern Areas (NAs) under the *Pakistan Telecommunication (Re-organization) Act, 1996 (amended in 2005)*.

The Operator has been granted a license as

- |       |   |   |   |
|-------|---|---|---|
| (i)   | Basic Telephony Operator                                  | [ | ] |
| (ii)  | Local Loop Operator (“ <b>LL</b> ”)                       | [ | ] |
| (iii) | Long Distance and International Operator (“ <b>LDI</b> ”) | [ | ] |
| (iv)  | Cellular Mobile Operator (“ <b>CMO</b> ”)                 | [ | ] |

that uses switching or routing equipment to provide telecommunication services to the public in AJ&K and NAs.

SCO is required, pursuant to Rule 13 of the *Pakistan Telecommunication Rules, 2000*, to enter into an interconnection agreement within ninety (90) days from the request of another operator. In order to facilitate the efficient conclusion of

such an interconnection agreement on fair and reasonable terms and pursuant to its obligations as a significant market power (SMP) operator in AJ&K and NAs, SCO has prepared and the Authority has approved this Reference Interconnection Offer (“**RIO**”).

This RIO sets out the terms and conditions on which SCO will supply the interconnection related services described in clause 3 hereof (the “**SCO Services**”) to the Operator and terms and conditions on which the Operator will supply certain Services (“**the Operator Services**”) to SCO.

The Parties agree to interconnect the SCO Network to the Operator’s telecommunications network (the “**Operator Network**”) in accordance with this Interconnection Agreement. Specifically, SCO agrees to supply and the Operator agrees to acquire the SCO Services in respect of which the Operator has submitted to SCO a request for Interconnection. If applicable, the Operator agrees to supply and SCO agrees to acquire the Operator Services on the terms and conditions set out in this Interconnection Agreement.

The Parties acknowledge that a Third Party may not rely on this Interconnection Agreement to obtain similar benefits from either Party.

## **THE PARTIES AGREE AS FOLLOWS:**

### **1. DEFINITIONS AND INTERPRETATION**

**1.1** In this Agreement, the following terms shall have the meaning ascribed thereto below unless the context requires otherwise:

“**Act**” means:

- (i) *Pakistan Telecommunication (Re-organization) Act, 1996 as adapted by the Azad Jammu & Kashmir Council vide “Azad Jammu and Kashmir Council Adaptation of Pakistan Telecommunication (Re-organization) Act, 2005” or*
- (ii) *Pakistan Telecommunication (Re-organization) Act, 1996 as adapted by the Northern Areas Council vide “Northern Areas Telecommunication (Re-organization) (Adaptation and Enforcement) Order, 2006”, as the case may be;*

“**Additional Services**” means Services as defined in this Interconnection Agreement that are not currently being supplied to the Operator;

“**Ancillary Services**” means:

- (i) a service which does not solely comprise the conveyance of Calls; or

- (ii) a Call, except a Transfer Charge Call, where the Calling Party is not required to pay all of the charges associated with that Call; or
- (iii) a Call where the Calling Party is charged at a rate which includes an element over and above the charge for conveyance of that Call;

**“Artificial Inflation of Traffic” or “AIT”** means a situation where the flow of Calls to any particular Service is as a result of any activity on or on behalf of the party operating that Service disproportionate to the flow of Calls which would be expected from good faith commercial practice and usage of the network;

**“Authority”** means the Pakistan Telecommunication Authority (PTA) or its successor organizations for the administration of telecommunications policy, law and regulations;

**“Billing Information”** means such information provided by one Party to the other, including, without limitation, such information as is necessary to ascertain the charges payable by each Party under this Agreement;

**“Billing Period”** means, unless otherwise agreed in writing, the period of a calendar month commencing on the first day of a month;

**“Billing System”** means a system to collate Billing Information and prepare invoices relating to charges payable by each Party under this Agreement;

**“Business Day”** means any day other than Sundays or the gazetted public holidays of AJ& K and NAs;

**“Busy Hour Traffic Forecast”** means the forecast of the number of hours of call traffic during the busiest hour of operation;

**“Calendar Day”** means any day of a calendar year, including Sundays and gazetted public holidays of AJ& K and NAs;

**“Call”** means a transmission path through telecommunication systems related to the delivery of a message, and any reference to the conveyance of a Call by a Party means the establishment by that Party of such a transmission path through that Party's Network and the conveyance by that Party over such transmission path;

**“Call Duration”** means the time period starting when the called party answers until the calling or called party clears, whichever is sooner;

**“Call Origination Service”** means a service provided by the Originating Operator in respect of Originating Interconnected Calls from a customer

directly connected to that Originating Operator's Network to the relevant Point of Interconnection;

**"Call Termination Service"** means service provided by a Party in respect of Terminating Interconnected Calls from a relevant Point of Interconnection;

**"Call Transit Service"** means service provided by a Party in respect of Transit Interconnected Calls from the Originating Network to a Third Party Network;

**"Call Type"** means a type of call such as those set out in **Schedule 2**;

**"Calling Line Identification"** or **"CLI"** means information identifying the number of the telephone line or apparatus on which a Call originates and which is transmitted between and within Networks;

**"Calling Party"** means a person who, or apparatus which, initiates a Call;

**"Capacity"** means in relation to an Interconnect Link, 2 Mbps (or such other bit rates agreed in writing between the Parties) ports for each Interconnect Link.

**"CDR"** means Call Detail Record;

**"Chargeable Call Duration"** means the duration of a Chargeable Call measured to the nearest second (or such greater accuracy as the Parties may agree in writing); starting when the called party answers until the calling or called party clears, whichever is sooner;

**"Charges"** means the charges as specified in **Schedule 6** payable by the Parties for various services

**"CLIP/CLIR"** means Calling Line Identification Presentation and Restrictions fields;

**"Co-Location"** means the location of Co-Location Equipment in Co-Location Sites described in **Schedule 5** under this Interconnection Agreement;

**"Co-Location Request"** means a request for Co-Location made under this Interconnection Agreement;

**"Co-Location Request Form"** means the application form prescribed in **Attachment A** of **Schedule 5**;

**"Co-Location Site"** means any site at which Co-Location is permitted pursuant to **Schedules 5**;

**“Co-Location Space”** means space and such facilities as may be agreed to by the Parties to be provided by SCO at the Co-Location Site for the installation and operation of Co-Located Equipment;

**“Confidential Information”** of a Party means all information in whatever form relating to know-how, ideas, concepts, technology, manufacturing processes, industrial, marketing and commercial knowledge of a confidential nature (whether in a tangible or intangible form) relating to or developed in connection with or in support of the business of that Party (and any matter concerned with or arising out of this Interconnection Agreement) and clearly designated as confidential at the time of disclosure or is by its nature confidential but does not include:-

- (i) information which is or becomes part of the public domain (other than through any breach of this Interconnection Agreement);
- (ii) information rightfully received by the other Party from a third person without a duty of confidentiality being owed by that other Party to that Third Party, except where that other Party has knowledge that the third person has obtained that information either directly or indirectly as a result of a breach of any duty of confidence owed to the first mentioned Party;
- (iii) information which has been independently developed by the other Party; or
- (iv) information which is in the possession of, or is known to, the other Party prior to the date of this Interconnection Agreement, to the extent that the other Party is not bound by any existing obligation of confidentiality in respect of such information to the first mentioned Party;

**“Consequential Loss”** includes without limitation:

- (i) loss of revenue;
- (ii) loss of profit;
- (iii) loss of anticipated savings or business;
- (iv) loss of data or goodwill;
- (v) loss of value of any equipment, including software;
- (vi) claims of third parties; and

- (vii) costs and expenses associated with or incidental to any of the above;

**“Co-ordination Committee”** means a committee made up of representatives of SCO and the Operator for the purpose of resolving Disputes;

**“CPE”** means Customer Premises Equipment;

**“Customer”** for the purposes of this Interconnection Agreement, means a person:

- i. having a contract with either or both Parties for the provision of telecommunication services by means of that Party's System; or
- ii. user of telecommunication apparatus directly connected to the SCO Network or the Operator Network; or
- iii. having a contract with a reseller of telecommunication services to be provided by means of either the SCO Network or the Operator Network or a user of telecommunication apparatus authorised by that person;

**“DDF”** means Digital Distribution Frame;

**“Data Management Amendments”** means changes, including but not limited to, in the data management of a Party's Network as a result of digital analysis carried on in the other Party's Network or as a result of change in the number ranges in the other Party's Network;

**“Disclosing Party”** means a Party making a disclosure of Confidential Information in the context of this Interconnection Agreement;

**“Dispute Resolution” or “Dispute Resolution Procedure”** refers to the procedures outlined in clause **28** of this Interconnection Agreement;

**“Due Date”** means a date being 14 Calendar days after the date of receipt of an invoice, or if such 14th calendar day falls on a date other than a Business Day, the date of the following Business Day;

**“Dummy CLI”** means a list of non-subscriber CLI to be notified by each Party to the other Party used in the resolution of service issues in accordance with of this Interconnection Agreement;

**“E1”** means a unit of 2Mbps of Capacity;

**“Effective Date”** means the date on which this Interconnection Agreement is signed by the Parties;

**“Emergency Call”** means a Call to Emergency Service Organisations;

**“Emergency Event”** means an event which causes or is likely to cause significant damage to the Network of a Party or which endangers or is likely to endanger the health or safety of any person;

**“Emergency Service Organisation”** means the relevant local public police, fire, ambulance and coastguard services and other similar organisation providing assistance to the public in emergencies;

**“Exchange”** means a Co-Location Site;

**“FED”** means Federal Excise Duty imposed under the applicable law;

**“Gateway Exchange”** means Interconnect Gateway Switch;

**“GSM”** means Global System for Mobile Communications;

**“GST”** means General Sales Tax imposed under the applicable *law*;

**“IAM”** means Initial Address Message;

**“Integrated Services Digital Network”** or **“ISDN”** means a set of communications standards allowing a single wire or optical fibre to carry voice, digital networks services and video;

**“Intellectual Property”** means any patent, petty patent, registered design, registered trade or service mark, copyright, design right, semi-conductor topography right, know-how or any similar right exercisable in any part of the world including any application thereof;

**“International Correspondent”** means a licensee of another country with whom SCO or the Operator exchanges international traffic;

**“ISUP”** means ISDN User Part;

**“LDI”** means a Long Distance and International Telecommunications Services Operator;

**“License”** means a telecommunication services license issued by the Authority;

**“LL”** means Locate Loop Operator;

**“Local Leased Circuit”** means 2Mbps transmission service;

**“Loss”** means any and all losses (including but not limited to indirect or Consequential Loss and loss of profits, business and business opportunities)

damages, claims, liabilities and demands and all expenses, legal and otherwise of any kind;

**“MDF”** means Main Distribution Frame;

**“Mobile Operators”** means operators licensed to provide public mobile telecommunications services by the Authority;

**“MSI”** means Major Service Interruption;

**“MTP”** means Messages Transfer Part of signalling system number 7.

**“National Numbering Plan”** means the Numbering Plan approved by the Authority;

**“Network”** means a telecommunication system of a Party which is used or intended to be used for telecommunications;

**“Network Alteration”** means a change (other than a Data Management Amendment) to a Party’s Network, which requires a change to be made to the other Party’s Network to allow the continuance of the conveyance of Calls across a Point of Interconnection pursuant to this Agreement;

**“Network Capacity”** means the equipment required to be installed in the Supplier’s Network for use in the provision of a Service, but does not include Interconnect Capacity;

**“Network Conditioning”** means the conditioning, equipping and installation of equipment in the SCO Network to enable the provisioning of a Service under this Interconnection Agreement;

**“Operator”** means a Basic Telephony or an LL or LDI or Mobile Operator that uses switching or routing equipment to provide telecommunication services to the public and that submits a written application to acquire Services under this Interconnection Agreement;

**“Operator Network”** means a Network owned or operated by the Operator;

**“Operator Services”** means the services provided by the Operator to SCO under the terms of this Interconnection Agreement in the manner described in this Interconnection Agreement;

**“Ordering and Provisioning Procedure”** means the various procedures for the ordering and provisioning of Services in the relevant Schedules;

**“Origination, Termination and Transit”** or **“OT & T”** means Call, Origination Services, Call Termination Services and Call Transit Services;

**“Physical Interconnection”** has the meaning ascribed to it in **Schedule 1** of this Interconnection Agreement;

**“POI”** means Point of Interconnection;

**“Point of Interconnection”** means a physical point where the SCO Network and the Operator Network are connected for Calls to be handed over from one System to the other;

**“PRS” or “Premium Rate Service”** means an entertainment or information service:

- (i) which is accessed by means of a Call and consists of, or includes the sending of, speech, music, other sounds or signals to the Calling Party;
- (ii) for which payment is made by means of Call charges; and
- (iii) which is agreed by the Parties as a Premium Rate Service;

**“PSTN”** means the Public Switched Telecommunications Network;

**“Ready for Service” or “RFS”** means the date that SCO completes the installation of the Services as notified to the Operator in accordance with this Agreement;

**“Receiving Party”** means a Party receiving Confidential Information from the Disclosing Party;

**“Reference Interconnect Offer” or “RIO”** means the Reference Interconnect Offer submitted to the Authority by SCO including all Schedules and Attachments as amended, modified or supplemented from time to time;

**“SDH”** means synchronous digital hierarchy;

**“Services”** means the SCO Services and the Operator Services;

**“Signalling Links”** means a digital path between two signalling points/nodes;

**“Signalling Point Code”** means a unique identification assigned to the exchange used for the routing of Messages as described in ITU-T Q.704;

**“Site Preparation Works”** means any work undertaken by SCO to permit Co-location;

**“Standard Operating Procedures” or “SOP”** means the published standard operating procedures at SCO;

**“Supplier”** means the Party providing Capacity to the other Party;

**“Switch”** means the telecommunication apparatus which performs the function of switching and routing of Calls;

**“Telecommunications”** shall have the meaning ascribed to it in the Act;

**“Termination Charge”** means the charge applicable for the provision of the Call Termination Service as described in **Schedule 2**;

**“Third Party”** means any person or entity other than SCO or the Operator;

**“Third Party Network”** means the Network owned or operated by a Licensee other than SCO or the Operator;

**“Third Party Network Operator”** means a Licensee that owns or operates a telecommunications Network in Pakistan other than SCO or the Operator;

**“Tie Cable”** means the cable used to connect the Operator's equipment to SCO's distribution frame or patch panel;

**“Trunk Group”** means a group of circuits between the Parties' IGSs; and

**“Virtual Interconnection”** has the meaning ascribed to it in **Schedule 1** of this Interconnection Agreement.

**1.2** In this Interconnection Agreement, unless the context otherwise requires:

- a) the singular includes the plural and vice versa;
- b) words which are gender neutral or gender specific include each gender;
- c) other parts of speech and grammatical forms of a word or phrase defined in this Interconnection Agreement have a corresponding meaning;
- d) an expression importing a natural person includes a company, partnership, joint venture, association, corporation or other body corporate and a Government Agency;
- e) a reference to a thing (including, but not limited to, a chose-in-action or other right) includes a part of that thing;
- f) a reference to a clause, party, Schedule or Attachment is a reference to a clause of this Interconnection Agreement, and a party, Schedule or Attachment to this Interconnection Agreement, and a reference to this Interconnection Agreement includes a Schedule or Attachment to this Interconnection Agreement;

- g) a reference to a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity OR a rule of an applicable regulatory authority or stock exchange and is a reference to that law as amended, consolidated or replaced;
- h) a reference to a document includes all amendments or supplements to that document, or replacements or novations of it;
- i) a reference to a party to a document includes that party's successors and permitted assigns;
- j) an agreement on the part of two or more persons binds them jointly and severally; and
- k) a reference to an agreement, other than this Interconnection Agreement, includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing.

**1.3** Where the day on or by which something must be done is not a Business Day, that thing must be done on or by the following Business Day.

**1.4** Headings are for convenience only and do not affect the interpretation of this interconnection agreement.

## **2. STRUCTURE OF AGREEMENT**

**2.1** In the event of an inconsistency between the main body of this Interconnection Agreement, the Schedules and Attachments, in the order of precedence (unless expressly stated to the contrary) shall be as follows:

- (a) the main body of this Interconnection Agreement;
- (b) Schedules; and
- (c) Attachments.

## **3. SCOPE OF AGREEMENT**

**3.1** Subject to clause **2**, the following SCO services are covered under this Interconnection Agreement and terms and conditions of supply are set out in the relevant Schedules:-

- a.** SCHEDULE 1 - Interconnection Provisioning

- b.** SCHEDULE 2 - Call Origination, Termination and Transit Services
- c.** SCHEDULE 3 - Short Message Service
- d.** SCHEDULE 4 - Leasing of Domestic Private Leased Circuits
- e.** SCHEDULE 5 - Co-Location
- f.** SCHEDULE 6 - Charges
- g.** SCHEDULE 7 - Billing

**3.2** For the avoidance of doubt and notwithstanding the interconnection of the SCO Network and the Operator Network, neither Party shall hand over to the other Party, nor have an obligation to convey Calls of any category, unless the other Party has agreed to convey Calls of that category and there is express provision to convey Calls of that category under this Agreement.

**3.3** This Interconnection Agreement does not apply to the supply of the SCO Services where the Operator is not of a class to which the SCO Services are expressed to apply under this Interconnection Agreement.

**3.4** Neither party shall be obliged to provide or be entitled to access Ancillary Services unless there is express provision for the particular Ancillary Service in this Agreement. However, a Party may request, and other Party shall provide Additional Services pursuant to of this Interconnection Agreement

#### **4. SUPPLY OF SERVICE**

**4.1** SCO agrees to supply to the Operator on the Charges, terms and conditions set out in this Interconnection Agreement those Services listed in clause **3**, on formal request of the Operator (on plain paper) for provision of Services under this Interconnection Agreement.

**4.2** If applicable, the Operator agrees to supply the Operator Services to SCO on the Charges, terms and conditions set out in this Interconnection Agreement.

#### **5. COMMENCEMENT, DURATION AND RENEWAL**

**5.1** This Interconnection Agreement shall commence on the Effective Date and, without prejudice to the clause Force Majeure, shall continue in force from the Effective Date until the earlier of:

- a. the expiry or termination of either Party's Licence; or
- b. the termination of this Interconnection Agreement by a Party in accordance with clause **21** hereof or other right at law.

**5.2** This Interconnection Agreement shall be submitted to the Authority within seven (7) days after both parties have signed it.

## **6. DECOMMISSIONING**

- 6.1** Subject to clauses **6.2**, **6.3** and **6.4**, a Party ("**Decommissioning Party**") may, for whatever reason upon giving no less than six (6) months prior written notice ("**Decommissioning Period**") to the other Party, close, replace or relocate any Interconnect Transit Exchanges or services provided, in respect of which an Interconnection Link is connected, decommission an Interconnection Link or close a POI ("**Decommissioning**").
- 6.2** The Decommissioning Party shall be responsible for and bear all direct costs incurred by both Parties in carrying out the Decommissioning. Direct costs are limited to removal of equipment and cabling at the POI or Interconnect Transit Exchanges or any other location where any service provided according to Schedules of this agreement. Each Party will bear its own costs of recovering its own part of the Interconnection Link.
- 6.3** When the request for Decommissioning is at the direction of a Third Party pursuant to a legal obligation binding on the Decommissioning Party, each Party shall bear its own costs associated with the Decommissioning together with the direct costs incurred by that Party in respect of the establishment of alternative arrangements.
- 6.4** If Decommissioning is to occur where Interconnection has been established, the Decommissioning Party will, if requested by the other Party within thirty (30) Business Days after receiving a notice under clause **6.1**, offer alternative interconnection solutions to the other Party. The alternative interconnection solutions offered must, to the extent feasible, be comparable in terms of cost and functionality and, if accepted by the other Party within sixty (60) Calendar Days from the date of the offer, must permit the full implementation of the alternative interconnection solutions.
- 6.5** Upon the happening of an event which causes or is likely to cause significant damage to the Network of a Party or which endangers or is likely to endanger the health or safety of any person ("**Emergency Event**"), that Party may close or replace its Interconnect Transit Exchanges or a POI or Decommission an Interconnection Link or

service without prior written notice to the other Party, provided that it notifies the other Party as soon as practicable that the Emergency Event exists and that emergency relocation work is being or will be performed. The costs incurred as a result of, or in connection with, a closure or replacement of such action shall be borne as follows:

- a. where the occurrence of the Emergency Event was caused as a result of the negligence or wilful act or omission of the first-mentioned Party, its employees, agents or contractors, that Party shall bear the costs associated with the closure, replacement or Decommissioning incurred by both Parties; and
- b. where the occurrence of the Emergency Event was not caused as a result of the negligence or wilful act or omission of the first-mentioned Party, its employees, agents or contractors, each Party shall bear its own costs associated with the closure, replacement or Decommissioning.

## 7. CHARGES

- 7.1 The Operator shall pay to SCO the Charges for the SCO Services supplied by SCO to the Operator within the timeframe specified, calculated in accordance with and/or as specified from time to time in **Schedule 6**. SCO shall pay to the Operator the Charges for the Operator Services supplied by the Operator to SCO within the timeframe specified, calculated in accordance with and/or as specified from time to time in **Schedule 6**.
- 7.2 The Charges contained in **Schedule 6** shall apply to the Services, as amended by the Parties from time to time, subject to approval of the Authority.
- 7.3 If there is a difference between a Charge for a Service specified in **Schedule 6** and a Charge determined by the Authority, the Charge determined by the Authority shall prevail.
- 7.4 As soon as reasonably practicable but not later than thirty (30) days following an order, direction, determination or consent by the Authority of a Charge (or the means of calculating that Charge or a variation of that Charge) for any one of the SCO or Operator Services, the Parties shall make necessary alteration(s) to **Schedule 6** so that it accords with such order, direction, determination or consent.
- 7.5 If any Charge (or the means of calculating that Charge) for a SCO Service or an Operator Service has retrospective effect (for whatever reason) then SCO or the Operator (as appropriate) shall, as soon as reasonably practicable following publication in **Schedule 6**, adjust

and recalculate the Charge in respect of such SCO Service or such Operator Service using the new Charge.

- 7.6** No Charges shall be payable under this Interconnection Agreement by one Party to the other unless such Charges are specifically referred to in this Interconnection Agreement.

## **8. BILLING AND PAYMENT**

- 8.1** Each Party shall provide to the other invoices of all amounts due to it, calculated in accordance with the provisions of **Schedule 6** (Charges) and **Schedule 7** (Billing), as appropriate.
- 8.2** All Charges in this Interconnection Agreement are exclusive of all GST, FED or any similar value added tax unless the contrary is expressly stated. All taxes including GST/FED shall be added, where applicable, to all or any part of the Charges under this Interconnection Agreement.
- 8.3** The Parties shall bear and pay all taxes as required by the laws of AJ&K or NAs, as the case may be, that result from the implementation of this Interconnection Agreement or the acquisition of the Services under this Interconnection Agreement. If either Party is required under the laws of AJ&K or NAs, as the case may be, to deduct or withhold any sum as taxes imposed on or in respect of any amount due or payable to the other Party, then such former Party shall make such deduction or withholding as required and shall furnish to the other Party the certificate of the sum deducted/withheld or deposited with the tax authorities on account of that Party.
- 8.4** For the avoidance of doubt, SCO being a subordinate organization of Ministry of Information Technology and Telecommunication is exempted from tax, vide section 49 of Income Tax Ordinance 2001.
- 8.5** Invoices are due and payable in Pakistan or AJ&K or NAs, as the case may be.
- 8.6** All payments must be:
- a.** paid by banker's draft, cashier's order or electronic transfer and as such the amount should be credited on or before the due date directly to the designated bank account(s) of the Party entitled to receive the payment;
  - b.** subject to **Schedule 7**, paid without counterclaim; and

- c. accompanied by such information as is reasonably required by the Party receiving the payment to properly allocate payments received.

**8.7** The Parties shall comply with Schedule 7 in relation to all aspects of the billing, settlement and dispute of payments under this Interconnection Agreement.

## **9. INTERCONNECTION AND STANDARDS**

**9.1** The Parties shall connect and keep connected the SCO Network and the Operator Network at Points of Interconnection in accordance with this Interconnection Agreement.

