



PUBLIC UTILITIES  
COMMISSION  
BELIZE

# **DRAFT**

## **Revised Individual Licence for Telecommunications Service**

ISSUE DATE: SEPTEMBER 9, 2024

[PLACEHOLDER]



**PUBLIC UTILITIES  
COMMISSION  
BELIZE**

## **INDIVIDUAL LICENCE**

*For [Placeholder]*

Licensee: [Placeholder]

Address: [Placeholder]

Licence Reference: [Placeholder]

Issue Date: [Placeholder]

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## PART I: THE LICENCE

The Public Utilities Commission, in the exercise of the powers conferred upon it by the Belize Telecommunications Act, Chapter 229 of the Substantive Laws of Belize, Revised Edition 2020, hereby grants to **[PLACEHOLDER]** an Individual Licence to, or continue to, operate, establish, install, maintain a telecommunications System for the provisions of telecommunications Services within the Licensed Area and between Belize and other countries, subject to the terms of the Licence, the Belize Telecommunications Act, the Public Utilities Act, any By-Laws, Regulations, Orders and Rules made or issued in accordance with these Acts.

For the avoidance of doubt, all terms and conditions herein and in the Schedules annexed hereto, shall be collectively referred and taken by all parties concerned as the Licence.

### 1. DEFINITIONS

In this Licence, unless the context otherwise requires:

“Act” means The Belize Telecommunications Act;

“Agent” means any person authorized by the Licensee to resell any telecommunication equipment and/or Services provided or proposed to be provided by the Licensee under the Licence;

“Associate” means a subsidiary of, or another body corporate controlled by, the Licensee and carrying on business in Belize;

“Commencement Date” means **[PLACEHOLDER]**;

“Commission” means the Public Utilities Commission as defined in the Public Utilities Commission Act, 1999 revised edition 2020;

“Customer” means a Person, (including but not limited to an Operator, Reseller or Value-Added Service Provider) who has entered into a contract with an Operator for the provision of Telecommunication Services on the Operator’s terms and conditions approved in accordance with relevant Conditions of the Operator’s Licence;

“Directory” means a printed or electronic directory containing the name, address and Number of the subscriber to a Fixed Public Telephony, Public Mobile Cellular or Public Radio Paging.

“Directory Enquiry Service” means the provision by a human operator or on an automated basis of the Number of a service subscriber listed in the Directory;

“End User” means the Customer as defined in this Section I;

“Emergency Organization” means those entities assigned Emergency and Safety Services Short Codes in the Belize National Numbering Plan, as amended from time-to-time;

“Financials” see NON-CONSOLIDATED FINANCIAL STATEMENT;

“Financial Year” means the Licensee’s financial year;

“Licence” means the Individual Licence granted to [PLACEHOLDER];

“Licensee” means [PLACEHOLDER] and, for the avoidance of doubt, does not include any Associates of the Licensee;

“Licensed Area” means the territory of Belize; [or placeholder for the area in Belize within which a Licensee is authorized to provide Telecommunications Services]

“Non-Consolidated Financial Statements” means financial statements of the parent company and its subsidiaries that are not combined;

“Number” as defined in the Belize National Numbering Plan, as amended from time-to-time;

“Operator” means the Licensee as defined in this Section I;

“Operator Service” means a telecommunications service, including domestic and international voice calls, provided by the Licensee from any fixed or mobile telephone, either with the assistance of a human operator or an automated basis;

“Other Licensee” means any person, who for the time being, has the benefit of a Class or Individual Licence granted under the *Telecommunications (Licensing Classification, Authorisation and Fee Structure) Regulations 2020*, as amended;

“Person” means any individual, firm, corporation, partnership, trust, Limited Liability Company, joint venture, government entity or other entity;

“PUC Act” means The Public Utilities Commission Act;

“PUC” means the Commission as defined in this Section I;

“Regulatory Sandbox” means a live testing environment where new products, services, processes and business models may be deployed, on a limited set of users, on a non-commercial basis, for a non-renewable specified period of time, with certain relaxations from the licensing conditions imposed by this Licence on the Licensee;

“Subscriber” means a legal or natural person who has a contract with the Licensee to receive licensed Services;

“Universal Access Fund” the fund that may be established by the PUC in accordance with Section 34 of the Act;

“User” means a Subscriber as defined in this Section I.

## 2. TERMS OF LICENCE

- 2.1. The Licence is valid and effective from the Commencement Date and shall remain in effect until the earlier of:
- a) **[PLACEHOLDER]**;
  - b) the date on which the Licensee surrenders the Licence in accordance to Condition 29; or
  - c) the date on which the Licence is revoked pursuant to Section 19 of the Act or in accordance to Condition 31.
- 2.2. The Licence may be further renewed on the Licensee's application not earlier than one year from the date identified in Condition 2.1. a) above, and such renewal shall be subject to such terms and conditions as the PUC may specify upon renewal and to Section 15 (7) of the Act.