**9.2** In the practical implementation of the Specifications relating to the interconnection of the SCO Network and the Operator Network, the Parties shall apply standards and operating guidelines that have due regard to the following (in the order of precedence specified below):

- a. any legal requirements imposed upon each of them including requirements arising from the SCO Licence and the equivalent conditions of the Operator Licence; and
- b. any relevant specification notified by the Authority; and
- c. any recommendations by ITU-T or other internationally recognized standard setting bodies adopted by the Parties; and
- d. the GSM memorandum of understanding (where applicable).

## **10. APPROVED ATTACHMENTS AND CUSTOMER EQUIPMENT**

**10.1** Neither Party shall connect or knowingly permit the connection to its Network of telecommunications equipment, unless such equipment has been type approved by the Authority.

**10.2** If a Customer ceases wholly or partly to be one Party's Customer at any one site and becomes a Customer of the other Party, the first Party shall not hinder the second Party from:

- a. gaining access to equipment rooms owned or occupied by the Customer;
- b. gaining access to ducting and wiring owned by the Customer; and/or
- c. obtaining consents and way leaves from any Third Party as shall be required for such access.

## 11. NETWORK ALTERATIONS

- 11.1** A Party wishing to make a modification to its Network that will have a material impact on the Services or on the other Party's Network (a "**Network Alteration**") shall give to the other Party not less than six (6) months written notice prior to the date of the anticipated Network Alteration. This notice period does not apply to such Network Alterations required to be implemented by the Authority within a shorter time frame. The notice shall specify the technical details of the Network Alteration and the date of the anticipated Network Alteration. Following such notification each Party shall supply to the other Party such information as the other Party may reasonably request including in the case of the Party giving the notice, to the extent reasonably practicable, the potential impact on the other Party's Network.
- 11.2** The Party receiving the notice pursuant to clause **11.1** shall notify the other Party as soon as practicable, but in any event not more than one month after receipt of such notice, of any alterations required to that Party's Network as a result of the proposed Network Alteration and a quotation for the cost of such alterations (other than for costs arising from circumstances described in clause **11.6** (below) calculated on the basis of the minimum cost consistent with good engineering practice.
- 11.3** If the Party giving the notice pursuant to clause **11.1** agrees to the alterations required to the other Party's Network and agrees to the quotation (if any), the Parties shall agree on a plan within three (3) months of receipt of the notice referred to in clause **11.1** to implement the Network Alteration and the other Party shall carry out such alterations in accordance with the agreed plan.
- 11.4** If the provisions in clause **11.6** do not apply, and if the Party giving the notice pursuant to clause **11.1** does not agree the alterations required to the other Party's Network and/or to the cost quotation (if any), that Party shall so notify the other Party, and the Parties agree to treat the matter as a Dispute. The Party giving the notice pursuant to clause **11.1** shall not implement the relevant Network Alteration until the Dispute is resolved.
- 11.5** On completion of the relevant alteration, the Party receiving the notice pursuant to clause **11.1** shall invoice the other Party for such alteration for an amount not exceeding the quotation agreed under clause **11.3**.
- 11.6** Each Party shall pay its own costs arising out of the Network Alteration if:

- a. the Parties agree in writing to change their respective Networks for their mutual benefit; or
  - b. the Network Alteration is lawfully directed by the Authority who also lawfully directs each Party to pay its own costs; or
  - c. the Network Alteration is to implement a Standard issued by the Authority.
- 11.7** Except as otherwise indicated in clause **11.6**, the altering Party shall be solely responsible for the reasonable and direct cost of such changes in the other Party's Network resulting from the Network Alteration, and shall pay to the other Party such costs.
- 11.8** The Parties agree to fully co-operate and consult with each other on the implementation of Network Alterations and to keep each other informed of the steps involved, with a view to minimizing, and if possible, eliminating any disruption to the Services supplied under this Interconnection Agreement. The Parties agree to fully co-operate and consult with each other with a view to accommodating both Parties' reasonable expectations regarding the time commitments and implications of the proposed Network Alteration.
- 11.9** Each Party has the right to modify, change or substitute underlying technology or the specifications of the Services to improve the functioning or performance of the Services or their respective Networks provided that such modifications do not materially adversely affect the functioning or performance of the Services supplied to the other Party.
- 11.10** Each Party shall endeavour to minimise the number of Data Management Amendments in the other's Network to those required to ensure efficient call routing and provision of agreed Billing Information.
- 11.11** With respect to Data Management Amendments relating to digit analysis ("**Digit Level Data Management Amendments**") written notice shall be provided by the Party requesting the Data Management Amendment at least ninety (90) Calendar Days prior to the requested implementation date.
- 11.12** Each Party shall bear its own cost of carrying out Data Management Amendments in its Network.
- 11.13** Nothing in this Interconnection Agreement may be construed to preclude a Party from using, modifying or substituting such of its equipment for other of its equipment as reasonably required to

provide any one of the Services within the scope of this Interconnection Agreement.

## **12. NETWORK PROTECTION AND SAFETY**

- 12.1** Each Party is responsible for the safe operation of the Network, and shall take all necessary steps to ensure that its Network, its Network operations and implementation of this Interconnection Agreement do not endanger the safety or health of any person, and do not cause physical or technical harm to the other Party's Network.
- 12.2** The Parties will manage their Networks to minimise disruption to the Services and, in the event of interruption or failure of any one of the Services, will restore those Services as soon as is reasonably practicable. Each Party shall notify the other Party of any faults immediately.
- 12.3** Neither Party shall use or permit the use of any Service, or install, connect, link or use (or permit the installation, connection, linking or use of) any telecommunications equipment in contravention of any law. If either Party considers that the other Party is acting, or is likely to act, in contravention of this clause, then the first-mentioned Party may seek the Authority's approval to take necessary corrective action, unless an imminent threat to life or property arises (or is likely to arise) in which case the first-mentioned Party may take immediate necessary corrective action with seeking ex-post approval thereof from the Authority. On receipt of the Authority's approval (or as otherwise stated in this clause **12.3**), the first-mentioned Party may take the necessary corrective action.
- 12.4** Each Party shall ensure that its Network and operating procedures comply in all respects with this Interconnection Agreement.

## **13. QUALITY OF SERVICE**

- 13.1** Each Party shall:
- a.** ensure that the Services it provides to the other Party are of the quality comparable to what it provides to itself and to its affiliates; and
  - b.** maintain and repair faults on Interconnect Links in the same manner as it maintains similar plant and repairs similar faults within its own Network.
- 13.2** The Parties shall provide to each other such remedies for late delivery of the Services on the terms and conditions, as specified in this Interconnection Agreement or as determined by the Authority.

- 13.3** The Parties shall use all reasonable endeavours to meet the performance standard as agreed between the parties from time to time.
- 13.4** Neither Party warrants that its Network is or will be free from faults. The Parties shall comply with the fault identification and reporting guidelines set out in this Interconnection Agreement or as set out by the Authority.
- 13.5** In performing its obligations under this Interconnection Agreement, the Parties shall exercise the reasonable skill and care of a competent telecommunications operator.

#### **14. NUMBERING**

- 14.1** Each Party shall use numbers in accordance with the national Numbering Plan issued by the Authority and shall comply with the numbering provisions.
- 14.2** The Parties shall ensure that sufficient and correct numbering information is sent from one Network to the other for correct delivery of Interconnected Calls.
- 14.3** The Parties shall convey to each other telephone numbers in the national and international formats as contained in the national Numbering Plan issued by the Authority.
- 14.4** The Parties shall adopt and comply with the numbering system and number format as specified in the Authority's national Numbering Plan and framework and guidelines on the usage, allocation and assignment of numbers.

#### **15. CALLING LINE IDENTIFICATION ("CLI")**

- 15.1** The Parties agree that Calling Line Identification ("**CLI**") shall be passed between the Parties' Networks for all Calls for which the Call Origination Services, the Call Termination Services and the Call Transit Services are provided, subject to CLI being forwarded to a Party from another network with which its Network is connected.
- 15.2** If a Party's Network requests CLI from the other Party's Network, the originating Network shall generate and convey CLI to the first Party's Network to the extent that the originating Network has such a capability.
- 15.3** A Party whose Network receives CLI following a request pursuant to clause **15.2** shall only use the CLI for the following purposes:

- a. routing Calls;
  - b. compilation of:
    - i. inter Party bills, and
    - ii. Customer bills;
  - c. agreed administrative use in accordance with accepted industry practice from time to time which includes, at the date of this Interconnection Agreement, call trace, malicious call identification, compilation of statistics relating to call origin and fraud prevention and detection;
  - d. display to Customers; and
  - e. as otherwise required by law.
- 15.4** A Party conveying Calls handed over from a Third Party Network shall convey, to the extent received, the CLI associated with those Calls.
- 15.5** Notwithstanding other provisions of this Interconnection Agreement, a Party may use CLI to pass telephone numbers to Emergency Organisations.
- 15.6** The cost of generating and conveying CLI is included in the relevant conveyance rates for Calls. Neither Party shall apply additional charges for CLI.
- 15.7** If a Party desires to charge separately for the generation or conveyance of CLI, such Party may initiate a review of this clause **15** pursuant to clause **18.1(c)**.
- 15.8** If there is a change in applicable law or regulation materially affecting the operation of CLI, the Parties shall change the operation of CLI to the extent necessary to comply with the applicable law or regulation.
- 15.9** The Parties will bar CLI in accordance with the CLI presentation and restrictions fields (CLIP/CLIR) within the signalling message.
- 15.10** Each Party shall resolve any service issues arising from the provision of CLI from the other Party's Network where it is not the Calling Party's actual directory number. A list of such non-subscriber CLI (Dummy CLI) shall be notified by each Party to the other Party in writing whenever they are already in use or are planned for use.
- 15.11** Both Parties shall be allowed to present CLI to their Customers subject to the CLIP/CLIR fields. The Parties shall not disclose, either

at the Called Party's terminal or to the Called Party, the telephone number of a Calling Party who has subscribed for CLIR.

**15.12** For Calls for which CLI is not available, such as Calls from customer service operator positions, the category of the Calling Party shall be clearly indicated in the signalling message.

**15.13** The Parties shall comply with the following requirements and safeguards:

- a. each Party shall not manipulate the CLI of the original Calling Party and the original Calling Party CLI shall be passed on in the conveyance of a Call accordingly.
- b. each Party shall not, in the handling of outgoing traffic, manipulate the access number dialled by the Calling Party; and
- c. each Party shall set the A-bit of the Forward Call Indicator (FCI) of the Initial Address Message (IAM) on the ITU-T Signaling System No.7 ISDN User Part (ISUP) to the value 1 to identify an international incoming Call.

## **16. ARTIFICIAL INFLATION OF TRAFFIC ("AIT")**

**16.1** Each Party shall use reasonable endeavours to detect Artificial Inflation of Traffic ("**AIT**"), identify AIT, notify the other Party of AIT and prevent AIT.

**16.2** The Parties shall use reasonable endeavours to develop, implement and maintain appropriate procedures to identify and prevent AIT – and shall document such in a separate document known as the AIT Manual.

## **17. PROVISION OF INFORMATION**

**17.1** Each Party shall provide, free of charge, one copy of the information specified in clause **17.3** and such other information as is reasonably required from time to time by the other Party for interconnection of the Networks and the provision of Services or facilities pursuant to this Interconnection Agreement.

**17.2** Each Party shall promptly supply to the other, upon request, details of the services and facilities that it provides to its Customers.

**17.3** Subject to a Party's obligations of confidentiality to a Third Party, a Party may request and the other Party shall provide information on protocols in use by that other Party that are required for interconnection, conveyance of Calls or the provision of Services

specified in this Interconnection Agreement between the SCO Network and the Operator Network if such other Party has relevant information and the provision of such information is necessary as a consequence of the absence of international standards.

- 17.4** Notwithstanding any provision of this Interconnection Agreement, a Party shall not be obliged to provide information that is subject to a confidentiality obligation to a Third Party, unless such Third Party consents to such disclosure. If a Disclosing Party provides information to a Receiving Party, the Disclosing Party shall have obtained all appropriate Third Party consents.
- 17.5** The Disclosing Party will use reasonable endeavours to ensure that information disclosed is correct to the best of its knowledge at the time of provision of such information.
- 17.6** Subject to clause **24** – Limitation of Liability, the Receiving Party shall indemnify the Disclosing Party and keep it indemnified against all liabilities, claims, demands, damages, costs and expenses arising as a consequence of any failure by the Receiving Party to comply with the conditions imposed and identified at the time when the information was provided.
- 17.7** Nothing in this Interconnection Agreement shall require a Party to do anything in breach of any statutory or regulatory obligation of confidentiality, including without prejudice to the generality of the foregoing, the SCO Licence or the Operator Licence as appropriate or any direction issued by Authority.
- 17.7** Each Party shall provide the other Party on a timely basis with all agreed information reasonably required to determine charges to be billed by one Party to the other Party.

## **18. REVIEW**

- 18.1** A Party may seek to amend this Interconnection Agreement by serving on the other a review notice if:
- a.** either Party's Licence is materially modified (whether by amendment or replacement); or
  - b.** a material change occurs in the law or regulations; or
  - c.** this Interconnection Agreement makes express provision for a review or the Parties agree in writing that there should be a review; or

- d.** a material change (including enforcement action by any regulatory Authority) occurs that affects or reasonably could be expected to affect the commercial or technical basis of this Interconnection Agreement; or
- e.** this Interconnection Agreement is assigned or transferred by the other Party except if prior written consent to the assignment or transfer is not required under clause **34** – Assignment.
- f.** there is a general review pursuant to clause **18.3**.

**18.2** Save as provided in clause **18.1**, a Party shall serve a review notice not later than the expiration of a 6 months period commencing on the date set opposite each clause as follows:

<b>Clause</b>	<b>Period commencing on the date:</b>
<b>18.1(a)</b>	of publication of the modifications to the Licence
<b>18.1a</b>	of occurrence of material change
<b>18.1b</b>	of entitlement or occurrence of the date of written agreement
<b>18.1c</b>	of occurrence of the material change
<b>18.1c</b>	of notification of assignment or transfer

**18.3** A Party may initiate a general review of this Interconnection Agreement by serving a review notice during the period of six (6) months commencing on the Effective Date and once every one (1) year thereafter.

**18.4** On service of a review notice, the Parties shall forthwith negotiate in good faith the matters to be resolved with a view to agreeing the relevant amendments to this Interconnection Agreement.

**18.5** For the avoidance of doubt, the Parties agree that notwithstanding service of a review notice this Interconnection Agreement shall remain in full force and effect.

## 19. DETERMINATION

- 19.1** If the Parties fail to reach agreement on the subject matter of a review notice pursuant to clause **18** within one (1) month in each case from the date of service of such review notice, either Party may, not later than 2 months after the expiration of the relevant period, request the Authority in writing to determine the matters upon which the Parties have failed to agree.
- 19.2** The Parties shall enter into an agreement to modify or replace the Interconnection Agreement in accordance with any order, direction, determination or consent of the Authority unless such order, direction, determination or consent is subject to a legal challenge.
- 19.3** If the order, direction, determination or consent is subject to a legal challenge, then the Parties shall modify or replace the Interconnection Agreement at the conclusion of the legal proceedings in accordance with the Authority's order, direction, determination or consent and the result of the legal proceedings.
- 19.4** The provisions of these paragraphs are intended to establish a framework for the review and determination of the provisions of this Interconnection Agreement, but are not intended to prejudice the rights, liabilities and obligations of the Parties created by and under their Licences.

## 20. SUSPENSION

- 20.1** Subject to clause **20.2**, either Party (the "**Suspending Party**") may suspend this Interconnection Agreement or any Schedule of this Interconnection Agreement by providing fifteen (15) days written notice to the other Party if:
- a.** the other Party's Network has a material adverse affect on the normal operation of the Suspending Party's Network, or
  - b.** the other Party's Network causes or is likely to cause physical or technical harm to any telecommunications network, system or services (whether of the Suspending Party or any other person) including but not limited to causing damage, interfering with or causing deterioration in the operation of the Suspending Party's Network; or
  - c.** the other Party is in material breach of this Interconnection Agreement (including, but not limited to failure to pay any sum or failure to deposit the disputed amount in the Escrow Account in terms of **Schedule 7** (Billing), whether in respect of any one or

more Services, for which the other Party has been invoiced or billed or requested to make any payment in respect thereof), the Suspending Party has given twenty-one (21) Calendar Days notice of such breach (which period may operate concurrently with the period mentioned in **Schedule 7** (Billing) and the other Party has failed to rectify such breach within that time; or

- d.** the other Party fails to provide or enhance Security Deposit in accordance with the conditions set out in clause **27**; or
- e.** if, in the Suspending Party's reasonable opinion, the other Party attempted to use, is likely to use, or has used any Service supplied under this Interconnection Agreement (whether with or without the authorization and/or permission of the Suspending Party) in contravention of applicable laws and the Suspending Party has the necessary confirmation from the relevant Governmental Agency that the other Party is in contravention of law; or
- f.** compliance with legal or regulatory obligations requires immediate action; or
- g.** continued operation of this Interconnection Agreement would be unlawful or would pose a serious threat to health or an imminent threat to life or property; or
- h.** any material information provided or representation made by either Party to the other Party is untrue, false, misleading or inaccurate and has an adverse material impact on the other Party in relation to its provision of Services under this Interconnection Agreement.

**20.2** A Suspending Party will only suspend this Interconnection Agreement or any Schedule or any lease granted to the extent necessary to address the relevant event. Except for the cases subject to clause **20.3** of this Interconnection Agreement, the Suspending Party will request the Authority's written approval before such suspension and suspension rights shall not be exercised without the Authority's approval unless serious threat to health, imminent threats to life or property or compliance with other legal or regulatory obligations require immediate action, in which case the Suspending Party may immediately suspend the operation of this Interconnection Agreement or Schedule or lease, and shall forthwith notify the Authority of such suspension seeking ex post approval of such suspension. In the event such suspension is ordered to be lifted by the Authority or it is otherwise determined that the suspension was unwarranted, the

Suspending Party shall be liable for compensation to the other Party as determined by the Authority.

- 20.3** Notwithstanding anything to the contrary expressed elsewhere in this Interconnection Agreement, the Suspending Party may immediately suspend the provision of Services to other Party for failure:
- a.** to pay Charges in terms of **Schedule 6**, or
  - b.** to deposit the disputed amount in the Escrow Account in terms of **Schedule 7**; or
  - c.** to provide / amend Security Deposit in terms of clause **27**.
  - d.** Provided that failure for (a) and (c) above is not subject to Dispute and the Suspending Party has given fifteen (15) Calendar Days written notice of such failure to the other Party and the other Party has not rectified such failure within that time.
- 20.4** If the Authority issues an order granting in whole or in part the request under clause **20.2**, the Suspending Party may immediately suspend (for such period of time as the Authority approves, or indefinitely if the Authority does not specify a period of time) this Interconnection Agreement, or Schedule, or lease, or those parts of this Interconnection Agreement or Schedule or lease covered by the Authority's order by giving written notice to the other Party.
- 20.5** A Party shall not be required to pay charges for any Service for as long as it remains suspended, unless directed otherwise by the Authority. Any charges for reconnection or reinstatement of the Service after lifting of suspension shall be payable
- a.** if the suspension was validly made or made pursuant to an order of the Authority, by the Party whose Services were suspended, and
  - b.** in any other case, by the Suspending Party.
- 20.6** If this Interconnection Agreement or a Schedule, is suspended under clause **20** for more than sixty (60) Calendar Days, the Suspending Party may, subject to clause **21.2**, terminate this Interconnection Agreement or Schedule (as the case may be) with immediate effect by giving the other Party written notice.

## 21. TERMINATION

**21.1** Subject to clause **21.2**, either Party (the “**Terminating Party**”) may terminate the entire Interconnection Agreement, or any Schedule of this Interconnection Agreement by providing fifteen (15) days notice to the other Party if:

- a.** the other Party ceases to be
  - (i) a Basic Telephony or LL or LDI or Mobile Licensee, as the case may be, in case of the Operator; or
  - (ii) Basic Telephony Licensee in case of SCO; or
- b.** a lease in respect of Co-location Space under **Schedule 4** terminates such that the minimum interconnection requirements are no longer met (unless the Operator has put in place alternative arrangements for Interconnection to occur prior to the termination of the lease of Co-location Space); or
- c.** the other Party is in material breach of this Interconnection Agreement (including, but not limited to failure to pay any sum or failure to deposit the disputed amount in the Escrow Account in terms of **Schedule 7**, Billing, whether in respect of any one or more Service, for which the other Party has been invoiced or billed or requested to make payment in respect thereof), the Terminating Party has given twenty one (21) Calendar Days notice of such breach and the other Party has failed to rectify such breach within that time; or
- d.** the other Party fails to provide or amend Security Deposit in accordance with the conditions set out in clause **27**; or
- e.** the other Party is unable to pay its debts, becomes insolvent, or has ceased or threatens to cease business, or an order for winding up has been passed by a Court of competent jurisdiction, a resolution for voluntary winding up has been passed, a receiver and manager or judicial manager has been appointed over the whole or substantial part of its assets or property, or the other Party ceases to carry on business, or any action is taken by any creditor of the other Party to recover, realise or enforce any security or to enforce any judgment against the whole or a substantial part of the assets or property of the other Party; or

- f.** continued operation of this Interconnection Agreement is unlawful or poses a serious and imminent threat to health, life or property; or
- g.** if, in the Terminating Party's reasonable opinion, the other Party attempted to use, is likely to use, or has used any Service (whether with or without the authorisation and/or permission of the Terminating Party) in contravention of any law and the Terminating Party has the necessary confirmation from the relevant governmental agencies that the other Party is in contravention of law; or
- h.** any material information provided or representation made by the other Party is untrue, misleading or inaccurate and has an adverse material impact on the receiving Party in relation to its provision of Services under this Interconnection Agreement.

**21.2** Prior to terminating this Interconnection Agreement or any Schedule or any lease granted under a Schedule, in full or to the extent necessary, the Terminating Party will notify the Authority that it proposes to terminate this Interconnection Agreement or one or more Schedule(s) or lease, and request the Authority's written approval of such termination. Termination rights shall not be exercised without the Authority's written approval.

**21.3** If the Authority issues an order granting in whole or in part the request under clause **21.2**, the Terminating Party may immediately terminate this Interconnection Agreement, the Schedule(s) or lease or those parts of this Interconnection Agreement or Schedule(s) or lease covered by the Authority's order by giving written notice to the other Party provided such notice complies with the conditions of any order of the Authority in relation to the termination of this Interconnection Agreement.

**21.4** If the Authority removes a Service supplied under this Interconnection Agreement from being required to be supplied under the RIO or exempts a Party from supplying a Service, the Party may immediately terminate the supply of such Service and those aspects of this Interconnection Agreement which relate to such Service, by giving written notice to the Operator with effect on or after the effective date of such removal or exemption as notified by the Authority.

## **22. EFFECTS OF TERMINATION**

**22.1** In the event that this Interconnection Agreement or Schedules under this Interconnection Agreement is terminated:

- a. all Services, leases, licences and other rights conferred on SCO or the Operator under this Interconnection Agreement or Schedule (as the case may be) shall immediately terminate;
- b. all sums due or accrued or payable to each Party under this Interconnection Agreement or with respect to that Schedule (respectively) up to the date of termination and all sums due or payable to each Party shall upon termination become immediately due and payable to that Party (including any termination charges due under the applicable Schedules);
- c. each Party shall immediately return to the other Party at its own expense all equipment, facilities, plant and other property of the other Party used under this Interconnection Agreement or in relation to that terminated Schedule in good working condition, fair wear and tear only excepted;
- d. each Party shall immediately remove all of that Party's equipment, facilities, plant and other property located on the other Party's premises used under this Interconnection Agreement or in relation to that terminated Schedule; and
- e. each Party must, at its own expense, deliver to the other Party, or after notices from that other Party, destroy or erase all documents or other forms of storage which comprise or contain the other Party's Confidential Information or from which the other Party's Confidential Information can be reproduced.

**22.2** A Party shall be entitled to charge the other Party the cost incurred in repossessing or acquiring a replacement of any equipment, facilities, plant and other property that the other Party has failed to return under clause **22.1** within thirty (30) Calendar Days of the date of termination and/or of acquiring a replacement of any equipment which is returned in a damaged or defective condition.

**22.3** A Party may remove the other Party's equipment, facilities, plant and other property located on its premises if not removed by the other Party within thirty (30) Calendar Days after the date of termination.

**22.4** Each Party shall take such steps and provide such facilities as are necessary for recovery by the other Party of equipment (if any) supplied by that other Party as soon as reasonably practicable. Each Party shall use reasonable endeavours to recover equipment made available by it.

**22.5** Each of the Parties' right to terminate or suspend performance of this Interconnection Agreement pursuant to this clause **22** or **21** is

without prejudice to any other rights or remedies available to either Party.

## **23. FORCE MAJEURE**

**23.1** “Force Majeure” means, in relation to either Party, an event or circumstance beyond the reasonable control of that Party (the “Claiming Party”) including, without limitation, acts of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government, or of any competent authority, compliance with any statutory obligation, industrial disputes of any kind (whether or not involving SCO’s or the Operator’s employees), fire, lightning, explosion, flood, subsidence, weather of exceptional severity, acts or omissions of persons for whom neither Party is responsible, strikes, lock outs and other industrial disputes (in each case, whether or not relating to the Claiming Party’s workforce or any other cause whether similar or dissimilar outside its reasonable control), provided, however that, Force Majeure in any event shall not include events, occurrences or circumstances which:

- a.** ought to have been reasonably foreseeable by a diligent operator receiving consideration for the provision of services and products to the other Party; and
- b.** which could have been prevented or avoided by a diligent operator.

**23.2** Neither Party shall be liable for any breach of this Interconnection Agreement caused by Force Majeure.

**23.3** The Party initially affected by a Force Majeure shall promptly (not later than seventy two (72) hours following the Force Majeure event) notify the other Party of the estimated extent and duration of its inability to perform or delay in performing its obligations under this Interconnection Agreement (“**Force Majeure Notification**”). Failure to notify within the afore-said period shall disentitle the Party suffering the Force Majeure from being excused for non-performance for the period for which the delay in notification persists.

**23.4** Upon cessation of the effects of the Force Majeure the Party initially affected by a Force Majeure shall promptly notify the other Party of such cessation.

**23.5** the extent that a Party is prevented as a result of a Force Majeure from providing all of the Services or facilities to be provided under this Interconnection Agreement, the other Party shall be released to

the equivalent extent from its obligations to make payment for such services or facilities or complying with its obligations in relation thereto.

**23.6** Following a Force Majeure Notification and if the effects of such Force Majeure continue for:

- a.** a continuous period of not more than 6 months from the date of the Force Majeure notification (whether or not notice of cessation has been given pursuant to clause **23.4**), any obligation outstanding shall be fulfilled by the Party initially affected by the Force Majeure as soon as reasonably possible after the effects of the Force Majeure have ended, save to the extent that such fulfilment is no longer possible or is not required by the other Party;
- b.** a continuous period of 6 months or more from the date of the Force Majeure notification (and notice of cessation has not been given pursuant to clause **23.4**), the Party receiving the Force Majeure notification shall be entitled (but not obliged) to terminate this Agreement by giving not less than 30 days written notice to the other Party, provided that such notice shall be deemed not to have been given if notice of cessation is received by the Party receiving the Force Majeure notification prior to the expiry of the 30 days notice. If this Agreement is not terminated in accordance with the provisions of this clause **23.6 (a)**, any obligations outstanding shall be fulfilled by the Party initially affected by the Force Majeure as soon as reasonably possible after the effects of the Force Majeure have ended, save to the extent that such fulfilment is no longer possible or is not required by the other Party.

## **24. LIMITATION OF LIABILITY**

- 24.1** Each provision of this clause **24** is a separate limitation applying and surviving even if one or more such provisions is inapplicable or held unreasonable in any circumstances.
- 24.2** Unless otherwise provided under this Interconnection Agreement and subject to clause **25**, this clause **24** shall regulate the liability (whether arising in contract, in tort, under statute or in any other way and whether due to negligence, wilful or deliberate breach, breach of statutory duty or any other cause) of a Party to the other Party under or in relation to this Interconnection Agreement and in relation to any act, omission or event relating to or arising out of this Interconnection Agreement.

- 24.3** Subject to clause **24.4**, if a Party is in breach of any of its obligations under this Interconnection Agreement to the other Party (excluding obligations arising under this Interconnection Agreement to pay moneys in the ordinary course of business), or otherwise (including liability for negligence or breach of statutory duty) such Party's liability to the other shall be limited to Rs. 2,500,000 (Two Million and Five Hundred Thousand) for any one event or series of connected events and Rs. 5,000,000 (Five Million) for all events (connected or unconnected) in any period of 12 calendar months.
- 24.4** Subject to clause **24.5**, neither Party shall be liable to the other Party (whether in contract, in tort, under statute or otherwise for any cause other than for wilful or deliberate breach) for Consequential Loss.
- 24.5** Neither Party excludes or restricts its liability for death or personal injury caused by its own negligence or liability arising thereof.

## **25. INDEMNIFICATION**

- 25.1** Each Party ("**Indemnifying Party**") must indemnify and keep indemnified the other Party ("**Indemnified Party**"), its employees and agents against any loss (including consequential loss) which the Indemnified Party suffers or incurs as a result of or in connection with any claim by a Third Party relating to the Indemnified Party's supply of a Service to the Indemnifying Party or its use by the Indemnifying Party or any other person, or any delay or failure of the Indemnified Party to provide a Service other than to the extent that it is the result of a grossly negligent, wilful or reckless breach of this Interconnection Agreement by the Indemnified Party.

## **26. INTELLECTUAL PROPERTY RIGHTS**

- 26.1** Except as otherwise expressly provided in this Interconnection Agreement, all trade-marks, inventions, patents, copyrights, designs, design rights, trading names (whether or not registered) and all other intellectual property rights ("**Intellectual Property**") shall remain in the ownership of the person creating or owning the same and nothing in this Interconnection Agreement shall confer or be deemed to confer on either Party any rights or licences in the Intellectual Property of the other Party or of any Third Party.
- 26.2** Neither Party shall be entitled to use any trademarks nor service marks (whether registered or not) of the other Party in any document or other medium, without the prior written consent of the other Party.

**26.3** Each Party shall be responsible and liable for obtaining and maintaining in that Party's name and at that Party's expense all licences, permits, consents, waivers, authorizations and Intellectual Property or other rights required for the provision of any Service to that Party or the installation or the use of any equipment in conjunction therewith for the entire duration during which the Services are provided or made available to that Party. Each Party shall provide reasonable co-operation to the other Party, at the other Party's cost, in relation to all licences, permits, consents, waivers, authorizations and Intellectual Property or other rights required to be obtained by the other Party under this clause.

## **27. BANK GUARANTEE/SECURITY DEPOSIT**

**27.1** The Operator must provide, at its sole cost and expense, to SCO, and maintain for the term of this Interconnection Agreement, a Security Deposit. For the avoidance of doubt, the Security Deposit shall be in the form of irrevocable bank guarantee.

**27.2** As a general principle, SCO will require a Security Deposit under this clause to be lodged with a value of 2.5 times the existing or prospective level of monthly charges for origination, termination (including APC) and transit services, incurred or likely to be incurred by the Operator under this Interconnection Agreement. Moreover, the amount of Security Deposit shall be calculated on the basis of "net" traffic determined as follows:

- a.** For the first three months, the net traffic shall be based on the traffic estimates as mutually agreed between the Parties;
- b.** After the first three months, the net traffic shall be based on average monthly net traffic of last three months.

**27.3** SCO shall be entitled to retain the Security Deposit for so long as any Service continues to be made available to the Operator, and shall be entitled at its discretion upon service of written notice to the Operator (the "**Payment Period Notice**") to utilise the Security Deposit to settle any amount due, payable or owed to SCO by the Operator, if the operator fails to deposit the invoice amount by the due date.

**27.4** In the event that SCO draws upon the Security Deposit, pursuant to clause **27.3**, SCO may require the Operator to replenish the Security Deposit within fifteen (15) days failing which SCO may suspend the provision of Services until the Operator replenishes the Security Deposit to the required value.

- 27.5** SCO may from time to time reasonably request information from the Operator to determine the ongoing creditworthiness of the Operator. The Operator must provide such information to SCO within five (5) Business Days of receipt of a request from SCO for such information. Depending on the information supplied, SCO may reasonably amend the Security Deposit of the Operator calculated in accordance with this clause, provided however that any demand for enhancement of Security Deposit not agreed to by the Operator shall constitute a Dispute and shall be dealt with in accordance with the provisions of this Interconnection Agreement.
- 27.6** The Operator must provide the amended Security Deposit within twenty (20) Business Days of receipt, in writing, of the amended Security Deposit. Any failure of the Operator to provide the Security Deposit within twenty (20) Business Days of written notice from SCO requiring the Operator to do so shall absolve SCO from the performance of such obligations under this Interconnection Agreement until such time as the requirement is fulfilled by the Operator.
- 27.7** Where this Interconnection Agreement is terminated pursuant to clause **21**, the Operator shall continue to maintain the Security Deposit with SCO for a period of at least three (3) months from the date of such termination or till the clearance of all outstanding dues whichever is later.
- 27.8** The provision of this clause **27** does not apply to Mobile Operators, unless otherwise mutually agreed by the Parties.

## **28 DISPUTES RESOLUTION**

- 28.1** It is understood and agreed that the Parties shall carry out this Interconnection Agreement in the spirit of mutual co-operation and good faith and shall seek to resolve amicably any disputes arising between them.
- 28.1** During any period of dispute, before or until resolution, a Party, without prior approval of the Authority, shall not disrupt services being provided to the other Party, or take any other actions, that might materially and adversely affect that Party's service. Each Party will continue to fulfil its obligations under this Interconnection Agreement during the pendency of a dispute or any procedures.
- 28.2** The procedures set out as under are without prejudice to any other rights and remedies that may be available in respect of any breach of

any provisions of this Interconnection Agreement including urgent interlocutory relief.

- 28.3** Any time limits or provisions contained herein may only be varied by agreement of the Parties.
- 28.4** Either Party (the “Disputing Party”) may invoke the dispute procedure specified in this clause, and if it wishes so to do it shall send written notice of the Dispute to the other Party (the “Disputed Party”) in accordance with clause **36**. The notice shall contain all relevant details including the nature and extent of the Dispute. The Disputed Party shall acknowledge the receipt of such notice of the Dispute within seven (7) Business Days. In the absence of acknowledgement from the Disputed Party within such timeframe, the Disputing Party may notify the Disputed Party that the notice has been deemed received.
- 28.5** Following notice under clause **28.5**, the Parties shall consult in good faith to try to resolve the Dispute involving appropriate senior managers within fifteen (15) Business Days.
- 28.6** The Parties agree that all proceedings relating to Disputes Resolution shall take place at Rawalpindi.

## **29 ESCALATION PROCEDURES**

- 29.1** If the Parties do not reach an agreement on an issue raised through correspondence within fifteen (15) Business Days as mentioned in clause **28.6**, either Party may give ten (10) Business Days written notice to the other Party of its intention to escalate the issue and outlining the details of the issue. If the issue is not resolved prior to the expiry of the Notice Period, then either Party may notify the other Party that it wishes to refer the issue for discussion to a Co-ordination Committee established under clause **29.2**.
- 29.2** In the event that a dispute is referred to a Co-ordination Committee under clause **29.1**, the Parties shall promptly form a committee with an equal number of appropriate representatives from each Party (“Co-ordination Committee”).
- 29.3** The Co-ordination Committee to which an issue has been raised will meet within ten (10) Business Days of the receipt by the other Party of a notice under clause **29.1**.
- 29.4** If the Co-ordination Committee has not resolved an issue within twenty (20) Business Days after it meets to review the issue under clause **29.3**:

- a. either Party may refer the Dispute to the Authority, such dispute to be resolved in accordance with clause **30**; or
- b. the Parties by mutual agreement may refer the Dispute to arbitration, such arbitration to be conducted in accordance with clause **31**;
- c. In the event of a reference to the Authority, both Parties shall compile a detailed dispute report, which shall include origin, nature, extent, issues and any proposals for resolution and make their respective reports available to the Authority and each other within 28 days of the referral.

### **30 REFERENCE TO THE AUTHORITY FOR DISPUTE RESOLUTION**

- 30.1** The resolution of a dispute referred to the Authority will be conducted in accordance with the provisions of Pakistan Telecommunication Rules 2000, and be subject to any final binding resolution imposed on the Parties by the Authority.
- 30.2** If the Authority does not have the power under the Act or is unwilling to resolve the dispute, the Authority will refer the dispute back to the Co-ordination Committee, which may recommend reference of the case back to arbitration.

### **31 ARBITRATION**

- 31.1** A dispute will only be referred to arbitration in accordance with the provisions of clauses **29** and **30** of the Interconnection Agreement. Each Party will pay its own costs of arbitration and one half of the costs of the umpire.
- 31.2** The arbitration proceedings shall be held in Rawalpindi, Pakistan. The procedure shall be that provided in the Arbitration Act, 1940 and all subsequent amendments thereto.
- 31.3** Once a dispute is referred to arbitration, it may not be referred to conciliation.
- 31.4** The dispute shall be settled by arbitration by two (2) arbitrators, one (1) each to be appointed by each of the Parties. In case of disagreement among the arbitrators or if they are unable to resolve the matter within thirty (30) days thereafter, the matter will be referred to an umpire nominated by both Parties or their arbitrators. The arbitrators and umpire:

- a. Should preferably have the appropriate qualifications and experience to arbitrate the dispute, including knowledge of the telecommunications industry and legal qualifications; and
- b. Will not be an officer, director, or employee of a telecommunications company or otherwise have a potential for conflict of interest.

**31.5** If the Parties fail to appoint their arbitrator within fifteen (15) Business Days of referral of a dispute to arbitration or the parties/arbitrators fail to appoint umpire, the arbitrator or umpire is to be appointed by the Chairman of the Authority.

**31.6** Every dispute referred to arbitration will be arbitrated separately such that time limits for each dispute are complied with.

**31.7** The award given by the arbitrators or umpire will be binding on the Parties.

## **32 CONFIDENTIALITY**

**32.1** Subject to the following provisions of this clause **32**, a Party receiving Confidential Information (the “Receiving Party”) shall keep in confidence the Confidential Information and will not (and will use its reasonable endeavours to ensure that its directors, employees, and professional advisers will not) disclose such information to any Third Party.

**32.2** A Receiving Party shall exercise no lesser degree of care of Confidential Information than would a reasonable person with knowledge of the confidential nature of the information. A Receiving Party shall exercise no lesser security or degree of care than that Party applies to its own Confidential Information of an equivalent nature.

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

**32.4** A Receiving Party may disclose Confidential Information to an associated company, subject to the associated company undertaking to comply with obligations equivalent to these contained in this clause **32**.

**32.5** A Receiving Party may disclose Confidential Information to a contractor or agent, subject to the contractor or agent undertaking in

writing to comply with obligations equivalent to those contained in this clause **32**.

**32.6** The following shall not constitute a breach of this clause **32**:

- a. disclosure authorized in writing by the Disclosing Party to the extent of that authority; or
- b. a disclosure to an Emergency Organization; or
- c. Publication of all or part of this Agreement or details of it pursuant to the SCO License except in so far as Authority has consented to the exclusion of any matter pursuant to the SCO License; or
- d. a disclosure that is properly made pursuant to the Operator Licence or the SCO Licence or relevant statutory or other regulatory obligation; or
- e. a disclosure properly and reasonably made to Authority under clause **19**, or
- f. a disclosure to an arbitrator, expert or any person appointed by the Parties for the resolution of a Dispute; or
- g. a disclosure to obtain or maintain any listing on any recognized stock exchange, subject to in the case of any disclosure specified in clauses **32.6 (d)** to **32.6 (f)** the Receiving Party informing the Disclosing Party as soon as reasonably practical, after such disclosure.

**32.7** Unless otherwise agreed in writing, a Receiving Party shall not use the other Party's Confidential Information to provide commercial advantage to its retail business.

### **33 AMENDMENTS**

**33.1** This Interconnection Agreement will be automatically amended in accordance with any amendments approved or required by the Authority to the SCO RIO from time to time.

**33.2** The Parties may also mutually amend this Interconnection Agreement from time to time, subject to approval by the Authority.

### **34 ASSIGNMENT**

**34.1** This Interconnection Agreement is personal to the Parties and unless otherwise agreed in writing, and subject to this clause, no rights,

benefits or obligations under this Interconnection Agreement may be assigned or transferred, in whole or in part.

- 34.2** Notwithstanding the foregoing, either Party may assign or transfer any or all of its rights under this Interconnection Agreement without the prior written consent of the other Party provided that such assignment shall not absolve the assigning Party of obligations accrued up to the date of assignment and provided further that the assignee has Basic Telephony or LDI or LL or CMO license (as applicable) granted to under the Act.
- 34.3** No consent is required under clause **34** for an assignment of rights, benefits or obligations under this Interconnection Agreement (in whole or in part) to a successor to all or substantially all of the assigning Party's Network or to an associated company provided that such successor or associated company had a valid permission, licence, consent or concession granted to it to run the Network of the assigning Party.
- 34.4** The assigning Party shall give notice to the other Party of any assignment permitted to be made without the other Party's consent as soon as practicable. The other Party may require the assigning Party to provide reasonable assurance that the assigning Party will remain fully responsible for the performance of all obligations owed to the other Party under the Interconnection Agreement up to the date of assignment.

## **35 WAIVER**

- 35.1** No failure on the part of either Party to exercise, and no delay on its part in exercising, any right, power, privilege or remedy under this Interconnection Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power privilege or remedy preclude any other or further exercise thereof under this Interconnection Agreement or the exercise of any other right or remedy.
- 35.2** Any effective waiver shall be effective only in the instance and for the purpose for which it is given. Any consent or waiver by a Party under any provision of this Interconnection Agreement must be in writing signed by the Party or Parties to be so bound. Any such waiver or consent may be given subject to any conditions thought fit by that Party and shall be effective only in the instance and for the purpose for which it is given.

**36 NOTICES**

**36.1** All notices, demands or other communications required or permitted to be given or made under or in connection with this Interconnection Agreement shall be in writing and shall be sufficiently given or made if:

- a. delivered by hand, at the time of delivery; or
- b. sent by pre-paid registered post, on the third Business Day after posting; or
- c. sent by legible facsimile transmission when receipt of such facsimile transmission is confirmed by the printing of a transmission report (a copy thereof shall be sent immediately thereafter by pre-paid registered post), addressed to the intended recipient at its address or facsimile number set out below. Either Party may from time to time notify the other Party of its change of address or facsimile number in accordance with this clause.
- d. If to SCO:

Director (Development and Coordination), Qasim Road  
Rawalpindi.

Telephone Number. 03345000162

Email . [dirdc@sco.gov.pk](mailto:dirdc@sco.gov.pk)

- e. If to the Operator:

Designation and Address \_\_\_\_\_

Telephone Number. \_\_\_\_\_

Email . \_\_\_\_\_

**37 ENTIRE AGREEMENT**

**37.1** This Interconnection Agreement together with its Schedules contains the whole agreement between the Parties and supersedes all previous understandings, commitments, agreements or representations whatsoever, whether oral or written, in relation to the subject matter of this Interconnection Agreement.

### **38 GOOD FAITH AND NON-EXCLUSIVITY**

- 38.1** Each of the Parties agrees that it will act in good faith in relation to the other Party with respect to all matters relating to or contemplated by this Interconnection Agreement.
- 38.2** Notwithstanding any provisions of this Interconnection Agreement, neither Party shall be prohibited in any way whatsoever from entering into an agreement with another person for similar services.

### **39 SEVERABILITY**

- 39.1** If any provision of this Interconnection Agreement shall be held to be illegal, invalid or unenforceable in any respect under any applicable law, then the remainder of this Interconnection Agreement, or the application of such provision to other situations or circumstances shall not be affected, and the Parties agree to amend this Interconnection Agreement to reflect the original intention of the Parties and/or the directions of the Authority (where applicable) to the extent permissible by such applicable law.

### **40 INDEPENDENT CONTRACTORS AND AGENCY**

- 40.1** Each of the Parties is and shall remain at all times an independent contractor fully responsible for its own acts or defaults (including those of its employees or agents). Neither Party is authorised and neither of the Parties nor their employees, agents or representatives shall at any time attempt to act or act on behalf of the other Party to bind the other Party in any manner whatsoever to any obligations. Neither Party nor its employees, agents or representatives shall engage in any acts which may lead any person to believe that such Party is an employee, agent or representative of the other Party. Nothing in this Interconnection Agreement and no action taken by the Parties' pursuant to this Interconnection Agreement shall constitute, or be deemed to constitute, between the Parties a partnership, agency, association, joint venture or other co-operative entity.
- 40.2** If either Party appoints an agent for the purposes of this Interconnection Agreement, and notifies the other Party, then the other Party shall deal with the appointed agent for such purposes until the first Party notifies the other Party that the appointment has been terminated.

**41 GOVERNING LAW**

**41.1** This Interconnection Agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Agreement or its formation) shall be governed by and construed in accordance with laws of Pakistan.

**41.2** IN WITNESS whereof this Agreement has been entered into on the date first above written

**For and on behalf of SCO**

**For and on behalf of OPERATOR**

SIGNED : \_\_\_\_\_

SIGNED by: \_\_\_\_\_

**WITNESSESS**

1.

\_\_\_\_\_

2.

\_\_\_\_\_

## **SCHEDULE 1 – INTERCONNECTION PROVISIONING**

### **1. GENERAL**

- 1.1** **Schedule 1** contains the details on procedures for acceptance of RIO and the Network interface requirements and specifications for Interconnection between the SCO Network and the Operator Network.
- 1.2** If SCO requires Interconnection with the Operator, the Operator will provide such Interconnection on reciprocal terms and conditions set out in this **Schedule 1**.

### **2. NOTIFICATION OF ACCEPTANCE OF RIO**

- 2.1** If an Operator seeks to interconnect with SCO on the prices, terms and conditions contained in this reference interconnect offer for the interconnection related services (the “**SCO Services**”) contained in this RIO (including its Schedules), that Operator must submit a written acceptance to SCO in the form provided at **Attachment A** of this Schedule.
- 2.2** The Operator, by submitting the Notification of Acceptance of RIO, will become bound by the provisions of this Schedule, including the representations and warranties contained in clause **4**.
- 2.3** The Operator shall notify its acceptance of the RIO to SCO. An unconditional acceptance of the offer set forth in this RIO will result in a formally signed interconnection agreement precisely on the terms and conditions contained in the RIO (i.e. the “Interconnection Agreement”).
- 2.4** The Operator’s Notification of Acceptance of RIO must contain:
- (i) the SCO Services it wishes to be supplied with;
  - (ii) the forms of interconnection requested;
  - (iii) the type of telecommunications system license held by and the type of telecommunications services licensed for provision by the Operator;
  - (iv) a designated contact person;
  - (v) a security deposit of value determined in accordance with clause **27** of the main body of the Interconnect Agreement; and
  - (vi) such other information as specified in **Attachment A** – Notification of Acceptance of RIO.

- 2.5** Unless otherwise agreed or, if and until SCO finds the Notification of Acceptance of RIO to be non-conforming under clause **3.1**, and subject to clause **3.1**, SCO and the Operator will, following execution by the Operator of the Interconnection Agreement, use their reasonable endeavours to commence discussions in relation to the implementation of the accepted prices, terms and conditions of the Interconnection Agreement within seven (7) Calendar Days of the receipt of the Notification of Acceptance of RIO, and to complete such discussions within thirty (30) Calendar Days of the receipt of the Notification of Acceptance of RIO.
- 2.6** In addition to the dispute resolution procedures provided for in clause **28** of the main body of this Agreement, both the Operator and SCO may in accordance with the interconnection guideline issued by Authority, jointly request the Authority to provide assistance in resolving disputes regarding the execution and implementation of the Interconnection Agreement.
- 2.7** If the Operator requests services outside the scope of the RIO, the terms and conditions of the provision of such services shall remain outside the scope of this RIO.

### **3. ASSESSMENT OF NOTIFICATION OF ACCEPTANCE OF RIO**

- 3.1** SCO may find a Notification of Acceptance of RIO to be non-conforming if:
- (i) the Operator is not a Basic Telephony Operator or an LL Operator or an LDI Operator or a Mobile Operator; or
  - (ii) the services requested are not SCO Services as defined by SCO's then current RIO; or
  - (iii) the services requested are outside the scope of the services that are required to be supplied to the Operator; or
  - (iv) the Operator has not provided a notification in accordance with the Notification of Acceptance of RIO; or
  - (v) SCO is already supplying the SCO Services which are the subject of the Notification of Acceptance of RIO to the Operator pursuant to an existing agreement and the Operator has not notified SCO of its intention to terminate the provision of the SCO Services under that existing agreement; or
  - (vi) SCO is or has been granted an exemption by the Authority from the supply of the requested SCO Services to the Operator or generally.

- 3.2** SCO may apply to the Authority for an exemption from providing the SCO Services to the Operator at any time.
- 3.3** Subject to SCO obtaining the Authority's prior written approval, the operation of this RIO in respect of the Operator's Notification of Acceptance of RIO will be suspended for such time as the exemption process in clause **3.2** takes to operate.
- 3.4** If SCO finds a Notification of Acceptance of RIO to be non-conforming under this clause **3** it will:
- (i) Within 15 days notify the Operator in writing; and
  - (ii) provide reasons for rejection to the Operator with the notice in paragraph (i); and
  - (iii) not be required to enter into an Interconnection Agreement pursuant to the Notification of Acceptance of RIO.
- 3.5** If SCO notifies the Operator that the Notification of Acceptance of RIO is conforming, the Operator must immediately execute the Interconnection Agreement.

#### **4. REPRESENTATIONS AND WARRANTIES**

- 4.1** By submitting a Notification of Acceptance of RIO, the Operator represents and warrants that:
- (i) it has power to enter into and observe its obligations under the Interconnection Agreement; and
  - (ii) it has in full force and effect the authorizations necessary to enter into the Interconnection Agreement, observe obligations under it and allow it to be enforced; and
  - (iii) its obligations under the Interconnection Agreement are valid and binding and are enforceable against it in accordance with its terms; and
  - (iv) the information provided by it to SCO in its Notification of Acceptance of RIO is complete, true and correct, and not misleading; and
  - (v) except where clause **4.3** applies, it is not a trustee at any trust or settlement.
- 4.2** SCO represents and warrants that:

- (i) it has power to enter into and observe its obligations under the Interconnection Agreement; and
- (ii) it has in full force and effects the authorizations necessary to enter into the Interconnection Agreement, observe obligations under it and allows it to be enforced.
- (iii) its obligations under the Interconnection Agreement are valid and binding and are enforceable against it in accordance with its terms.

**4.3** Where the Operator is a trustee of a trust or settlement, it will be a condition precedent to the Interconnection Agreement coming into force and effect that the Operator, the directors of the Operator and the beneficiaries of the relevant trust have entered into a deed of covenant and indemnity in a form satisfactory to SCO to assure SCO that the Operator has the power and authority to enter into the Interconnection Agreement and has an appropriate right of indemnity out of trust assets in respect of its liability under the Interconnection Agreement.

**4.4** Each Party agrees to indemnify the other Party on demand for any liability, loss, damage, cost or expense (including legal fees on a full indemnity basis) incurred or suffered by such latter Party that arises out of or in connection with any breach of any of the representations given by such former Party in this clause **4**.

## **5. INTERCONNECT CONFIGURATION**

**5.1** The Operator may interconnect its Network with the SCO Network at the SCO Interconnect Transit Exchanges located at Danyore, Mirpur and Muzaffarabad.

**5.2** The provision of Interconnect Links shall take into consideration the need for diversity and security in traffic routes and Signalling links.

**5.3** The Operator may interconnect to as many or as few Points of Interconnection as it so chooses, subject to the terms and conditions of its License.

**5.4** An Interconnection Link may comprise different types of circuit groups. The circuits in each circuit group may convey traffic of different types. The Operator shall ensure activation/patching of interconnection capacity within thirty (30) days of issuance of Advice Note by SCO along with media allocation, failing which SCO shall give written notice to the Operator requiring it to activate the interconnect capacity within seven (7) days from the date of the said notice.

- 5.5** Where the Operator does not activate the interconnecting capacity within seven (7) days of the notice, the capacity so allocated may be withdrawn by SCO and the amount paid for may be forfeited.

## **6. POINT OF INTERCONNECTION**

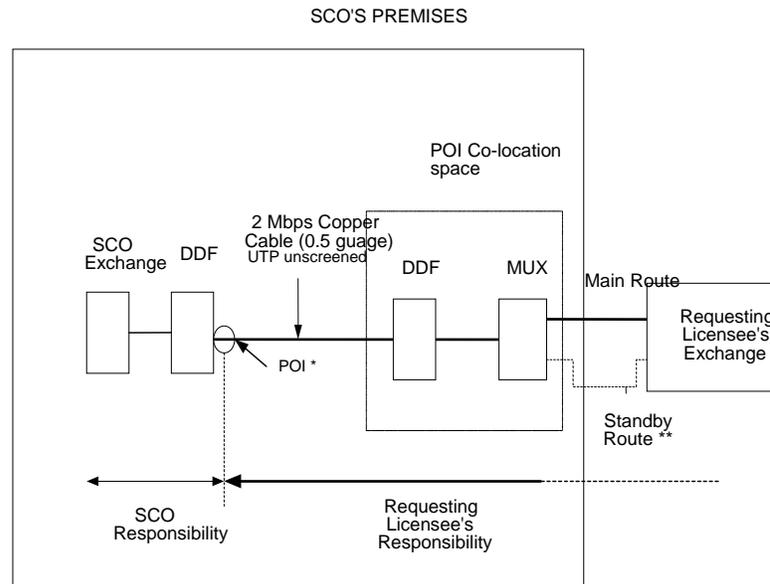
- 6.1** The Parties agree that the number and location of POI for Physical and Virtual Interconnection shall be determined in accordance with the provisions of this Interconnection Agreement, as under:
- a.** Interconnect will be established at Danyore for complete traffic of Northern Areas.
  - b.** Interconnect will be established at Mirpur for complete traffic of:
    - i.** Mirpur District / Region, or/and
    - ii.** Kotli District / Region, or/and
    - iii.** Bhimber District / Region.
  - c.** Interconnect will be established at Muzaffarabad for complete traffic of:
    - i.** Muzaffarabad District / Region, or/and
    - ii.** Bagh District / Region, or/and
    - iii.** Poonch District / Region, or/and
    - iv.** Sudhnoti District / Region, or/and
    - v.** Neelum District / Region.
- 6.2** Each Party is responsible for the provisioning and maintenance of network facilities on its “side” of the POI.
- 6.3** The cost of the installation, maintenance and operation of the network facilities on each Party’s side of the POI, which form part of the Interconnect Link(s), shall be borne by that Party.
- 6.4** Each Party will ensure its Network Facilities that form part of the Interconnect Link(s) are provisioned and maintained with Interconnect Capacity in accordance with the ordered Capacity under this **Schedule 1**.

**7. ALTERNATIVE INTERCONNECT CONFIGURATIONS AND POINTS OF INTERCONNECTION**

- 7.1** The Operator may request alternative interconnect configurations and locations for the POI at any technically feasible point.
- 7.2** On receipt of a request under clause **7.1** in respect of an alternative interconnect configuration or POI location, SCO and the Operator will promptly discuss the Operator’s request.
- 7.3** If, thirty (30) Calendar Days, after the receipt of a request under clause **7.1** and following discussions under clause **7.2**, the Operator wishes to pursue the alternative interconnect configuration or POI, the Parties will mutually agree the terms and conditions to incorporate into this Interconnection Agreement.
- 7.4** The Parties will submit terms and conditions to the Authority for approval and incorporation into this Interconnection Agreement within seven (7) Calendar Days of agreeing on the terms and conditions under clause **7.3**.

**8. PHYSICAL INTERCONNECTION**

**8.1** **Figure 1** depicts a possible configuration of the physical interconnection of the interconnect links between the SCO network and the Operator network and the location of the POI.



\* dictates the responsibilities of each party on its side of the POI

\*\* when applicable

**FIG 1: Physical Interconnection**

## 9. VIRTUAL INTERCONNECTION

**9.1** **Figure 2** depicts a possible configuration of the virtual interconnection between the SCO network and the Operator network and the location of the POI.

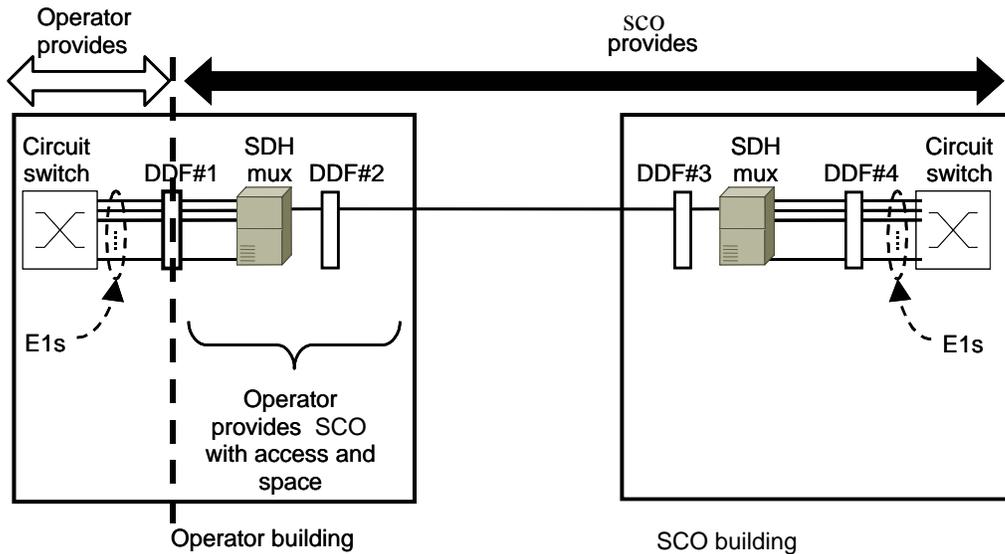


FIG 2: Virtual Interconnection

- 9.2** The Operator may acquire local lease circuits from SCO to form part of the interconnection link. The Operator's leased interconnection link shall consist of multiple 2Mbits/s (E1) circuits terminated at a DDF in the SCO's Switch.
- 9.3** On the Operator's request, SCO will lease local lease circuits at 2Mbps (E1) G.703 interface to the Operator network based on the prices set out in **Schedule 6** of this Agreement.

## 10. TECHNICAL REQUIREMENTS AND SPECIFICATIONS

- 10.1** The Parties shall comply with the Common Channel Signalling ("CCS") No.7 Signalling System – Message Transfer Part ("MTP") and ISDN User Part.
- 10.2** The Operator shall obtain its own Signalling Point Code from the Authority.
- 10.3** The Parties' Interconnect Transit Exchanges shall inter-work on associated mode of signalling for the establishment of Interconnected Calls between the Parties' Networks.

- 10.4** Both Parties shall provide CCS No. 7 Signalling System (SS7) Signalling Link set comprising of two (2) SS7 Signalling Links on each Interconnect Link.
- 10.5** The Parties shall adhere to additional SS7 signalling requirement as follows:
- a.** the Calling Party Number and Redirecting Number shall be conveyed through CCS7 Signalling System for all calls across the Network Interconnection, including the terminating end-point, without manipulation;
  - b.** the Dummy CLI received from Mobile Operators from inbound and outbound roamers shall be an eight (8) digit Dummy CLI;
  - c.** the number dialled by the calling subscriber shall not be changed or amended for the routing of international outgoing calls from one Party's Network to the other Party's Network. In addition, the Nature of Address (NOA) of the Called Party Number shall be set to 'International'; and
  - d.** each Party's Network shall deliver international incoming Calls to the terminating Party's Network with the international Call indicator 'A' bit of FCI parameter of the IAM set to '1'.
- 10.6** The Parties shall route Interconnected Calls in accordance with the agreed arrangements applicable to that Call Type.

## **11. FORECASTING AND PROVISIONING OF INTERCONNECT CAPACITY**

- 11.1** Clauses **11.1** to **11.8** apply to Forecasts to be provided by each Party (the "**Forecasting Party**") in relation to Interconnect Capacity, if the Forecasting Party reaches a minimum Interconnect Capacity of thirty-two (32) E1s for Interconnection with the other Party's (the "**Supplying Party**") Network.
- 11.2** Where Interconnect Capacity is below thirty-two (32) E1s, each Party shall provide the Interconnect Capacity without the need for a Forecast. Each Party (the "**Requesting Party**") shall apply for the Interconnect Capacity without Forecast under clause **12**.
- 11.3** The Forecasting Party shall provide to the Supplying Party the Forecasts for Interconnect Capacity on or near 1<sup>st</sup> January and 1<sup>st</sup> July of each year.
- 11.4** The Requesting Party shall place Capacity Order with Supplying Party in writing. The Supplying Party will respond to a Capacity Order within

fifteen (15) Business Days of receipt, or such other period as may be agreed. The response shall be either:

- a. an acknowledgment that the Supplying Party is able to provide the Ordered Interconnect Capacity by a particular date (“**Ordered Delivery Date**”) which shall not exceed ninety (90) days from the date of Capacity Order from the Requesting Party; or
- b. an advice that the Supplying Party is unable to provide the Ordered Interconnect Capacity as procurement is required.

**11.5** Where procurement is required in order to meet the Capacity Order, and where the Supplying Party advises the Ordering Party pursuant to clause **11.4(b)**, the Supplying Party shall seek confirmation of the Order from the Ordering Party. Upon confirmation by the Ordering Party, the Supplying Party shall complete the procurement and provisioning as soon as possible but not later than a period beyond 120 days from the date of confirmation from the Ordering Party.

**11.6** In the event that the Requesting Party cancels the Capacity Order after confirmation as given in clause **11.5** above, the Requesting Party shall be liable to pay to the Supplying Party the cancellation charges equivalent to one month rent of the Ordered Capacity, provided the Requesting Party has not given thirty (30) days prior written notice to this effect to the Supplying Party.

**11.7** If the Ordering Party seeks Interconnect Capacity at a level higher than the Ordered level or on an Order Delivery Date other than the agreed Order Delivery Date, it may make a request to the Supplying Party to provide the revised level of capacity or revise the Order Delivery Date. Where necessary, the Supplying Party will undertake and complete a feasibility study within thirty (30) Business Days and the Ordering Party shall pay a fee to the Supplying Party to recover the reasonable costs involved in the conduct of the study in response to the request.

**11.8** Without prejudice to this clause **11**, the Operator remains responsible for Forecasting and ordering sufficient Capacity on Domestic Private Leased Circuits under the SCO standard terms and conditions as set forth in **Schedule 4** to enable Interconnection to occur.

## **12. ORDERING AND PROVISIONING PROCEDURE FOR INTERCONNECT CAPACITY WITHOUT FORECAST**

**12.1** The Requesting Party shall submit its Request for Interconnect Capacity without Forecast to the Supplying Party.

**12.2** The Supplying Party shall process all Requests for Interconnect Capacity without Forecast on a ‘first come, first served’ basis.

**12.3** The Supplying Party shall respond to a Request of Interconnect Capacity without Forecast within fifteen (15) Business Days of receipt of such request. The response shall be either:

- a. an acknowledgement that the Supplying Party is able to provide the Interconnect Capacity without Forecast in whole or in part by the “**Required By Date**”; or
- b. an acknowledgement that the Supplying Party is able to provide the Interconnect Capacity without Forecast in whole or in part, but not be able to provide the quantities by the “**Required By Date**”; or
- c. an advice that the Supplying Party is unable to provide the Interconnect Capacity without Forecast as procurement is required.
- d. When procurement is required in order to meet the request, and the Supplying Party advises the Requesting Party pursuant to clause **12.3 (c)**, the Supplying Party shall seek confirmation of the required Capacity from the Requesting Party. Upon confirmation, the Supplying Party shall complete the procurement and provisioning as soon as possible but not later than 120 Calendar days from the date of confirmation from the Ordering Party.

**12.4** The Supplying Party reserves the right to reduce the capacity as given to the Requesting Party so as to bring the utilization to the level of 70% of the capacity, in case the capacity is utilized by less than 50% for a consecutive period of three (3) months.

**12.5** In case the Requesting Party is unable to deliver any traffic within the first quarter after the Commissioning Date, the Supplying Party may withdraw the Capacity provided under this Agreement after giving fifteen (15) Business days written notice to the Requesting Party.

### **13. TESTING PRINCIPLES**

**13.1** Interconnection to SCO’s Network shall be carried out and provision of Services under this Interconnection Agreement provided only after the satisfactory completion of the Interconnect Testing and after both Parties are satisfied with the Interconnect Testing results in accordance with this Schedule.

**13.2** Interconnect Testing shall be carried out in accordance with SCO's testing manuals. The Parties shall perform Interconnect Testing in accordance with this Schedule or as otherwise mutually agreed with SCO, where:

- a. initial Interconnection, is to occur; or
- b. a new POI is to be established; or
- c. the Parties have agreed to implement a Network Alteration.
- d. a new trunk group is to be established.

#### **14. TIMELINE FOR TESTING**

- 14.1** The Operator shall book the required test date and the testing duration at least seven (7) days prior to the requested testing date. The Operator shall submit the request to SCO for Interconnect Testing.
- 14.2** The requested testing duration is subject to mutual agreement by the Parties.
- 14.3** Any request for extension to the testing duration beyond the agreed time frame by the Operator is subject to mutual agreement by both Parties. The Operator shall make its request for extension at least two (2) Business Days prior to the end of the testing duration.
- 14.4** SCO shall not be liable to the Operator for any delay in completing all the test items unless such delay is directly attributable to the neglect or fault of SCO.

#### **15. FAULT HANDLING PROCEDURES**

- 15.1** Faults related to the Operator's own Leased Circuits or Network is the responsibility of the Operator. However, SCO shall be responsible for the faults of SCO's Network or Leased Circuits that it provides to the Operator.
- 15.2** Each Party shall maintain its own fault reporting centre which shall be responsible for handling the faults between Networks, coordinating the fault clearance (including escalations) within its own Network and subsequently reporting the clearance of the fault to the other Party.
- 15.3** Each Party shall establish twenty-four (24) hour contact points for fault reporting at its nominated fault reporting centre.
- 15.4** The Party encountering the fault shall notify the other Party through fax, phone Call or other means providing real-time communication

between the Parties. This should take place within Fifteen (15) minutes of the fault becoming known to the Party.

- 15.5** Direct communications links shall be established between the Parties' interconnect fault reporting centers. The communication links shall facilitate the effective exchange of information and progress reports. Communication liaison officers shall be appointed to maintain and manage the communication links.
- 15.6** The Party responsible for clearing the fault shall inform the other Party through the communication links within thirty (30) minutes upon clearance of the MSI fault.

## **16. PLANNED ENGINEERING WORKS**

- 16.1** For any planned engineering works within the Operator Network, which will result in momentary outage of service of the Local Leased Circuit, SS7 Signaling Links, or Gateway Exchange, each Party shall inform five (5) Business Days to the other Party of such works.
- 16.2** The details of the works to be carried out shall be recorded on an "Advice of Planned Engineering Work" form (**Advice form**). The Advice form shall state the date, time and duration of such works, the impact to the conveyance of Calls between the Parties' Network, any Network management procedures required, and any contingency measures to be taken by either Party or both Parties. The schedule and duration of the planned work proposed by each Party shall be agreed to by other Party before the commencement of such works.
- 16.3** The preferred times and duration allowed for carrying out various planned engineering works shall be between 0100 through 0500 hrs, applicable on every day, including public holidays.
- 16.4** Each Party shall notify the other Party that the works have been completed within twelve (12) hours after completion.

## **17. TESTING AND MONITORING**

- 17.1** The Operator shall be responsible for testing and monitoring the performance of its own Network. Testing of the Interconnection Link and Signaling Links shall be kept to a minimum and shall be avoided during the busy hour periods. No testing shall be carried out before both the Parties have agreed to the conduct of such tests, including any routine tests.
- 17.2** For handling problems, which can only be done through a series of test Calls, both Parties shall agree upon the details of the testing required.

Test numbers and contact points shall be exchanged to facilitate the testing.

## **18. STANDARDS, INTERFACES AND PROTOCOLS**

**18.1** All the traffic terminations on to SCO Network shall be done in accordance with the Standards and Protocols specified in this Agreement or as otherwise adopted by both the parties and approved by PTA , if so required.

## **19. MICROWAVE**

**19.1** The Operator shall install SDH microwave systems using its own frequency band at POI at which it is connected.

**19.2** The frequency used shall be licensed and approved by the relevant regulatory authorities with all associated fees paid by the Operator.

**19.3** The interface with SCO equipment shall be at E1 level or at any other level as agreed by the Parties.

**19.4** The Operator shall provide a detailed link engineering plan to SCO at least fifteen (15) Business Days before the actual implementation.

**19.5** All on sites, cable laying shall be done as specified by SCO.

## **20. OPTICAL FIBER/LEASED MEDIA**

**20.1** The Operator may arrange at its own, the fiber optic/leased media to interconnect with SCO Network, provided SCO is unable to provide the same to the Operator as per its request.

**20.2** Fiber optical cable routes within the Co-Location Site shall be specified by SCO.

**20.3** The Operator shall interface at E1 level with SCO Network.

**20.4** All the necessary multiplexing and de-multiplexing shall be done by the Operator at its own cost.

**20.5** The Operator shall follow ITU standards G.911, G.957, G.958, G.959.1.

## **21. SYNCHRONIZATION**

**21.1** SCO Synch source shall be the Master Ref. Source or Primary Ref. Clock meeting or exceeding ITU-T recommendation G.811.

**21.2** Operator's Network shall be the slave with Synch quality at least equivalent to ITU-T G.812.

- 21.3** The physical interconnection for synchronization shall be in the form of 2.048 M bit/s G.703-9 (E1).
- 21.4** The Operator shall arrange all the relevant hardware, cables and connectors for interconnection with SCO synch source up to the DDF of SCO synch source.
- 21.5** The cable route shall be indicated by SCO for physical connection.
- 21.6** SCO can provide synch source at Interconnection Sites at the designated locations.

## **22. SIGNALLING REQUIREMENTS AND STANDARDS**

- 22.1** The Interconnection shall be through E1 links (2.048Mbits/sec), and shall comply with ITU-T standards G.703, G.704, and G.706.
- 22.2** The Signaling system to be used is ITU-T Common Channel Signaling System No. 7 (ISUP). The use of other signaling protocols may only be used after mutual agreement.

## **23. NUMBERING**

- 23.1** Each Party shall comply with ITU-T Standard E.164 and the Numbering Plan.
- 23.2** Each Party shall submit its numbering series as approved by the Authority to the other Party. Each such request shall be serially numbered by the Party submitting such request for maintaining data integrity.

## **24. ENVIRONMENTAL REQUIREMENTS FOR CO-LOCATION EQUIPMENT**

- 24.1** All equipment provided by the Operator within Co-Located Sites shall comply with the environmental requirements as provided by SCO to Operator.

## **25. POWER REQUIREMENTS**

- 25.1** All electrical equipment shall comply with EN60950 or IEC 950.
- 25.2** Requirements for the Operator's equipment to Operate on 48 V DC Sources are as follows:
  - a.** The equipment shall operate from a no-break 48V battery supply, with the positive pole earthed. The earth bus shall be directly connected to the battery pole.

- b.** The guaranteed performance of the equipment shall be maintained for variations of the supply as defined in ETS 300 132-2.
- c.** The equipment shall make provision for reverse polarity protection.

**25.3** Requirements for the Operator's equipment to Operate on 220 V AC Sources are as follows:

- a.** The guaranteed performance of the equipment shall be maintained for variations of the supply as defined in ETS 300 132-1.
- b.** The Operator shall state the power consumption of the equipment in the idle (no traffic) state. The maximum power consumption shall also be stated. The Operator shall state the ability of the proposed equipment to operate from power supply sources other than the ones stated above. Where optional converters or inverters are offered to cover other primary power supply sources, the additional power consumption that is attributed to these devices shall also be stated.

**25.4** Safety requirements to be met by the Operator are as follows:

- a.** The power system shall be designed and manufactured in a manner that presents the minimum possible safety hazard to operation and maintenance personnel. All conductors shall be adequately insulated to minimize the risk of inadvertent contact by personnel. All equipment using AC voltages shall be clearly marked to indicate the various voltage levels. All distribution fuses, Main Circuit Boards (MCBs) and protection devices shall be clearly marked to indicate the AC or DC voltage levels being present. The equipment design shall allow maintenance and testing of parts, including the replacement of faulty items, without the risk of contact with dangerous high voltages. Cables shall be adequately shielded and protected to minimize mechanical damage to the conductors or the insulation. All exposed metal parts, cabinets, cable trays, cable ladders etc. shall be bonded to the building earth for the protection of the operation and maintenance personnel. All DC power cables and bus-bars shall be identified at the point of termination by colour coding or polarity marking/identification:
  - i.** Positive conductor Red.
  - ii.** Negative conductor Blue.

- b.** All cabling for multiple AC and/or DC system voltages shall be clearly segregated and terminated. System voltages shall be clearly labeled in English.
- c.** UPS systems employing a high voltage battery greater than 200 VDC, shall be securely constructed to prevent accidental contact with the battery.

## **26. MISCELLANEOUS**

- 26.1** All wire and cable insulation shall be of plastic type. The material used shall be of ozone resistance quality and shall not deteriorate in the specified environment.
- 26.2** No materials shall be used which shall produce gases having harmful effect on personnel or equipment. As far as possible the plastic material shall not sustain fire.
- 26.3** The equipment shall not contain any substances which are harmful to health, or which might exude harmful components in the course of time.
- 26.4** If it shall be unavoidable to use elements that could cause danger to personnel or the environment if not used in their designed manner these shall be specified indicating the risk and shall be clearly marked near to the component concerned. Such components shall only be installed following the approval of SCO.
- 26.5** No repair or modification shall be made on the Printed Circuit Boards (PCB), either in the manufacturing or in installation phases. No prototype PCB shall be acceptable.
- 26.6** Materials, which are chemically or electro-mechanically incompatible, shall not be used where there is the possibility of interaction.
- 26.7** In order to minimize service restoration time in the event of a fault, the Operator is required to carry sufficient stock of appropriate consumables, including but not limited to fuses.
- 26.8** Only proprietary components shall be used and no component shall be operated at or above the manufacturer's rated maximum value.
- 26.9** Organic materials liable to attack by fungus or mould shall be avoided. If their use is unavoidable, they shall be suitably treated.
- 26.10** When one component with similar specifications replaces any component, the equipment shall still meet its specified original

performance. SCO shall be duly informed of any such replacement and modifications.

**ATTACHMENT-A**

**NOTIFICATION OF ACCEPTANCE OF RIO**

1. The Operator is: [Name of Company]  
 Company registration number:  
 Having its registered office at:
  
2. The Operator holds the following telecommunications system licence (s):  
 (Please tick the appropriate box)
 

Basic Telephony.....	<input type="checkbox"/>
LDI ....	<input type="checkbox"/>
LL .....	<input type="checkbox"/>
Mobile .....	<input type="checkbox"/>
  
3. The Operator’s designated contact person is:  
  

Contact	<input type="checkbox"/>
---------	--------------------------
  
4. The Operator requests the following Service(s): (Please tick the appropriate boxes)
 

Physical & Virtual Interconnection	<input type="checkbox"/>
Call Origination, Termination and Transit Service.	<input type="checkbox"/>
Leasing of Domestic Private Leased Circuits	<input type="checkbox"/>
Co-Location	<input type="checkbox"/>
  
5. The following sections are common to all Interconnection Agreements:
 

Main Body	<input type="checkbox"/>
Schedule 6 – Charges	<input type="checkbox"/>
Schedule 7 – Billing	<input type="checkbox"/>
  
6. The Operator requests the following forms of interconnection: (Please tick the appropriate box)
 

Physical Interconnection	<input type="checkbox"/>
Virtual Interconnection	<input type="checkbox"/>
  
7. The Operator must provide to SCO along with its Notification of Acceptance of RIO, at its sole cost and expense, the following information:
  - A full list of shareholders and directors;
  - A statement of current paid-up capital.

## **SCHEDULE 2 – CALL ORIGINATION, TERMINATION AND TRANSIT SERVICES**

### **1. CALL ORIGINATION SERVICE**

**1.1** The Supplier will supply the Call Origination Service from the Supplier's Network in accordance with clause **3** of the main body of the Interconnection Agreement in respect of the Call Types for which the process in clause **1.3** has been followed and, in the case of SCO as the Acquirer, in respect of the Call Types specified as under:-

- a.** SCO International Direct Dial "00" Service
- b.** SCO International Toll Free "0800" Service
- c.** SCO Local Toll Free "0800" and "1010" Prepaid Service
- d.** SCO International Calling Card "0800" and "1010" Service
- e.** SCO Local Premium Rate "0900" Service
- f.** SCO Internet "131" Service

**1.2** The Supplier (SCO or the Operator, as the case may be) will only be required to provide the Call Origination Service to the Acquirer (SCO or the Operator, as the case may be) to the extent that the Acquirer has complied with **Schedule 2**.

### **1.3 CALL TYPES**

- a.** This clause applies where the Acquirer wishes to extend the use of the Call Origination Service provided by the Supplier to a Call Type in respect of which the process in this clause has not already been undertaken or, in the case of SCO as the Acquirer, has not been specified in clause **1.1** ante.
- b.** The Acquirer shall notify the Supplier by means of the request form set out in clause **1.7** of its request to extend the use of the Call Origination Service to a particular Call Type.
- c.** Following receipt of a request form under clause **1.3 (b)**, the Supplier shall assess that request and notify the Acquirer that either:
  - i.** the implementation of the request in respect of the requested Call Type or the particular Third Party Network involves only Network Conditioning in the

Supplier's Network, in which case the Negotiation Period shall be twenty (20) Business Days; or

- ii. the implementation of the request in respect of the requested Call Type involves work in addition to or as an alternative to Network Conditioning in the Supplier's Network, in which case the Negotiation Period shall be sixty (60) Business Days.
- d. The Parties shall forthwith negotiate in good faith the requirements, implementation charges and timetable for extending the use of the Call Origination Service provided by the Supplier to the requested Call Type for the Negotiation Period notified in clause **1.3 (c)**, failing which either Party may commence the Dispute Resolution Procedure in accordance with clause **28** of the main body of the Interconnection Agreement.
- e. The Acquirer may, at any time, request the Supplier to cease supplying the Call Origination Service in respect of a Call Type and the Supplier shall cease supplying the Call Origination Service in respect of that Call Type as soon as practicable or at such later time as specified by the Acquirer.

#### **1.4 CHARGING PRINCIPLES**

- a. For any Originating Interconnected Call that originates from the Supplier's Network, the Supplier will collect the Origination Charge from the Acquirer.
- b. For any Call Origination Service that transits through another Licensee's Network, the Supplier will collect the Origination Charge from the Acquirer and recover any Transit Charge from the Acquirer for such Charges that the Supplier pays to the other Licensee's Network who provides a call transit service.
- c. Each Party shall, for those Originating Interconnected Calls for which it is providing or receiving (as the case may be) a Call Origination Service, collect a Call record for each individual Originating Interconnected Call whether in bulk or on a CDR basis and process such records in accordance with clause **1.8**.
- d. The Call records collected by the Supplier in accordance with this clause **1.4** shall be the source of the data used by the Supplier to invoice for the Call Origination Service it provides under this Interconnection Agreement.

- e. Successful Calls shall be charged based on the rates for the duration of use of the circuit for the Call Duration.

## **1.5 EMERGENCY SERVICES**

- a. The Operator shall co-operate with the Emergency Service Organization to assist in the investigation to locate and identify the Calling Party of, and trace an Emergency Call as and when required.
- b. The Operator shall pay to SCO the Charges for the conveyance of emergency Calls handed over at the Interconnect Transit Exchanges as provided in **Schedule 6**.

## **1.6 BILLING VERIFICATION INFORMATION**

- a. The Supplier shall use its reasonable endeavours to provide Billing Verification Information for the Call Origination Service in accordance with the format set out in clause **1.7** within fourteen (14) Business Days from the end of each Billing Period, together with the invoice for the Call Origination Service to be issued in accordance with **Schedule 7**.
- b. In the event that the Supplier cannot record Billing Verification Information for the Call Origination Service due to a system error or other fault, upon the request of the Supplier, the Acquirer shall provide Billing Verification Information to the Supplier.
- c. Where the Billing Verification Information collected by the Acquirer is not available under clause **1.8**, the Parties shall negotiate in good faith alternative Billing arrangements, such as an estimation based on the previous three (3) months' Billing Verification Information that are appropriate in the circumstances.

## **1.7 REQUEST FORM FOR INTRODUCING CALL TYPE (CALL ORIGINATION SERVICE)**

### **a. Call Type Name and Description**

- i. *The Acquirer is to provide a general description of Call Type.*

### **b. Date to be Introduced (Proposal)**

- i. *The Acquirer is to indicate the preferred implementation date for access to be available*

### **c. Number Related Information**

- i. *The Acquirer is to specify the service code (NDC) or number range for the Call Type (e.g. 00x, 15xy) as well as the number length.*

**d. Network Configuration/Routing Information**

- i. *The Acquirer is to indicate the Network configuration (with a diagram) through which the Call Type is to be conveyed.*

**e. Trunk Group (Circuit Assignment)**

- i. *The Acquirer is to indicate how traffic to the Call Type will be routed, as well as which trunk groups are to be used at the Interconnect Gateway Switches.*

**f. Other Engineering Requirements**

- i. *The Acquirer may list down other requirements required for the Call Type, such as routing of traffic while congestion.*

**g. Signaling**

- i. *The Acquirer is to provide details on the signaling requirements upon which Call Type is to be delivered. Attachment or reference to the relevant ITU-T Recommendations is required. If a new Call flow signaling sequence is required to support the new Call, this is also to be captured in this section.*

**h. Testing**

- i. *The Acquirer is to specify the testing requirements, such as testing configuration, test numbers, testing timeframe etc.*

**i. Customer Billing**

- i. *The Acquirer is to specify which Party is to bill the Customer and how settlement is to occur.*

**j. Operator Billing**

- i. *The Acquirer is to indicate how inter-operator Billing and settlement is to occur.*

**k. Billing Integration**

- i. *Both Parties are to look at the downstream billing requirements to cater for the settlement between the Parties. Both Parties have to ensure that the agreed arrangements for Customer and*

*operator billing and settlement can be implemented and establish timetables for their implementation.*

**1. Other Requirements**

- i. The Acquirer may specify any other requirements for Call Type to be delivered.*

**1.8 BILLING VERIFICATION INFORMATION FOR CALL ORIGINATION SERVICE.**

Date	From			To			Rate	Calls	Seconds	Charges
	Operator	Network	NDC	Operator	Network	NDC				

**2. CALL TERMINATION SERVICE**

**2.1** The Supplier will supply the Call Termination Service to the Acquirer’s Network in accordance with clause **3** of the main body of the Interconnection Agreement in respect of the Call Types for which the process in clause **2.4** has been followed;

- a.** SCO International Incoming Call Service.
- b.** SCO Local Call Termination Service.

**2.2** **c.** SCO NWD Call Termination Service. Notwithstanding the Interconnection of the SCO Network and the Requesting Licensee’s Network, the Supplier shall have no obligation to provide the Call Termination Service in respect of Calls of any type other than Terminating Interconnected Calls.

**2.3** The Supplier will only be required to provide the Call Termination Service to the Acquirer to the extent that the Acquirer has complied with **Schedule 2** and this clause **2**.

**2.4 CALL TYPES**

- a.** Where the Acquirer wishes to extend the use of the Call Termination Service provided by the Supplier to a Call Type in respect of which the process has not already been undertaken or, in the case of SCO as the Acquirer, has not been specified clause **2.4**.

- b.** The Acquirer shall notify the Supplier by means of the request form set out in clause **2.8** of its request to extend the use of the Call Termination Service to a particular Call Type.
- c.** Following receipt of a request form under clause **2.4 (b)**, the Supplier shall assess that request and notify the Acquirer that either:
  - i.** the implementation of the request in respect of the requested Call Type involves only Network Conditioning in the Supplier's Network, in which case the Negotiation Period shall be thirty (30) Business Days; or
  - ii.** the implementation of the request in respect of the requested Call Type involves work in addition to or as an alternative to Network Conditioning in the Supplier's Network, in which case the Negotiation Period shall be sixty (60) Business Days.
- d.** The Parties shall forthwith negotiate in good faith the requirements, implementation Charges and timetable for extending the use of the Call Termination Service provided by the Supplier to the requested Call Type for the Negotiation Period notified in clause **2.4 (c)**, failing which either Party may commence the Dispute Resolution Procedure in accordance with clause **28** of the main body of the Interconnection Agreement.
- e.** Where the Parties have reached an agreement in accordance with clause **2.1** above, the Supplier will commence implementation in accordance with the agreed timetable.
- f.** Nothing in this clause **2.4** requires the Supplier to perform any changes in its Network or to commence the supply of Call Termination Services for a Call Type until the Parties have completed the Change Process for that Call Type and all Network Conditioning Charges have been agreed to by the Acquirer.
- g.** The Acquirer may, at any time, request the Supplier to cease supplying the Call Termination Service in respect of a Call Type and the Supplier shall cease supplying the Call Termination Service in respect of that Call Type as soon as practicable or at such later time as specified by the Acquirer.

## **2.5 NUMBER LEVEL ACTIVATION**

- a.** Each Party shall provide the other Party with at least two (2) weeks' notice prior to any request to open new Number Levels.

- b. The process for the opening of Number Levels shall be in accordance with the flowchart shown in clause **2.10**.

## 2.6 CHARGING PRINCIPLES

- a. For any Terminating Interconnected Calls terminating into the Supplier's Network, the Supplier will collect the Termination Charge from the Acquirer. For the avoidance of doubt, the Call Termination Service is not provided for termination of Calls to Third Party Networks.
- b. Each Party shall, for those Terminating Interconnected Calls for which it is providing (as the case may be) or receiving a Call Termination Service, collect a Call record for each individual Terminating Interconnected Call whether in bulk or on a CDR basis and process such records in accordance with clause **2.9**.
- c. The Call records collected by the Supplier in accordance with this clause **2.6** shall be the source of the data used by the Supplier to invoice for the Call Termination Service it provides under this Interconnection Agreement.
- d. The calculation of Charges for the Call Termination Service will be based on the number of Call Durations recorded on the basis of the applicable Billing Unit, and in accordance with the applicable rates set out in **Schedule 6**.
- e. Successful Calls shall be charged for the duration of use of the circuit for the Call Duration.
- f. The Parties shall agree that if a Chargeable Call Duration extends over two (2) or more Charge rate periods, the Call shall be recorded as a single Call in the Charge rate period which applies at the commencement of the Call and the Chargeable Call Duration will be determined by adopting the applicable rate set out in **Schedule 6** for the applicable charging period in which the Call is answered.
- g. The Parties shall agree that for Calls that cross over to the next Billing Period, the Calls shall be billed in the Billing Period in which those Calls end.

## 2.7 BILLING VERIFICATION INFORMATION

- a. The Supplier shall use its reasonable endeavours to provide Billing Verification Information for the Call Termination Service in accordance with the format set out in clause **2.8**, within fourteen (14) Business Days from the end of each Billing Period,

together with the invoice for the Call Termination Service to be issued in accordance with **Schedule 7**.

- b.** In the event that the Supplier cannot record Billing Verification Information for the Call Termination Service due to a system error or other fault, upon the request of the Supplier, the Acquirer shall provide Billing Verification Information to the Supplier.
- c.** Where the Billing Verification Information collected by the Acquirer is not available under clause **2.9**, the Parties shall negotiate in good faith such alternative Billing arrangements, such as an estimation based on the previous three (3) months' Billing Verification Information, appropriate in the circumstances.

## **2.8 REQUEST FORM FOR INTRODUCING CALL TYPE (CALL TERMINATION SERVICE)**

### **a. Call Type Name and Description**

- i. The Acquirer is to provide a general description of Call Type.*

### **b. Date to be Introduced (Proposal)**

- i. The Acquirer is to indicate the preferred implementation date for access to be available.*

### **c. Call Origins**

- i. The Acquirer is to indicate which Call origins (e.g. types of Calling subscribers) from its Network the Call Type is required from and which origins from its Network the Call Type is not required from (e.g. Acquirer international incoming Calls, Acquirer operator Calls; Acquirer PSTN/ISDN Calls).*

### **d. Network Configuration/Routing Information**

- i. The Acquirer is to indicate the Network configuration (with a diagram) through which the Call Type is to be conveyed.*

### **e. Trunk Group (Circuit Assignment)**

- i. The Acquirer is to indicate how traffic to the Call Type will be routed, as well as which Trunk Groups are to be used at the IGSs.*

### **f. Other Engineering Requirements**

- i. *The Acquirer may list down other requirements required for the Call Type, such as routing of traffic to mass Calls on choked circuits.*

**g. Signaling**

- i. *The Acquirer is to provide details on the signaling requirements upon which Call Type is to be delivered. Attachment or reference to the relevant ITU-T Recommendations is required. If new Call flow signaling sequence is required to support the new Call, this is also to be captured in this section.*

**h. Testing**

- i. *The Acquirer is to specify the testing requirements, such as testing configuration, test numbers, testing timeframe, etc.*

**i. Customer Billing**

- i. *The Acquirer is to specify which Party is to bill the customer and how settlement is to occur.*

**j. Operator Billing**

- i. *The Acquirer is to indicate how inter-operator Billing and settlement is to occur.*

**k. Billing Integration**

- i. *Both Parties have to ensure that the agreed arrangements for Customer and operator billing and settlement can be implemented and establish timetables for their implementation.*

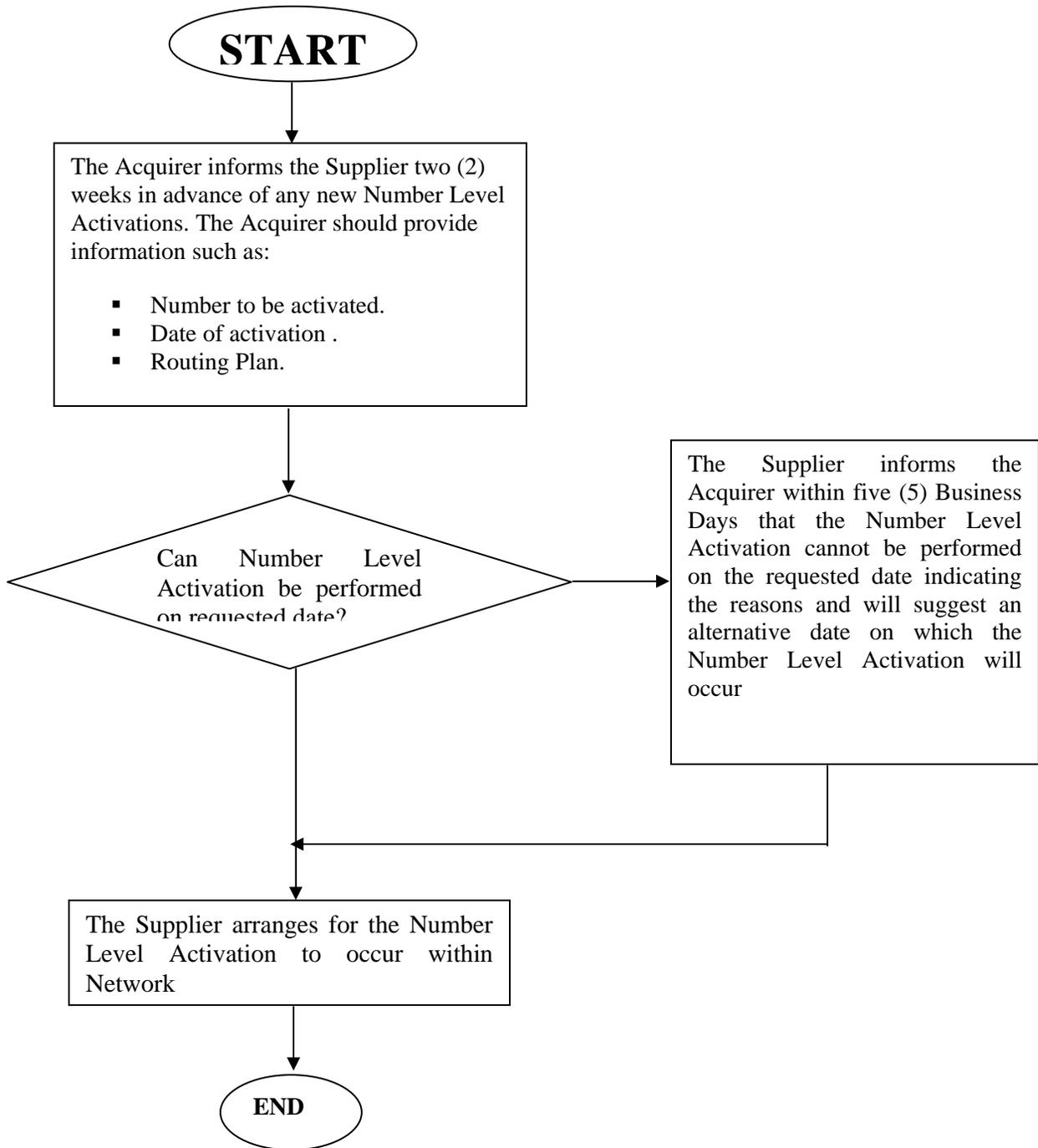
**l. Other Requirements**

- i. *The Acquirer may specify any other requirements for Call Type to be delivered.*

**2.9 BILLING VERIFICATION INFORMATION FOR CALL TERMINATION SERVICE.**

Date	From			To			Rate	Calls	Seconds	Charges
	Operator	Network	NDC	Operator	Network	NDC				

**2.10 PROCEDURE FOR NUMBER LEVEL ACTIVATION.**



**3. TRANSIT CALL SERVICE**

**3.1** SCO will provide following transit call services:

- a. Transit service for local calls
- b. Transit service for Long distance call

- c. Transit service for International Incoming calls
  - d. Transit service for toll free calls
  - e. Transit service for PRS calls
  - f. Transit service for calling cards for 0800 and 1010 service
- 3.2** The Supplier will supply the Call Transit Service from the Acquirer's Network through the Supplier's Network in accordance with clause **3** of the main body of the Interconnection Agreement:
- a.** in respect of the Call Types for which the process in clause **3.1** has been followed; and
  - b.** to the Third Party Networks in respect of which the process in clause **3.1** has been followed
- 3.3** Notwithstanding the Interconnection of the SCO Network and the Requesting Licensee's Network:
- a.** the Supplier shall not be obliged to accept Calls other than Transit Interconnected Calls under this Schedule;
  - b.** the Acquirer will not hand over to the Supplier Calls other than Transit Interconnected Calls under this Schedule; and
  - c.** the Supplier shall have no obligation to provide Call Transit Services in respect of Calls to Third Party Networks, other than Transit Interconnected Calls.
- 3.4** The Supplier will only be required to provide the Call Transit Service to the Acquirer to the extent that the Acquirer has complied with **Schedule 2** and this clause **3**.
- 3.5** The Supplier shall only provide Call Transit Services under this Schedule:
- a.** to the Acquirer; and
  - b.** in respect of Third Party Networks, which are interconnected to the Supplier's Network.
- 3.6 FORECASTS**
- a.** This clause applies to Forecasts to be provided by the Acquirer to the Supplier in relation to Network Capacity required for Call

Origination and Call Termination arrangements with Third Party Network Operators.

- b.** The Acquirer shall provide to the Supplier the Forecasts for Network Capacity required for the provision of the Call Transit Service on or near 1 March and 1 September of each year according to clause **3.13**.
- c.** The Forecasts shall be for periods commencing six (6) months from 1 April and 1 October (“**Forecast Date**”) respectively, and be for a period of thirty-six (36) months, in intervals of six (6) months for the first twelve (12) months, and yearly thereafter.

### **3.7 CALL TYPES**

- a.** This clause applies where the Acquirer wishes to extend the use of the Call Transit Service provided by the Supplier:
  - i.** to a Call Type in respect of which the process in this clause **3.7** has not already been undertaken; or
  - ii.** to a Third Party Network in respect of which the process in this clause **3.7** has not already been undertaken or has not been specified in clause **3.1**.
- b.** The Acquirer shall notify the Supplier by means of the request form set out in clause **3.11** of its request:
  - i.** to extend the use of the Call Transit Service to a particular Call Type; or
  - ii.** to extend the provision of the Call Transit Service to a particular Third Party Network.
- c.** The Supplier shall acknowledge, in writing, receipt of the Acquirer’s request under clause **3.7 (a)** within five (5) Business Days.
- d.** Following receipt of a request form under clause **3.11**, the Supplier shall assess that request and notify the Acquirer that either:
  - i.** the implementation of the request in respect of the requested Call Type or the particular Third Party Network involves only Network Conditioning in the Supplier's Network, in which case the Negotiation Period shall be thirty (20) Business Days; or

- ii.** the implementation of the request in respect of the requested Call Type involves work in addition to or as an alternative to Network Conditioning in the Supplier's Network, in which case the Negotiation Period shall be sixty (60) Business Days.
- e.** The Parties shall negotiate in good faith the requirements, implementation Charges and timetable for extending the use of the Call Transit Service provided by the Supplier in accordance with the Acquirer's request under clause **3.7** for the Negotiation Period notified in clause **3.7 (d)**, failing which either Party may commence the Dispute Resolution Procedure in accordance with clause **28** of the main body of the Interconnection Agreement..
- f.** Where the Parties have reached an agreement in accordance with clause **3**, the Supplier will commence implementation in accordance with the agreed timetable.
- g.** Nothing in this clause **3.7** requires the Supplier to perform any changes in its Network or to commence the supply of Call Transit Services for a Call Type to a Third Party Network until the Parties have completed the Change Process for that Call Type or Third Party Network and all Network Conditioning Charges have been agreed to by the Acquirer.
- h.** The Acquirer may, at any time, request the Supplier to cease supplying the Call Transit Service in respect of a Call Type and the Supplier shall cease supplying the Call Transit Service in respect of that Call Type as soon as practicable or at such later time as specified by the Acquirer.

### **3.8 CHARGING PRINCIPLES**

- a.** The Acquirer must pay Call Transit Charges to the Supplier for all Transit Interconnected Calls that originate on its Network.
- b.** The Supplier shall, for those Transit Interconnected Calls for which it is providing a Call Transit Service, collect a Call record for each individual Transit Interconnected call whether in bulk or on a CDR basis and process such records in accordance with clause **3.12**.
- c.** The Call records collected by the Supplier in accordance with this clause **3.12** shall be the source of the data used by the Supplier to invoice for the Call Transit Service it provides under this Interconnection Agreement.

- d. The calculation of Charges for Call Transit Service will be based on the number of Call Durations recorded on the basis of the applicable Billing Unit, and in accordance with the applicable rates set out in **Schedule 6**.
- e. Successful Calls shall be charged for the duration of use of the circuit for the Call Duration.
- f. The Parties shall agree that if a Chargeable Call Duration extends over two (2) or more charge rate periods, the Call shall be recorded as a single Call in the Charge rate period which applies at the commencement of the Call and the Chargeable Call Duration will be determined by adopting the applicable rate set out in **Schedule 6** for the applicable charging period in which the Call is answered.
- g. The Parties shall agree that for Calls that cross over to the next Billing Period, the Calls shall be billed in the Billing Period in which those Calls end.

### 3.9 BILLING VERIFICATION INFORMATION

- a. The Supplier shall use its reasonable endeavours to provide Billing Verification Information for the Call Transit Service in accordance with the format set out in clause **3.12** within fourteen (14) Business Days from the end of each Billing Period, together with the invoice for the Call Transit Service to be issued in accordance with **Schedule 7**.
- b. In the event that the Supplier cannot record Billing Verification Information for the Call Transit Service due to a system error or other fault, upon the request of the Supplier, the Acquirer will provide Billing Verification Information to the Supplier.
- c. Where the Billing Verification Information collected by the Acquirer is not available under clause **3.12**, the Parties will negotiate in good faith alternative Billing arrangements, such as an estimation based on the previous three (3) months' Billing Verification Information, that are appropriate in the circumstances.

### 3.10 CESSATION OF ARRANGEMENTS WITH THIRD PARTY NETWORK OPERATORS

- a. If the Supplier proposes to disconnect its Network from a Third Party Network, then the Supplier will provide the Acquirer with no less than six (6) months notice of the proposed disconnection

from the Third Party Network and the Supplier may cease to provide the Call Transit Service to the Third Party Network upon the expiry of the notice save for situations where six (6) months notice is not reasonably practicable. In such situations the Supplier shall provide as much notice as is reasonably practical and may cease to provide the Call Transit Services at such time as specified in the notice.

- b.** If a Third Party Network Operator disconnects or proposes to disconnect its Network from the Supplier's Network, the Supplier shall notify the Acquirer of the disconnection or proposed disconnection as soon as practicable, subject to confidentiality restrictions, after receiving notice from the Third Party Network Operator of the disconnection or proposed disconnection and the Supplier may cease to provide the Call Transit Service to the Third Party Network at such time as the notice from the Supplier to the Acquirer indicates.

### **3.11 REQUEST FORM FOR INTRODUCING CALL TYPE (CALL TRANSIT SERVICE)**

#### **a. Transit Call Request Name and Description**

- i.* The Acquirer is to provide a general description of Call Type and the Third Party Networks to which the Call Transit Service is sought (e.g. Acquirer PSTN to XYZ 00X etc).

#### **b. Date to be Introduced (Proposal)**

- i.* The Acquirer is to indicate the preferred implementation date for access to be available.

#### **c. Number Related Information**

- i.* The Acquirer is to specify the service code or number range used for the Call Type as well as the number length.

#### **d. Call Origins And Destinations**

- i.* The Acquirer is to indicate which origins the Call Type is required from (e.g. Acquirer international incoming to XYZ 00X; Acquirer to XYZ 00X etc) and destinations (e.g. Third Party Networks) the Call Type is required to.

#### **e. Network Configuration/Routing Information**

- i.* The Acquirer is to indicate the network configuration (with a diagram) through which the Call Type is to be conveyed.

**f. Trunk Group (Circuit Assignment)**

- i. *The Acquirer is to indicate how traffic to the Call Type will be routed, as well as which trunk groups are to be used at the Interconnect Gateway Switches/SGS.*

**g. Other Engineering Requirements**

- i. *The Acquirer may list down other requirements required for the Call Type, such as routing of traffic to congested circuits.*

**h. Operator Billing**

- i. *The Acquirer is to indicate how inter-operator Billing and settlement is to occur.*

**3.12 BILLING VERIFICATION INFORMATION FOR CALL TRANSIT SERVICE.**

Date	From			To			Rate	Calls	Seconds	Charges
	Operator	Network	NDC	Operator	Network	NDC				

**3.13 FORECASTING OF NETWORK**

- a. Traffic Forecasts shall be accordance with clause **2** and in respect of each POI:

<b>Network Capacity Forecast for the Interconnect Link between _____ and _____</b>			
<b>Forecasting Period: from _____ to _____</b>			
<b>(i) Busy Hour Traffic Forecast for Call Transit Service (according to Erlang B Traffic table):</b>			
	Year 1		Year 2
	First 6 months	Subsequent 6 months	
Busy Hour			

Traffic for call Transit Service				
<b>(ii) Volume of call Transit services (in call attempts and call-minutes)</b>				
	Year 1		Year 2	Year 2
	First 6 months	Subsequent 6 months		
Volume of call transit services (in Call attempts)				
Volume of Call transit services (in call minutes)				

**4. INTERNET DIAL UP CALL TRANSIT SERVICE**

**4.1** The Supplier will supply the 131-Internet Dial up Call Transit Service from the Acquirer’s Network through the Supplier’s Network in accordance with clause **4** of the main body of the Interconnection Agreement:

- a.** in respect of the Call Types for which the process in clause **1** has been followed; and
- b.** to the Third Party Networks in respect of which the process in clause **1** has been followed (“131-Internet Dial up Calls”).

**4.2** Notwithstanding the Interconnection of the SCO Network and the Requesting Licensee’s Network:

- a.** the Supplier shall not be obliged to accept Calls other than 131-Internet Dial up Calls under this Schedule;
- b.** the Acquirer will not hand over to the Supplier Calls other than 131-Internet Dial up Calls; and

- c. the Supplier shall have no obligation to provide Call Transit Services in respect of Calls to Third Party Networks, other than 131-Internet Dial up Calls

**4.3** The Supplier will only be required to provide the 131-Internet Dial up Call Transit Service to the Acquirer to the extent that the Acquirer has complied with **Schedule 2** and this clause **4**.

**4.4** The Supplier shall only provide 131-Internet Dial up Call Transit Service under this Schedule:

- a. to the Acquirer; and
- b. in respect of Third Party (ISP's) Networks, which are interconnected to the Supplier's Network.

#### **4.5 FORECASTS**

- a. This clause applies to Forecasts to be provided by the Acquirer to the Supplier in relation to Network Capacity required for Call Origination and Call Termination arrangements with Third Party (ISP's) Network Operators.
- b. The Acquirer shall provide to the Supplier the Forecasts for Network Capacity required for the provision of the Call Transit Service on or near 1 March and 1 September of each year.
- c. The Forecasts shall be for periods commencing six (6) months from 1 April and 1 October ("Forecast Date") respectively, and be for a period of thirty-six (36) months, in intervals of six (6) months for the first twelve (12) months, and yearly thereafter.

#### **4.6 CALL TYPES**

- a. This clause applies where the Acquirer wishes to extend the use of the Internet Dialup Call Transit Service provided by the Supplier:
  - i. to a Call Type in respect of which the process in this clause **4** has not already been undertaken; or
  - ii. to a Third Party Network in respect of which the process in this clause **4** has not already been undertaken.
- b. The Acquirer shall notify the Supplier by means of the request form set out in clause **4.9** of its request:



respect of that Call Type as soon as practicable or at such later time as specified by the Acquirer.

#### **4.7 CHARGING PRINCIPLES**

- a.** There will be no payment flow between Acquirer and Supplier for transit of 131-Internet Dial up Calls that originate on Acquirer Network regardless of the payment by the Acquirer to the Third Party (ISP's) Network Operator.
- b.** The Supplier shall, for those 131-Internet Dial up Calls for which it is providing a Call Transit Service, collect a Call record for each individual 131-Internet Dial up Call whether in bulk or on a CDR basis for purpose of record only and shall provide Billing Verification Information for the Call Transit Service in accordance with the format set out in clause **4.10** within fourteen (14) Business Days from the end of each Billing Period.

#### **4.8 CESSATION OF ARRANGEMENTS WITH THIRD PARTY NETWORK OPERATORS**

- a.** If the Supplier proposes to disconnect its Network from a Third Party Network, then the Supplier will provide the Acquirer with no less than six (6) months notice of the proposed disconnection from the Third Party Network and the Supplier may cease to provide the Call Transit Service to the Third Party Network upon the expiry of the notice save for situations where six (6) months notice is not reasonably practicable. In such situations the Supplier shall provide as much notice as is reasonably practical and may cease to provide the Call Transit Services at such time as specified in the notice.
- b.** If a Third Party Network Operator disconnects or proposes to disconnect its Network from the Supplier's Network, the Supplier shall notify the Acquirer of the disconnection or proposed disconnection as soon as practicable, subject to confidentiality restrictions, after receiving notice from the Third Party Network Operator of the disconnection or proposed disconnection and the Supplier may cease to provide the Call Transit Service to the Third Party Network at such time as the notice from the Supplier to the Acquirer indicates.

#### **4.9 REQUEST FORM FOR INTRODUCING CALL TYPE (131-INTERNET DIAL UP CALL TRANSIT SERVICE )**

- a. Transit Call Request Name and Description**

- i. *The Acquirer is to provide a general description of Call Type and the Third Party Networks to which the Call Transit Service is sought (e.g. Acquirer PSTN to XYZ 00X etc).*

**b. Date to be Introduced (Proposal)**

- i. *The Acquirer is to indicate the preferred implementation date for access to be available.*

**c. Number Related Information**

- i. *The Acquirer is to specify the service code or number range used for the Call Type as well as the number length.*

**d. Call Origins And Destinations**

- i. *The Acquirer is to indicate which origins the Call Type is required from (e.g. Acquirer international incoming to XYZ 00X; Acquirer to XYZ 00X etc) and destinations (e.g. Third Party Networks) the Call Type is required to.*

**e. Network Configuration/Routing Information**

- i. *The Acquirer is to indicate the network configuration (with a diagram) through which the Call Type is to be conveyed.*

**f. Trunk Group (Circuit Assignment)**

- i. *The Acquirer is to indicate how traffic to the Call Type will be routed, as well as which trunk groups are to be used at the Interconnect Gateway Switches/SGS.*

**g. Other Engineering Requirements**

- i. *The Acquirer may list down other requirements required for the Call Type, such as routing of traffic to congested circuits.*

**4.10 BILLING VERIFICATION INFORMATION FOR INTERNET DIALUP CALL TRANSIT SERVICE.**

Date	From			To			Rate	Calls	Seconds	Charges
	Operator	Network	NDC	Operator	Network	NDC				

## SCHEDULE 3 - SHORT MESSAGE SERVICE

### 1. GENERAL

- 1.1 This Schedule shall apply to the conveyance of Short Messages from the Network of one Party to the Network of the other in case both Parties have the capability to provide and agree to provide to each other such Service.
- 1.2 Subject to the provisions of this **Schedule 3**, each Party shall convey to its appropriate network terminating point, Short Messages handed over from the Network of the other Party ("**Short Message Conveyance Services**").
- 1.3 The Parties shall agree in advance all necessary technical requirements (including set up and clear down sequences) for the supply of Short Message Conveyance Services pursuant to this **Schedule 3**.
- 1.4 Each Party shall in accordance with such Party's normal engineering practices, correct faults which occur in its Network which affect the conveyance of Short Messages. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.
- 1.5 Wherever applicable each Party shall supply Short Message Conveyance Services commencing on a date to be agreed in writing between the Parties.

### 2. CHARGES

- 2.1 Each Party shall pay to other Party the charges for the termination of SMS in accordance with the provisions of **Schedule 6** and **Schedule 7**.

### 3. ROUTING PRINCIPLES

- 3.1 The Parties shall agree upon the principles for routing of Short Messages between the Networks unless there is a valid determination by the Authority on this matter, in which case such determination shall be followed by the Parties.

### 4. SMSC NUMBER INFORMATION

- 4.1 Parties will provide to each other their respective SMSC numbers for provision of Short Message Conveyance Service.

## **5. CUSTOMER RELATIONSHIP**

- 5.1** Each Party shall ensure that Short Message Conveyance Service shall not be used to advertise its services to the other Party's Customers unless mutually agreed in writing by the Parties.
- 5.2** If the Parties experience complaints regarding reception of Short Messages having commercial content (bulk Short Messages containing advertising/promotional message sponsored by third parties/Customers) the Parties agree in good faith to resolve this problem to avoid any deterioration in the quality of service. In such case, the concerned Party shall take immediate steps to prevent the same, unless mutually agreed in writing.
- 5.3** In case the correction has not taken place, the Party shall have the right to immediately terminate the Short Message Conveyance Service provided to the other Party with prior approval of the Authority.

## **6. SMS INTERCONNECTION**

- 6.1** The provisions of this Schedule shall apply if the Short Message Conveyance Service is provided by the Operator who requests to Interconnect with SCO for termination of such traffic onto SCO Network.
- 6.2** SCO and the Operator shall connect and maintain the connection of their Networks to each other for the purpose of sending and receiving Short Messages. Each Party on initiation of Short Message into its Network that is destined to the other Party's Network shall duly convey such Short Message to the other Party's Network.
- 6.3** Parties shall send information regarding their respective SMS-Cs for Short Messages to the other.
- 6.4** Routing of Short Message traffic shall be through GMSC or STP in the SCO Network.
- 6.5** Only the number series allowed and agreed upon between the Parties for voice communication between normal subscribers shall be defined in the SMSC platforms.

## **SCHEDULE 4 – LEASING OF DOMESTIC PRIVATE LEASED CIRCUITS**

### **1. SCOPE**

- 1.1** Resale of Domestic Private Leased Circuits (DPLCs) acquired under this Interconnection Agreement is strictly prohibited, provided however that, provision of bandwidth packaged as telecommunication service or product by a Party to its Customers or compression shall not constitute resale of DPLC.

### **2. ORDERING AND PROVISIONING PROCEDURE**

- 2.1** The Operator shall submit its Request for a DPLC containing the following information:
- a.** point of Origination of the link, for the DPLC;
  - b.** point of Termination of the link, for the DPLC;
  - c.** bandwidth capacity required for the DPLC;
  - d.** the Operator's contact details;
  - e.** interface specifications;
  - f.** diversity, restoration and routing requirements;
  - g.** the tentative date of provision of DPLC;
  - h.** Minimum period for which service will be required
- 2.2** All applications for DPLC will be processed on a "first come first served" basis.
- 2.3** All demand notes will be valid for a period of thirty (30) days.
- 2.4** Operator will be required to reach SCO point of presence, and will match SCO network specifications before handing / taking over media to / from SCO network for interface.
- 2.5** SCO shall charge Operator for provision of DPLC from the date of commissioning of DPLC at SCO's end, irrespective of the fact that circuits are activated by the Operator or not. However, in case patching is delayed at SCO's end or any circuit problem is reported, the charging shall not be made by SCO before the date on which patching is completed by SCO or circuit problem is rectified, as the case may be.
- 2.6** DPLC will be acquired for minimum period of one (1) year, for which the Operator shall pay one year rental in advance to SCO.

- 2.7** Where the DPLC is acquired for more than one (1) year, the Operator shall pay advance rent for next period to SCO. The advance rent shall be paid to SCO as soon as possible after the expiry of first year, but not later than fifteen (15) days of such expiry, failing which SCO has a right to suspend the service in accordance with this Interconnection Agreement.
- 2.8** Readjustment for origination or termination point (any one side of DPLC link) by keeping same capacity can be done after minimum period of six (6) months from the date of payment.
- 2.9** Operator will forward its request for readjustment at-least three calendar months in advance.
- 2.10** The Operator acknowledges that a request to enhance bandwidth capacity to an existing DPLC supplied under this Schedule will be treated as a new request for a DPLC.
- 2.11** Operator will forward its request for disconnection at-least three calendar months in advance.

### **3. ACCEPTANCE OR REJECTION**

- 3.1** SCO may reject a request for a DPLC if:
- (a)** the request for a DPLC does not contain all the information specified in clause **2.1** above;
  - (b)** the DPLC is not available to destinations to which SCO does not have necessary capacity;

### **4. DELIVERIES AND MAINTENANCE**

- 4.1** SCO will reply within 15 days after receipt of application.
- 4.2** SCO shall perform end-to-end circuit testing (on the SCO provided section only) on the DPLC and shall provide end-to-end circuit within fifteen (15) Business Days after payment from the operator.
- 4.3** SCO is responsible for maintenance and administration of the DPLC.

### **5. OPERATOR'S LIABILITY ON TERMINATION**

- 5.1** In the event that the DPLC is terminated before the expiry of the Term, the Operator's liability to SCO shall be as follows:
- a.** Where the termination is the same as the expiry date of the Term, the rental up to and including the date of termination; and

- b.** Where the termination date is before the expiry date of the Term,
  - (i) The rental up to and including the date of termination; and
  - (ii) Twenty percent (20%) of the rental for the period between the date of termination and the expiry date of the Term provided the operator has not given at least thirty (30) days written notice to SCO regarding termination.

## **6. OPERATOR'S LIABILITY ON CANCELLATION**

- 6.1** In the event that the Operator cancels the work after placing a request for a DPLC but before service commissioning, the Operator shall be liable to pay the cancellation charges to SCO chargeable at ten percent (10%) of the twelve months DPLC charges of the cancelled works.

**SCHEDULE 5 – CO-LOCATION****1. GENERAL**

- 1.1** This Schedule sets out the terms and conditions under which SCO will provide the operator with co-location site and physical access thereto at SCO's co-location sites where available (the "co-location sites").
- 1.2** The co-location application may consist of:
- a.** a covered Space owned by SCO, or/and
  - b.** an open Space owned by SCO, or/and
  - c.** a Satellite Earth Station, or/and
  - d.** Electric power (AC/DC), or/and
  - e.** Installation of Antennas on towers owned by SCO, or/and
  - f.** Installation of tower by operator for antennas at Site owned by SCO, or/and
  - g.** Provision of earthing facility for telecommunication equipment, or/and
  - h.** Sharing of outside plant for provision of DSL service
- 1.3** In cases where SCO cannot offer physical Co-Location due to Site limitations or any other legitimate reasons, SCO will take reasonable measures to propose an alternative solution. Such alternative solution may include options such as virtual Co-location, optimizing the use of existing space or finding adjacent space.
- 1.4** The Operator shall provide all installation materials and manpower needed for the installation of its Co-Location Equipment.
- 1.5** Each Party shall take all necessary measures to ensure the safety of the other Party's equipment at its premises. Notwithstanding the foregoing, it is the responsibility of each Party to provide adequate insurance cover for its respective equipment.
- 1.6** A Party Shall Not Be Responsible For Any Damage To The Other Party's Co-Location Equipment Caused By Fire, Water Leakage, Air-Conditioning/Mechanical Ventilation Failure, Power Fluctuation/Interruption, Or Anything Beyond That Party's Control At The Co-Location Site Other Than To The Extent That It Is The Result Of A Grossly Negligent, Willful Or Reckless Breach Of This Agreement.

**1.7** SCO may deny any co-location application considering following:-

- i.** SCO's reasonably anticipated development plans for next three years.
- ii.** SCO's reasonably anticipated maintenance plans for next three years.
- iii.** security and confidentiality requirements imposed on SCO by Governmental Agencies.
- iv.** whether SCO proposes to decommission the Co-Location Site.

## **2. ORDERING AND PROVISIONING PROCEDURE**

**2.1** The Operator shall submit its request for Co-Location at a Co-Location Site, using a Co-Location Request Form in the form of **Attachment A** containing the following information:

- a.** the Co-Location Site listed at which Co-Location is sought;
- b.** the purpose of Co-Location Site
- c.** the purpose of each major equipment installed at co-location site.
- d.** the type of Co-Location Equipment proposed to be installed at that Co-Location Site;
- e.** the Site and power requirements;
- f.** the floor loading of the Co-Location Equipment;
- g.** sizes and quantities of Antennas
- h.** the Operator's contact details; and
- i.** the copy of authorization from the concerned authority, where applicable, for installation of towers/poles in SCO premises.

- 2.2** SCO shall acknowledge receipt of the Co-location Request under clause **2.1** within seven (7) Business Days and indicate whether the Co-location Request is preliminarily accepted on a non-binding basis or rejected. If the Co-location Request is rejected, SCO will provide written reasons for such rejection to the Operator. SCO shall recover the Co-location Request fee for the reasonable cost of processing the Co-location Request as provided in **Schedule 6**, irrespective of the outcome of the Co-location Request.
- 2.3** The Operator acknowledges that the Co-location Site and the actual placement of the Co-location Equipment shall be determined by SCO. SCO is not obligated to place the same Operator's Co-location Equipment adjacent to each other, provided that SCO will use its reasonable endeavours to accommodate any reasonable request for adjacent placement made by the Operator.
- 2.4** The Operator shall be responsible for the operation and maintenance of its Co-location Equipment.
- 2.5** If a fault, defect or problem with the Co-location Equipment of the Operator causes or may cause damage to the Co-location Site or SCO's facilities, the Operator must:
- a.** notify SCO as soon as practicable; and
  - b.** repair the fault, defect or problem or take other appropriate corrective action immediately.

### **3 INSTALLATIONS AND MAINTENANCE OF CO-LOCATION EQUIPMENT IN CO-LOCATION SITE**

- 3.1** The Parties agree to comply with the Operating procedures (as amended from time to time) in interconnection with the installation and maintenance of Co-Location Equipment:
- a.** the Co-Location Equipment Installation and Maintenance Procedures at **Attachment B**;
  - b.** SCO's Standard Operating Procedures for Co-Location; and
  - c.** SCO's Standard Physical Access Procedures as amended from time to time.

- 3.2** The Operator shall request physical access to Co-Location Site using the form set forth in **Attachment C** hereto. SCO shall authorize the Operator's access to the Co-Location Site using the form set forth in **Attachment D** hereto. Only Operator's authorized personnel, as listed in **Attachment E** hereto, shall have access to the Co-Location Site.
- 3.3** The Operator shall pay SCO the charges for Co-Location in accordance with **Schedule 6**.

#### **4 TERM OF LEASE**

- 4.1** The Co-Location will be provided for minimum period of one year.
- 4.2** SCO will charge 2 feet additional on each side of required space to be used as working space for ordinary space co-location (i.e. other than the cabinets).
- 4.3** The Operator may terminate the lease of Co-Location Site under this Schedule by giving SCO no less than six (6) months written notice. Termination of the lease will take effect from the date specified in the notice.

#### **5 SUB-LEASING**

- 5.1** The Operator shall not assign the lease in respect of or sub-let the Co-location Site at the Co-location Site.

#### **6 ADDITIONAL CO-LOCATION SITE AND CO-LOCATION EQUIPMENT**

- 6.1** If the Operator wishes to replace, modify or rearrange existing Co-Location Equipment in the Co-Location Site or to install additional Co-Location Equipment in the Co-Location Site, the Operator must submit a request in respect of the replacement, modification, rearrangement or additional Co-Location Equipment.
- 6.2** Requests for additional Co-Location facility at Co-Location Sites shall be treated as a separate Co-Location Request.

**ATTACHMENT A - APPLICATION FORM**

1. SITE NAME
2. DATE WHEN SERVICE IS REQUIRED
3. DURATION FOR WHICH SERVICE IS REQUIRED
4. OPEN SPACE REQUIREMENT
5. EQUIPMENT DIMENSION
6. PURPOSE OF EQUIPMENT
7. COVERED SPACE REQUIREMENT
8. EQUIPMENT DIMENSION
9. PURPOSE OF EQUIPMENT
10. ELECTRIC POWER REQUIREMENT IN AMP (AC/DC)
11. BACKUP POWER YES / NO
12. TYPE OF SPACE AIRCONDITIONED/ORDINARY
13. SPACE REQUIRED FOR TOWER
14. HEIGHT OF TOWER REQUIRE TO BE INSTALLED
15. NUMBER OF DISH ANTENNA REQUIRED TO BE INSTALLED
16. SIZE OF ANTENNA
17. PURPOSE OF ANTENNA
18. HEIGHT AT WHICH ANTENNA SHALL BE INSTALLED
19. NUMBER OF OTHER ANTENNA REQUIRED TO BE INSTALLED
20. SIZE OF OTHER ANTENNA
21. PURPOSE OF OTHER ANTENNA
22. HEIGHT AT WHICH OTHER ANTENNA SHALL BE INSTALLED
23. EARTHING REQUIREMENTS
24. NUMBER OF PAIRS REQUIRED FOR DSL

## **ATTACHMENT-B - CO-LOCATION EQUIPMENT INSTALLATION AND MAINTENANCE PROCEDURES**

### **1. INSTALLATION OF EQUIPMENT AT CO-LOCATION SPACE**

#### **1.1 Installation of Co-Location Equipment**

- a. Prior to commencing installation of its Co-Location Equipment, the Operator must submit detailed installation plans and installation timetable no less than twenty one (21) Business Days before commencement of works for approval to authorized representative of SCO. The Operator shall not commence installation of its Co-Location Equipment until it has received SCO's approval.
- b. The Operator must ensure that the floor loading of its Co-Located Equipment shall be limited to a maximum 5 kN per sqm or otherwise as specified by SCO. The Operator shall engage a professional structural engineer licensed by Pakistan Engineering Council to compute the actual floor loading to certify that the floor-loading limit is not exceeded prior to the installation of its Co-Location Equipment. The Operator shall not commence installation of its Co-Location Equipment until it has provided SCO; with five (5) Business Days advance notice, of a copy of the certification of compliance issued by the licensed professional structural engineer.
- c. The Operator must install its Co-Location Equipment in the Co-Location Space within thirty (30) Business Days after the final site inspection. If the Operator's failure to complete installation is attributable to circumstances beyond the Operator's reasonable control, SCO will grant a reasonable extension of time for installation to the Operator at the Operator's request. An Operator's request under this clause must describe the circumstances beyond the Operator's control and such request must be received prior to the expiry of the aforementioned thirty-(30) Business Day period.
- d. The Operator must not locate equipment other than Co-Location Equipment in the Co-Location Space.

#### **1.2 Optical Fibre Cable**

- a. SCO shall allow the Operator to install necessary numbers of optical fibre cables / fibre strands for the deployment of Fibre to the x (FTTX) network in the Co-Location Space and up to the lead-in manhole outside Co-Location space on first-come-first-served basis.

### 1.3 Cable Pulling

- a. The Operator shall provide SCO with no less than ten (10) Business Days for undertaking cable pulling between the designated Lead-in Manhole and the Co-Location Space.
- b. Unless otherwise agreed by the Parties, SCO shall pull fibre cable(s) from the designated manhole to the Co-Location Space. The Operator shall pay SCO the charges in accordance with **Schedule 6**. The Operator must not undertake any cable pulling between the designated manhole and the Co-Location Space.
- c. SCO shall install and terminate Tie Cables from the Operator's termination frame to SCO's Distribution Frame (MDF/DDF/Patch Panel). The Operator shall pay SCO the charges for extension of these Tie cables.
- d. The Operator shall terminate the end of a Tie Cable at the Operator's termination frame or Co-Location Equipment in the Co-Location Space.

### 1.4 Power & Earth

- a. SCO shall, if the Operator so desires, designate and provide the communication earth and Power Distribution Point for the Operator's Co-Location Equipment. The Operator shall pay SCO the charges for the provision of the communication earth and power installation and termination in accordance with SCO's published co-location price list.

### 1.5 Interference

- a. Each Party shall ensure that its Co-Location Equipment does not cause any interference to the other Party's equipment, plant, facilities, Networks and the equipment of other occupying Operators in the Co-Location Space, including when installing equipment. In the event of any interference, the Parties shall take in good faith reasonable measures to resolve the problem promptly. Where the Operator's equipment is causing interference to existing equipment and the interference cannot be resolved, the Operator shall remove the source of interference immediately.
- b. If SCO determines that the interference poses an immediate risk of personal injury or significant property damage; it may, withdraw physical access and at the Operator's cost, take measures necessary to prevent such injury or damage. Otherwise, SCO may provide the Operator with five (5) Business Days notice to rectify the interference. After such time, if the interference continues, SCO may

withdraw physical access and at the Operator's cost, take measures to prevent the interference.

## **1.6 Standard Operating Procedures and Safety**

- a.** In relation to the installation, operation and maintenance of its Co-Located Equipment located in the Co-Location Space, the Operator must comply with SCO's Standard Operating Procedures for Co-Location Space as amended from time to time, and any written instructions, which are provided to the Operator by SCO.
- b.** In relation to physical access to the Co-Location Space, the Operator shall comply with SCO's Standard Physical Access Procedures as amended from time to time and any written instructions, which are provided to the Operator by SCO.
- c.** The Operator shall remove daily any rubbish/debris created in the course of installation.
- d.** The Operator shall consult with and obtain the consent of SCO before carrying out any hacking or drilling work on the floor, wall and ceiling slabs.
- e.** The Operator shall obtain prior approval of SCO for hot work and perform any such works in accordance with safety procedures. Hot Work means any work involving riveting, welding, flame cutting, burning, gouging or any other work involving the use of heat for producing sparks.
- f.** No work shall be performed by the Operator on any of SCO's equipment, facilities, plant or Networks including, but not limited to earth bars and Power Distribution Points/boards.
- g.** The Operator, during and after the installation period, shall use no flammable or hazardous materials, whether on a permanent or temporary basis,. No smoking is allowed. No food or drinks are allowed in the Co-Location Space.
- h.** SCO's staff shall carry out all the interconnection of the Operator's Co-Location Equipment to SCO's earth bars and Power Distribution Points/boards. Charges for the work shall be borne by the Operator as set out in SCO's published co-location price list.
- i.** Where, during the course of installation, operation, maintenance, replacement or repair of its Co-Located Equipment the Operator causes any damage to SCO's Co-Location Site, plant, Network, Equipment or facilities, the Operator must report the damage immediately to SCO. SCO shall rectify any damage in any way it

deems fit, the cost and expense in interconnection with the damage including for the repair thereof shall be borne by the Operator.

- j.** The Operator shall report immediately any incident, injury, harm, fatal or otherwise that occurs at the Co-Location Site to SCO. For fatal or serious accidents, the accident site shall be left undisturbed to facilitate the relevant authority to investigate the circumstance leading to the accident. The Operator shall report immediately to police and insurance company of any fatal accident having occurred at the Co-Location Site.
- k.** The Operator shall be liable for and shall indemnify and keep indemnified SCO against all losses, claims, proceedings, damages, liabilities, costs and expenses for injuries or death to any person whomsoever or any loss or damage to any property whatsoever which arise out of or in consequence of any act or omission of the Operator's employees and contracts in relation to the Co-Location Site and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof.

### **1.7 Final Inspection**

- a.** Upon completion of the installation of the Co-Location Equipment in the Co- Location Space, the Operator shall advise SCO and request SCO to conduct a final inspection and confirm that the installation conforms with the approved detailed installation plans.
- b.** Where the final inspection reveals that the installation does not materially conform to the approved detailed installation plans; SCO shall notify the Operator. The Operator must reinstall or take other appropriate corrective action within ten (10) Business Days of notification, or such other time as is otherwise agreed. The Operator shall bear the reasonable costs that SCO incurs for the inspection of the reinstallation or other appropriate corrective action. SCO may still inform and require the Operator to make adjustments to its installation where the installation does not conform to the installation plan in a non-material way, but this notification will not delay the approval process under this Schedule.
- c.** If the Operator fails to reinstall or take the appropriate corrective action referred to in clause **1.7 (b)** above, SCO may take appropriate corrective action including removal of the Operator's Co-Location Equipment. The reasonable costs for the corrective action shall be borne by the Operator.

## **2. MAINTENANCE OF CO-LOCATION EQUIPMENT IN CO-LOCATION SPACE**

- 2.1.** The Operator shall be responsible for the operation and maintenance of its Co-Location Equipment.
- 2.2.** In the operation and maintenance of the Co-Location Equipment, the Operator must:
  - a.** take such other action as a reasonably prudent Operator would; and
  - b.** keep the Co-Location Space in a tidy and safe condition at all times; and
  - c.** ensure that flammable or toxic material is not left in or around the Co-Location Space following maintenance or other operations.
- 2.3.** If a fault, defect or problem with the Co-Location Equipment of the Operator causes or may cause damage to the Co-Location Space or SCO's Facilities, the Operator must:
  - a.** notify SCO as soon as practicable; and
  - b.** repair the fault, defect or problem or take other appropriate corrective action immediately.
- 2.4.** Where SCO determines that the Operator's Co-Location Equipment pose an immediate risk of personal injury or significant property damage, it may, at the Operator's cost, take interim measures necessary to prevent such injury or damage, pending attendance by the Operator to perform corrective work.
- 2.5.** The Co-Location Equipment must only be used by the Operator for the purpose of connecting the Operator's Network to POI, Satellite Earth Station under this Schedule.
- 2.6.** If the Operator detects a fault, defect or problem in a Co-Location Space, it must notify SCO as soon as possible.
- 2.7. Compliance**
  - a.** The Operator must ensure that its employees, agents and approved subcontractors comply with the provisions of this document including all reasonable procedures and directions of SCO as notified from time to time.

- b.** The Operator must comply with all laws, standards, authorizations and leases when performing works.
- c.** The Operator must ensure that it has all necessary permits, approvals and leases from any person, governmental, regulatory or relevant authority in order to perform works. Where requested to do so, SCO will reasonably assist the Operator to obtain any such necessary permit, approval or lease.
- d.** The Operator will vests no right, title or proprietary interest in the Co-Location Site.

**2.8. Marking of Equipment**

- a.** The Co-Location Equipment must be marked by the Operator to clearly indicate that it is leased by the Operator and in such manner as SCO may reasonably direct from time to time.

**ATTACHMENT- C: REQUEST FOR PHYSICAL ACCESS TO CO-LOCATION SPACE**

<b>THE REQUESTING OPERATOR</b>		
Date of Application	<input type="text"/>	Application Reference No
Approval for Physical Access is sought for the purpose of:		
Address of Co-Location space		
Reference Date / Time of Access		
Estimated Duration of Access		
Name of Person(s) for which Physical Access is required		
1	Name of Person & NIC No / Passport No	
2		
<b>On Behalf Of The Operator</b>		
Sign	_____	
Name	Name of Operator	
Designation		
Department		
Contact Number	Company Stamp	
Fax Number		
<b>SCO Reply To The Requesting Operator</b>		
Application returned – incomplete / illegible		
Not Approved	Reasons for rejection	
Approved Subject to Details & Conditions Given in The Attached Letter of Authorization		
Alternative Date & Time	SCO Approval Code	
<b>On Behalf of SCO</b>		
Sign	Contact Number	
Name	Fax No	
Contact Number	Company Stamp	
Fax Number		
<b>Processing Status</b>		
Received Date	Processed Date	Queue Status

**ATTACHMENT – D**

**LETTER OF AUTHORISATION FOR PHYSICAL ACCESS TO CO-LOCATION SPACE**

This Letter of Authorization is issued in conjunction with the final approval given to the request application via reference \_\_\_\_\_ date  
\_\_\_\_\_

It must be carried in the possession of the senior person at all time during the duration of access granted to the Co-Location space as indicated below

Location of Co-Location space granted for Access: [Location / Building Name]

1. Name & NIC No / Passport No
2. Name & NIC No / Passport No
3. Name & NIC No / Passport No

1. Approved Date of Access
2. Approved Time of Access
3. Approved Duration of Access

On Behalf of SCO

Sign

Contact Number

Name

Fax No

**ATTACHMENT E - AUTHORIZED PERSONNEL****[Source: SCO]**

S/n	Name	Company Name / Operator A's Contractor Name	NIC /Passport No	Contact Tel. No	Fax No
1					
2					
3					
4					
5					
6					
7					

## SCHEDULE 6 – CHARGES

### 1. GENERAL

- 1.1** The parties agree to pay the following charges where applicable in accordance with clauses **7 and 8** of the main body of this interconnection agreement, and the Billing requirements set out in **Schedule 7**.
- 1.2** Except where otherwise indicated, if charges are expressed to be estimates in this **Schedule 6** or elsewhere in this Interconnection Agreement, either Party reserves the right to adjust these charges from time to time, subject to approval granted by the Authority, after notice and opportunity of representation to the other party for minimum fifteen (15) days, and the parties agree to pay the charges as adjusted from time to time.
- 1.3** If a party incurs costs in addition to these charges, if applicable, in providing interconnect services under this interconnection agreement, that party reserves the right to recover its costs in addition to the charges below, subject to approval granted by the Authority, after notice and opportunity of representation to the other party for minimum fifteen (15) days, and the parties agree to pay the charges as adjusted from time to time. The only ground for such additional costs is where the services requested are not already covered by the present agreement. Such additional costs may therefore constitute a new service to be added to this agreement.

### 2. DOMESTIC PRIVATE LEASED CIRCUIT CHARGES

- 2.1** Within Metropolitan Area in AJ&K and NAs (Maximum 10 Kilometres Only)

- i.** Installation Charge per E1 - Rs 80,000
- ii.** Fixed Annual Charge per E1 per annum - Rs 20,000

- 2.2** Outside Metropolitan Area, in Azad Jammu & Kashmir

Standard (E1s)	(For 0-100 km) /Km / annum (Rs)	(For 101-200 km) /Km / annum (Rs)	(For 201-600 km) /Km / annum (Rs)	(For 600+ km) /Km / annum (Rs)
<b>1-4</b>	4,800.00	3,982.00	3,656.00	3,360.00
<b>5-15</b>	4,066.00	3,484.00	3,199.00	2,940.00

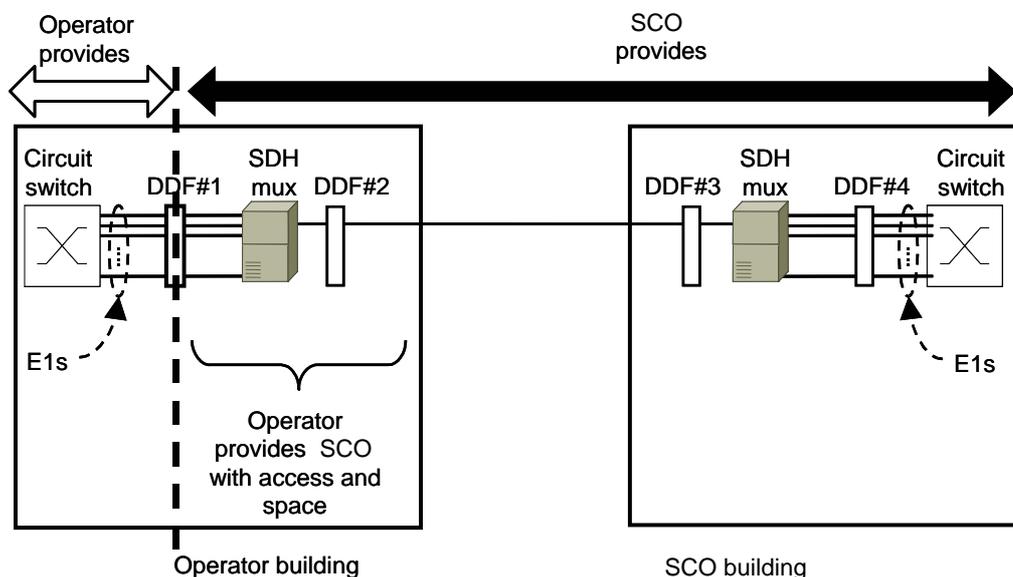
<b>16-62</b>	3,485.00	2,986.00	2,742.00	2,520.00
<b>63(STM 1)+</b>	3,098.00	2,654.00	2,438.00	2,240.00

**2.3** Outside Metropolitan Area, in Northern Areas

<b>Standard (E1s)</b>	<b>(For 0-100 km) /Km / annum (Rs)</b>	<b>(For 101-200 km) /Km / annum (Rs)</b>	<b>(For 201-600 km) /Km / annum (Rs)</b>	<b>(For 600+ km) /Km / annum (Rs)</b>
<b>1-4</b>	5,600.00	4,645.00	4,266.00	3,920.00
<b>5-15</b>	4,743.00	4,065.00	3,732.00	3,430.00
<b>16-62</b>	4,066.00	3,484.00	3,199.00	2,940.00
<b>63(STM 1)+</b>	3,614.00	3,097.00	2,844.00	2,613.00

**3. PHYSICAL AND VIRTUAL INTERCONNECTION**

**3.1 Virtual Interconnection**



**3.1.1** For Virtual Interconnection, the interconnection consists of an Intra-Building Circuit provided by the Operator (in respect of the assets and related activities, or their equivalent, to the left of, and including, DDF#1), a Domestic Private Leased Circuit provided by SCO (in respect

of the assets and related activities, or their equivalent, between DDF#1 and DDF#4) and an Intra-Building Circuit provided by SCO (in respect of the assets and related activities, or their equivalent, to the right of, and including, DDF#4). For the avoidance of doubt, each Intra-Building Circuit includes the E1 port(s) on the corresponding circuit switch.

### **Operator to SCO charge**

**3.1.2** For the Intra-Building Circuit the total charge (some of which may be borne by the Operator, according to the provisions laid out in clauses **3.2.5** to **3.2.13** below) is:

<b>Initial Charge per E1</b>	<b>Fixed Annual Charge per E1 per annum</b>
Rs 80,000	Rs 20,000

### **SCO to Operator charge**

**3.1.3** There are three charges; an Intra-Building Circuit charge, a Domestic Private Leased Circuit charge and a Transmission Capacity Charge. The Transmission Capacity Charge is a supplementary charge to account for the fact that most interconnect leased lines will be of a short distance. Some of these charges may be borne by SCO according to the provisions laid out in clauses **3.2.5** to **3.2.13** below.

#### **i. Intra-Building Circuit**

<b>Initial Charge per E1</b>	<b>Fixed Annual Charge per E1 per annum</b>
Rs 80,000	Rs 20,000

#### **ii. Domestic Private Leased Circuit Charge**

Annual Charge per E1 per Km per annum (for AJ&K): Rs. 4,800

Annual Charge per E1 per Km per annum (for NAs): Rs. 5,600

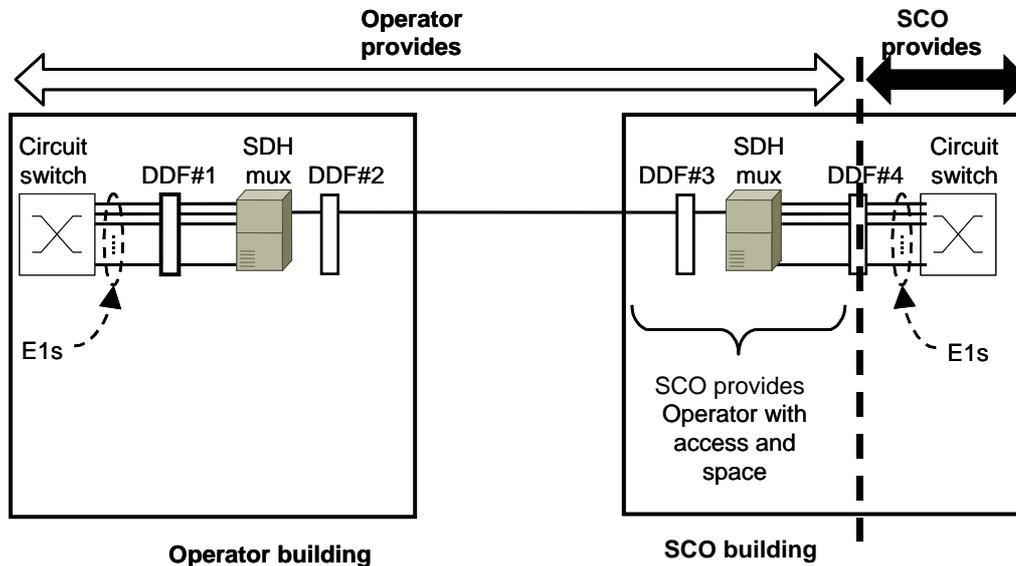
#### **iii. Transmission Capacity Charge**

These charges will be applicable only for circuit of short distance upto 10 KM.

<b>Initial Charge per link</b>	<b>Fixed Annual Charge per link per annum</b>
Rs 60,000	Rs 80,000

**3.1.4** For the avoidance of doubt, the transmission capacity charge applies only once for each point of interconnection. If additional E1s are added to the point of interconnection there are no additional charges.

### 3.2 Physical Interconnection



**3.2.1** For Physical Interconnection the interconnection consists of an Intra-Building Circuit provided by the Operator (in respect of the assets and related activities, or their equivalent, to the left of, and including, DDF#1), a Domestic Private Leased Circuit provided by Operator, or by a Third Party (in respect of the assets and related activities, or their equivalent, between DDF#1 and DDF#4) and an Intra-Building Circuit provided by SCO (in respect of the assets and related activities, or their equivalent, to the right of, and including, DDF#4). For the avoidance of doubt, each Intra-Building Circuit includes all equipment from the DDF to which the private circuit is connected to the circuit switch connected to the same DDF, this includes the E1 port(s) on the corresponding circuit switch.

#### Operator to SCO charge

**3.2.2** There are three charges. An Intra-Building Circuit charge, a Domestic Private Leased Circuit charge and a Transmission Capacity Charge. The Transmission Capacity Charge is a supplementary charge to account for the fact that most interconnect leased lines will be of a short distance. Some of these charges may be borne by the Operator according to the provisions laid out in clauses **3.2.5** to **3.2.13** below.

**i. Intra-building circuit.**

<b>Initial Charge per E1</b>	<b>Fixed Annual Charge per E1 per annum</b>
Rs 80,000	Rs 20,000

**ii. Domestic Private Leased Circuit Charge**

Annual Charge per E1 per Km per annum (for AJ&K): Rs. 4,800

Annual Charge per E1 per Km per annum (for NAs): Rs. 5,600

**iii. Transmission capacity charge**

These charges will be applicable only for circuit of short distance upto 10 KM.

<b>Initial Charge per link</b>	<b>Fixed Annual Charge per link per annum</b>
Rs 60,000	Rs 80,000

**3.2.3** For the avoidance of doubt the transmission capacity charge applies only once for each point of interconnection. If additional E1s are added to the point of interconnection there are no additional charges.

**SCO to Operator charge**

**3.2.4** For the intra-building circuit the total charge (some of which may be borne by SCO, according to the provisions laid out in clauses **3.2.5** to **3.2.13** below).

<b>Initial Charge per E1</b>	<b>Fixed Annual Charge per E1 per annum</b>
Rs 80,000	Rs 20,000

**3.2.5** The party requesting the interconnect link shall pay the relevant connection charges specified above for each provided E1 Interconnect Link.

**3.2.6** If traffic for which the Operator/SCO has responsibility pursuant to clause **3.3** is conveyed uni-directionally either to or from the Operator/SCO System rental shall be paid by the Operator/SCO in full.

**3.2.7** If traffic is conveyed in both directions between the Parties' Systems, until the sooner of the next Quarter Day after a period of six months from the launch of the Operator's initial commercial service utilising Interconnect Links, or nine months after the provision of the first E1 Virtual Interconnect Link, the Operator shall, unless otherwise agreed in writing, pay rental for E1 Virtual Interconnect Links in accordance with the following formula:

$$RP = RT/2$$

Where:

RP is the rental payable

RT is the sum of all E1 Virtual Interconnect Link rental calculated from the relevant charges herein specified.

**3.2.8** Subject to clause **3.2.6**, after the period referred to in the preceding paragraph, or such other date as the Parties may agree in writing, the Operator/SCO shall pay rental for E1 Virtual Interconnect Links in accordance with the following formula:

$$RP = RT \times CO / CT$$

Where:

RP is the rental payable

RT is the sum of each and every E1 Virtual Interconnect Link rental calculated from the relevant charges;

And for the first three months of the period of four months preceding the due rental date:

Co is the total Call minutes for which the operator/SCO has responsibility. Clause **3.3** details which operator has responsibility for which calls. Ct is the total Call minutes between the Parties.

**3.2.9** Following the submission of the first bill pursuant to clause **3.2.7** the calculation pursuant to that paragraph shall be applied to the preceding period for which the calculation in clause **3.2.6** applied, and any over or under payment by Operator shall be rectified by adjustment of the next following invoice for E1 Interconnect Links.

**3.2.10** Where interconnection between the Parties exists prior to the provision of Virtual Interconnection, the rental for E1 Interconnect Links shall be calculated in accordance with the formula set down in clause **3.2.7**.

**3.2.11** A connection charge payable pursuant to this Schedule shall be that applicable at the time of placement of the order.

**3.2.12** A rental charge payable pursuant to this Schedule shall be the then current rental charge for the relevant rental period or portion thereof, which shall be the due date referred to in clause **3.2.13**.

**3.2.13** Connection and rental charges shall be due on the later of:

- (a) The date for the commencement of service of that E1 Interconnect Link specified by the Operator in the relevant order, or
- (b) The date which is the earlier of the relevant Ready for Service Date or 30 days after the relevant Ready for Test Date.

### **3.3 Responsibility for Traffic**

**3.3.1** The responsibilities for Traffic Types are set out in Table A. The responsibilities include choice of Switch Connections, provision of Traffic Forecasts, provision of Capacity Profiles and placing of Capacity Orders.

**TABLE A**

<b>TRAFFIC TYPE</b>	<b>PARTY HAVING THE RESPONSIBILITIES</b>
<p><b>Calls to geographic telephone numbers (i.e. to fixed telephone numbers)</b></p> <p>SCO to Operator (termination of SCO originated Calls and Calls transiting the SCO System)</p> <p>Operator to SCO (termination of Operator originated Calls and Calls transiting the Operator System)</p>	<p>SCO</p> <p>Operator</p>
<p><b>Calls to non-geographic telephone numbers (i.e. including mobile, but excluding PRS and Freephone)</b></p> <p>SCO to Operator (termination of SCO originated Calls and Calls transiting the SCO System)</p> <p>Operator to SCO (termination of Operator originated Calls and Calls transiting the</p>	<p>SCO</p> <p>Operator</p>

Operator System)	
<b>International Calls</b> SCO to Operator (to overseas) Operator to SCO (to overseas)	SCO Operator
<b>Transit Calls (i.e. origination leg, all traffic types - except those detailed as specific Transit within this Table A)</b> SCO to Operator (to transit destination) Operator to SCO (to transit destination)	SCO Operator
<b>Freephone and PRS (for termination not Transit)</b> SCO to Operator (termination of SCO originated Calls and Calls transiting the SCO System) Operator to SCO (termination of Operator originated Calls and Calls transiting the Operator System)	Operator SCO
<b>PCCS Calls</b> SCO to Operator Operator to SCO	Operator SCO
<b>Emergency Calls</b> Operator to SCO	Operator
<b>PCCS Transit Calls</b> Operator to SCO (to Third Party transit destination) via SCO to Operator	Operator Operator
Such other Traffic Types as may be specified from time to time in a Schedule	As specified

#### 4. CALL ORIGINATION, TERMINATION AND TRANSIT

**4.1** The below rates shall be based on circuit utilization for the Call Duration. The Charges shall be accounted in per second blocks. Only successful Calls are chargeable.

**4.2** Call Charges payable by the Parties shall be changed as determined from time to time by the Authority, and shall be as follows:

**a. Mobile Call Termination Charges**

Period	Rs./minute
From 1st June 2008 to 31 <sup>st</sup> December 2008	1.10
From 1st January 2009 to 31 <sup>st</sup> December 2009	1.00
From 1st January 2010	0.90

**b. Fixed Call Origination / Termination Charges**

Call Type	Till 31 <sup>st</sup> May 2009 (Rs./minute)	From 1 <sup>st</sup> June 2009 onwards (Rs./minute)
Metropolitan	0.60	0.65
National 25-80 km	0.82	0.82
National >80 km	1.20	1.20

**c. Fixed Call Transit Charges**

Call Type	Rs./minute
Metropolitan	0.12
National 25-80 km	0.30
National >80 km	0.55

- 4.3** The Parties agree that charges for terminating international incoming calls shall be paid in accordance with Access Promotion Rules 2004 and any relevant Regulation, Determination and Decision of the Authority, as issued from time to time.
- 4.4** The charges for international outgoing Calls originating from the Operator Network to SCO Network shall be mutually agreed by the Parties.

## **5. PREMIUM RATE SERVICES (PRS)**

- 5.1** PRS revenues are shared between operators and PRS providers using the revenue sharing agreement outlined below.
- a.** SCO shall provide the service to the operator for termination in AJ&K and NAs only.
  - b.** If operator desires to terminate the service outside AJ&K and NAs, SCO will handover call to the operator on the farthest POI in AJ&K or/and NAs as the case may be.
  - c.** Originating operators are responsible for collecting payment from Customers for PRS calls and they will be obliged to always pay other operators and PRS providers their full share of billed revenue.
  - d.** A percentage Bad Debt (BD) is deducted from billing and allocated directly to the originating operator in order to cover bad debt (non-payment). The remaining revenue from premium rate service (PRS) calls  $(1-BD)\%$  will be shared between operators and PRS providers according to a 40:60 split (i.e. operators receive  $0.4 \times (1-BD)\%$  of billing shared between them; PRS providers receive  $0.6 \times (1-BD)\%$  of billing and the remaining  $BD\%$  of billing goes directly to the originating operator))
  - e.** BD is set at an initial value of 10%. The proportion of BD is to be updated on a quarterly basis based upon actual bad debt levels experienced by SCO for PRS calls in the previous quarter.
  - f.**  $0.4 \times (1-BD)\%$  of billing is split between originating and terminating operators as follows:

<b>DISTANCE FROM CALLING PARTY TO POI</b>	<b>ORIGINATING OPERATOR</b>	<b>TERMINATING OPERATOR</b>
Metropolitan	37%	63%
National 25km-80km	50%	50%
National 80km-160km	58%	42%
National > 160km	70%	30%

Note: the POI referred to above is the nearest POI between the operator originating the call and the operator terminating the call.

## **6. FREEPHONE**

**6.1** The operator that originates the call will be paid a standard interconnection charge as per the charges outlined in this **Schedule 6**. The exact charge paid will depend on :

- a.** time of day,
- b.** distance from the calling party to the point of interconnection with the operator connected to the Freephone service provider.

**6.2** If there is no point of interconnection between the operator originating the call and the operator terminating the call then a third-party operator will have to carry the call between the originating and terminating operators. For this the third-party operator will receive a transit charge which will depend on :

- a.** time of day,
- b.** distance between the two points of interconnection with the originating and terminating operators respectively.

**6.3** Terminating operators are obliged to pay originating operators interconnect charges for all calls whether the billed revenue is collected from Freephone providers or not. They must guarantee payment regardless of bad debt.

## **7. '131' CALLS**

**7.1** There are no payments between SCO and other operators for 131 calls. The Operator will retain 100% of the revenue collected from Customers for 131 calls. The 131 call will be handed over to SCO at

the nearest point of interconnect (PoI) as circuit-switched data in the same way as a geographic call.

- 7.2** SCO shall route the call to the relevant ISP. However, the Operator is free to negotiate alternative arrangements with SCO if he chooses to do so or he can connect directly to ISPs, bypassing SCO's network.

## **8. PREPAID CALLING CARD SERVICE (PCCS)**

- 8.1** The Party who is providing Prepaid calling card service (whether directly or indirectly through O&M contractor) will be responsible for payment of Charges to the other Party that originates the Call as clause 4 subject to 25% discount.
- 8.2** If there is no point of interconnection between the Party originating the call and the Party terminating the call then a third-party operator will have to carry the call between the originating and terminating operators. For this the third-party operator will receive a transit charge as per clause 4.

## **9. CHARGES FOR SHORT MESSAGE CONVEYANCE SERVICES**

- 9.1** A Party shall charge the other, and the other Party shall pay, for Short Message Conveyance Services at the rate of **Rs. 0.25** for each Short Message terminated on its Network.
- 9.2** For international outgoing SMS originated from a Party's Network using other Party's Network, that Party will receive **Rs. 1.50** per message. Any settlement with foreign carrier for SMS shall be responsibility of the Party originating such SMS.

## **10. EMERGENCY SERVICES AND ENQUIRY CALLS**

- 10.1** The Parties shall pay the Charges for the conveyance of Emergency Calls and Enquiry Calls handed over at the Interconnect Gateway Switch.
- 10.2** The below rate shall be based on the duration of use of the circuit and for the Call Duration of use of a circuit shall start at the time the circuit used for the Emergency Call is seized and end at the time the circuit is released. All Enquiry Calls will be charged for the Chargeable Call Duration. The Charges shall be accounted in per second/units block.
- 10.3** The following types of calls will be treated as emergency calls:
- |           |                         |    |
|-----------|-------------------------|----|
| <b>a.</b> | Emergency Police Rescue | 15 |
| <b>b.</b> | Fire Brigade            | 16 |

- c. Edhi Ambulance 115
- d. Any other calls as notified by the Authority.

**10.4** The following types of calls will be treated as enquiry calls:

- a. Railway Inquiry 117
- b. Flight Inquiry 114
- c. Sui Gas Inquiry 119
- d. SCO Telephone Fault Reporting 1218
- e. SCO Telephone Inquiries 1217
- f. Any other calls as notified by the Authority

**10.5** In the case of emergency / enquiry calls originating in the Operators network and routed to an Emergency / Enquiry Service connected to SCO's network, the following charges will apply:

- a. If SCO's charge to an end user for an equivalent call originated on one of its own lines is zero, then there shall be no payment from Operator to SCO.
- b. If SCO's charge to an end user for an equivalent call originated on one of its own lines is the Local call charge, then Operator shall pay SCO the Metropolitan interconnection charge.
- c. If SCO's charge to an end user for an equivalent call originated on one of its own lines is some other amount than those specified in the preceding points, then Operator shall pay SCO the interconnection charges as mutually agreed between the Parties, subject to approval from the Authority.

## 11. CO-LOCATION CHARGES

S. No.	Requirement	Details		Monthly Rentals	
				Distt. HQs	Other Cities
1	Application Fee (Once)	Per Site	Rs.	10,000	10,000
2	Ordinary Covered	With Standby Power (Per Square Foot)	Rs.	43	50

	Space	Without Standby Power (Per Square Foot)	Rs.	41	37
3	Open Space	On Ground (Per Square Foot)	Rs.	30	28
		On Roof Top (Per Square Foot)	Rs.	45	42
4	Self Supported Tower on Ground	30 meter height	Rs.	39,600	42,900
		50 meter height	Rs.	50,400	54,600
		60 meter height	Rs.	54,000	58,500
5	Antenna (Per Dish / Split)	On SCO Tower	Rs.	12,000	13,000
		On tenant's own Tower		Nil	Nil
		Third Party's Antenna on tenant's own Tower, (Provided engineering design permit installation of additional Antenna)	Rs.	6,000	6,500
6	Sharing of OSP for DSL Service	Per copper pair up to 5 km	Rs.	150	150
7	Electric Power at MirPur, Muzaffarabad & Gilgit	For AC 220 V per Amp	* As per formula given below:		
		For DC 48 V per Amp			

$$* P (AC) = 144.6 \times A (AC) \times R$$

$$P(DC) = 70.2 \times A(DC) \times R$$

Where

P(AC) = AC Power Charges / Month

P(DC) = DC Power Charges/Month

A (AC) = Number of Amperes of AC Current provided to Operator

A (DC) = Number of Amperes of DC Current provided to Operator

R = WAPDA Power Rate / KWh for Commercial Users

- 11.1** Power charges will be mutually agreed by both the Parties on the basis of cost incurred for installation of power connection at all the sites other than MirPur, Muzaffarabad and Gilgit.
- 11.2** SCO may increase the charges for space and tower, as mentioned in above table, at the rate of 10% per annum.

**12. TESTING CHARGES**

- 12.1** SCO shall provide engineering support for the Interconnection Testing and the eventual connection of Operator Network to SCO Network without any charge on reciprocal basis.
- 12.2** Neither Party shall charge the other Party for the Calls made during Interconnection testing.

**13. LATE PAYMENT CHARGES**

- 13.1** Each Party shall be liable to make payment of late payment charges to the other Party or in the Escrow Account, as the case may be, at the rate of KIBOR plus 5% p.a. for payment made after the Due Date for the period of delay.

## **SCHEDULE 7 – BILLING**

### **1. GENERAL**

**1.1** This **Schedule 7** – (Billing) describes the general billing and settlement procedures in respect of Charges for Services provided under this Interconnection Agreement, as well as the procedures for settling any disputes relating to Billing (“**Billing and Settlement Procedures**”).

### **2. BILLING, RECONCILIATION AND SETTLEMENT**

- 2.1** Each Party (the “**Invoicing Party**”) shall employ its reasonable endeavours to issue to the other Party (the “**Invoiced Party**”) within fourteen (14) Calendar Days of each Billing Period an invoice in writing, or such electronic form as may be agreed from time to time, for amounts due in respect of the supply of Services during such Billing Period. The Billing Period shall be monthly unless otherwise determined by the Parties.
- 2.2** The Invoicing Party may send invoices by way of facsimile transmission on the date of issue of the invoice, followed by a hard copy via post.
- 2.3** All invoices shall contain the Billing Verification Information which shall be used by the Invoiced Party only for the purposes of verifying the accuracy of amounts charged on an invoice.
- 2.4** In addition to charging mark-up in accordance with this Schedule or exercising any other rights the Invoicing Party has at law or under this Interconnection Agreement, where an undisputed amount is outstanding and remains unpaid for more than seven (7) Calendar Days after it is due for payment, the Invoicing Party reserves the right to take action, without further notice to the Invoiced Party, to recover any such amount as a debt due to the Invoicing Party. The Invoicing Party will not, however, take such action if it amounts to suspension or termination of this Interconnection Agreement without following the procedures outlined in clauses **20** and **21** respectively of the main body of this Interconnection Agreement.
- 2.5** Payments are deemed to be received on the date the payment is received by the Invoicing Party, unless the payment is subsequently dishonoured, in which case, payment is deemed not to have been received until cleared funds are received by the Invoicing Party together with all dishonoured fees and charges. Payment receipt means the credit of the due amount to the invoicing party’s account.

- 2.6** The Invoiced Party shall pay the Charges payable under this Interconnection Agreement, and upon the terms, and subject to the conditions, set out in this Interconnection Agreement, no later than fourteen (14) Calendar Days from the date of receipt of the relevant invoice (“**Due Date**”). The relevant requirements of clause **8** of the main body of this Interconnection Agreement apply in relation to such payments. For the avoidance of doubt, the Invoiced Party shall pay these Charges to the Invoicing Party regardless of whether the Invoiced Party has received payment from its Customers.
- 2.7** No charges shall be recoverable / adjustable after the lapse of six (6) months from the date of invoice if the same has been omitted to be billed by the Invoicing Party.
- 2.8** The Parties shall record the number and total duration of calls received and terminated and each Party is responsible for recording data for traffic from their own Network for the purpose of verifying the invoiced amounts.
- 2.9** Where a Party is providing Call Transit Service to the Originating Party for Calls terminating on the Terminating Party, it shall collect its share of Transit Charges along with Terminating Party’s Charges from the Originating Party.
- 2.10** The Party providing Call Transit Service, shall pay the Termination Charges to the Terminating Party within the agreed time period, whether that Party receives such Charges from the Originating Party or not.

### **3. INVOICE ERRORS**

- 3.1** If the Invoiced Party discovers an error in an invoice given by the Invoicing Party under this clause **3**, it shall notify the Invoicing Party within 30 days. The Invoicing Party shall make the adjustment necessary to correct that error in its next invoice, if it is able to verify the error.
- 3.2** If the Invoicing Party has omitted or miscalculated Charges from an invoice, the Invoicing Party may include or amend (respectively) those Charges in a later invoice, as long as the Invoicing Party is able to substantiate these Charges to the Invoiced Party and the inclusion or amendment is made within six (6) months of the issuing of the invoice.
- 3.3** If the Invoiced Party makes an overpayment in error, it shall notify the Invoicing Party accordingly within thirty (30) Calendar Days of the date on which the overpayment was made with sufficient details for the Invoicing Party to be able to identify the overpayment. If the

Invoicing Party verifies the overpayment, the Invoicing Party shall return the amount overpaid to the Invoiced Party.

- 3.4** Notwithstanding any other provision in this Schedule, mark-up shall not accrue or become payable in respect of sums added to an invoice in error.
- 3.5** The Parties acknowledge that invoices cannot be warranted as being free from errors.

#### **4. BILLING DISPUTE NOTIFICATION**

- 4.1** If the Invoiced Party wishes to dispute in good faith an invoice prepared by the Invoicing Party ("**Billing Dispute**"), the Invoiced Party must notify the Invoicing Party in writing ("**Billing Dispute Notice**") within fourteen (14) Calendar Days after the date of receipt of that invoice ("**Billing Dispute Notification Period**") and deposit the disputed amount in the escrow account by the Due Date.
  - a.** **4.2A** Billing Dispute may only arise where the Invoiced Party has reasonable grounds to believe that an error has arisen from one of the following circumstances: the Invoicing Party's Billing System is, or has been, defective or inaccurate in respect of the recording of the Calls which are the subject of the dispute;
  - b.** there is, or has been, a discrepancy between the invoice in dispute and the records generated by the Invoicing Party's Billing System;
  - c.** there is, or has been, a fraud perpetrated by the Invoicing Party; or
  - d.** the Invoicing Party has made some other error in respect of the recording of the Calls or calculation of the Charges which are the subject of the Billing Dispute.
- 4.3** A Billing Dispute Notice given under this clause **4** must specify:
  - a.** the reasons for which the Invoiced Party disputes the invoice;
  - b.** the amount in dispute; and
  - c.** details required to identify the relevant invoice and Charges in dispute including:
    - i.** the account number;
    - ii.** the invoice reference number;
    - iii.** the invoice date;
    - iv.** the invoice amount; and

- v. the Detailed Billing Verification Information as specified in the individual service Schedules.
- 4.4** For the avoidance of doubt, no invoices may be disputed after the expiration of the Billing Dispute Notification Period.
- 4.5** On issuance of the Billing Dispute Notice, the Parties shall mutually exchange CDRs within five (5) Business Days of such Billing Dispute Notice, provided the aggregate variation exceeds the threshold of 1%. The CDRs reconciliation shall be completed by the Parties within 15 calendar days of the exchange of CDRs. The contents of the CDRs shall include, but not limited to, the following:
- a. A-Party Number
  - b. B- Party Number
  - c. Start Date
  - d. Start Time
  - e. Call Duration
  - f. Trunk Group In
  - g. Trunk Group Out
  - h. Point of Interconnect (POI)
  - i. Traffic Type
  - j. Peak Off Peak Flag (P, OP1, OP2)
  - k. Zone
- 4.6** While settling the Dispute, following shall apply:
- a. Claim for duplicate calls will be excluded.
  - b. CDRs of Invoicing Party having “B” number out of numbering range of Invoicing Party shall be excluded.
- 4.7** In case the disputed calls are not found in the CDRs of the Disputing Party, the CDRs of the Invoicing Party shall be considered payable by the Invoiced Party unless the Invoiced Party disproves the claim of the Invoicing Party subject to clauses **4.6 (a)** and **4.6(b)**.

## **5. BILLING DISPUTE RESOLUTION**

- 5.1** The Invoiced Party agrees to pay the undisputed portion of any invoice in accordance with the normal payment procedures set out in clause **2.6**.
- 5.2** Where the Invoiced Party has paid an amount and subsequently notifies the Invoicing Party of a Billing Dispute in relation to that amount within the Billing Dispute Notification Period, the Invoicing Party is not obliged to refund any or all of that amount until the Billing Dispute is resolved in respect of that amount. The Invoicing

Party is not required to pay mark-up on any amount refunded under this clause **5**.

- 5.3** The Parties agree to use their reasonable endeavours to promptly resolve any Billing Dispute notified under clause **4**.
- 5.4** If the Parties are unable to resolve any Billing Dispute within thirty (30) Calendar Days (or such other period as the Parties may agree) from the date on which the Billing Dispute Notice is received (“Negotiation Period”), either Party may seek the consent of the other Party to extend the period for resolution of the Billing Dispute stating the exceptional reasons for such extension. The other Party is, however, under no obligation to agree to such extension.
- 5.5** To the extent that a Billing Dispute notified under this clause involves a Billing Dispute with an International Correspondent of the Invoicing Party, the Dispute Resolution Procedures shall be suspended for a reasonable period of time pending resolution of the dispute with that International Correspondent. As a general rule, the period of suspension will not exceed six (6) months. However, the Parties recognise that some Billing Disputes with International Correspondents may take longer to resolve, in which case the Invoicing Party must promptly inform the Invoiced Party of the likely period required for resolution.
- 5.6** Once the Negotiation Period and any extension granted under clause **5.4** has expired, the Billing Dispute may be referred by the Invoiced Party to the procedure described in clause **5.7** (“Billing Dispute Escalation Procedure”).
- 5.7** The Invoiced Party may refer a Billing Dispute to the Billing Dispute Escalation Procedure under this clause **5.7** by notifying the Invoicing Party’s Billing Representative. Each of the Parties shall then appoint a designated representative that has authority to settle the Billing Dispute, and that is at a higher level of management than the persons with direct responsibility for administration of this Interconnection Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Billing Dispute and negotiate in good faith in an effort to resolve such Billing Dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honoured.
- 5.8** Once any Billing Dispute has been resolved to the Parties’ satisfaction, any sum to be paid or repaid shall be paid immediately by the relevant Party.

- 5.9** Although it is the good faith intention of the Parties to use the above Billing Dispute Resolution Procedures to the fullest extent to try to solve Billing Disputes, nothing in this Schedule shall prevent either Party pursuing any other remedy in law or equity that may be available to them if a Billing Dispute cannot be resolved to their satisfaction.
- 5.10** The disputed amount shall be deposited in an escrow account (“Escrow Account”) with a Bank (“Escrow Bank”) by the Invoiced Party by the Due Date. The Escrow Bank and the arrangements relating to Escrow Account shall be agreed by the Parties at the time of execution of the Interconnection Agreement. Upon resolution of the Billing Dispute in terms set out herein, the successful party shall be entitled to all or part of the amount deposited in the Escrow Account on the entitlement ascertained in the resolution of such Billing Dispute along with mark up/profit accrued thereon, and the balance if any (along with mark-up/profit on such balance accrued till that time) shall be provided to the other Party by the Escrow Bank. The Parties shall enter into an Agreement with the Escrow Bank to ensure that the terms of this clause **5** are fulfilled.