## 3. COMPLIANCE

- 3.1. The Licensee shall comply with the provisions of the Act, the Public Utilities Commission Act and any Regulations, Orders, Directives or Rules made thereunder.
- 3.2. Upon a determination by the PUC under Section 42(3) of the Act that the Licensee is a Dominant Operator, the Licensee shall comply with the relevant provisions of the Act and any Regulations, Orders, Directives or Rules made thereunder.
- 3.3. The Licensee shall comply with:
- a) the terms of this Licence, including the Schedules;
  - b) the terms of any licenses, authorisations and permits issues to the Licensee for the use of spectrum and radio-communication stations;
  - c) obligations imposed by the PUC to interconnect with other networks of other Individual Licence holders and any Other Licensee that may be designated by the PUC for this purpose by the PUC, promptly and on reasonable terms and conditions;
  - d) obligations imposed by the PUC in respect to emergency call services;
  - e) obligations imposed by the PUC in respect of public pay telephones and Operator Services; and
  - f) obligations imposed by the PUC in respect to Directory information and Directory Enquiry Services.

## 4. LICENCE FEES AND PENALTIES

- 4.1. The Licensee shall pay the Licence Fees in the manner directed by the PUC.
- 4.2. The Licensee shall submit to the PUC an audited gross revenue Non-Consolidated Financial Statement ("Financials"), or other relevant documents as stipulated by the PUC, within three (3) months of the close of the Financial Year.



- 4.3. In the event that the Licensee fails to submit its Financials, or other relevant documents as stipulated by the PUC, within the timeframe stipulated in Condition 4.2, the Licensee shall be under a continuing obligation to submit the same immediately notwithstanding any penalties imposed by the PUC for breach of Condition 4.2 or this Condition 4.3.
- 4.4. In the event of a dispute over the amount of the Licence fees, such sums that are not disputed shall be payable when due, irrespective of any dispute that may be alleged. That part which is in dispute shall be referred to a mediator acceptable to both parties or, if agreement cannot be reached within sixty (60) days, by using the services of the list of mediators as approved by the High Court of Belize. In the event that the dispute is not resolved by means of negotiation or mediation, the Courts of Belize will have exclusive jurisdiction in relation to the dispute and its resolution.
- 4.5. Without prejudice to any other remedies of the PUC under this Licence or the Laws of Belize, if the Licensee fails to pay any amount due to the PUC by the due date, the unpaid amount will accrue interest daily from the due date to the date of payment at three percentage points above the Treasury Notes Yield over one year as published by the Central Bank of Belize. For the avoidance of doubt, the Licensee shall continue to be subject to its obligations under the Licence and shall not be released from such obligations by reason of any late payment of any Licence fee.
- 4.6. The Licensee shall make such contributions prescribed as universal access development fees pursuant to Section 34 of the Act.

## 5. DESCRIPTION OF SYSTEM AND SERVICES

- 5.1. The Licensee shall establish, install, maintain and operate (or continue to operate) the system (herein referred to as the “System”), for the provision of the services (herein referred to as the “Services”) as identified or described in Schedule A, subject to the specific terms and conditions set out in Schedule B. The Licensee shall not:
  - a) make changes to the System and the Services; and/or
  - b) establish, install, maintain and operate any telecommunication system and/or provide any telecommunication service not described in Schedule A,except with the prior written approval of the PUC.
- 5.2. Where the Licensee intends to:
  - a) make changes to the System and/or the Services; and/or
  - b) introduce a new telecommunication system and/or telecommunication service,the Licensee shall, for the purposes of obtaining the PUC’s prior written approval, provide the PUC with such technical and non-technical information as may be required by the PUC within such period as may be specified by the PUC.
- 5.3. Any approval given by the PUC under Condition 5.2 shall be subject to such terms and conditions as the PUC may, in its discretion, impose.

## 6. INNOVATION AND TECHNOLOGY DEVELOPMENT

- 6.1. The PUC may, for the purposes of encouraging and facilitating innovation and technological development in telecommunications, create one or more Regulatory Sandbox(es), in such manner, and for such duration, as may be described.
- 6.2. The sandbox will offer Licensees the opportunity to run a trial where some rules have been temporarily removed.
- 6.3. Each trial will run for a set period of time with a limited number of customers.
- 6.4. The trial is expected to have explicit learning objectives to test the viability of the Service or System.
- 6.5. At the end of the trial, all rules will apply as normal, and the Licensee shall file a report on the trial within 30 days following the completion of the trial pursuant to Condition 6.3 above, upon which the PUC may make future policy decisions.

## **Part II      TECHNICAL OBLIGATIONS**

### **7. USE OF TELECOMMUNICATION EQUIPMENT IN THE SYSTEM**

- 7.1. The Licensee shall ensure that the necessary network components of the System are type approved by the PUC and shall obtain any necessary compliance certificates in accordance with the respective Regulations.
- 7.2. The Licensee shall further ensure that it complies with the provisions of Condition 7.1 in respect of all new network components of the System procured by it after the Commencement Date of this Licence.
- 7.3. The Systems installed, maintained and operated by the Licensee shall throughout the term of the Licence conform to such applicable technical specifications and international standards as existing at the time. The Licensee shall introduce measures and at all times use its resources to ensure that components of the Systems, including the terminal equipment operated by the Licensee, shall comply with any applicable international standards.
- 7.4. The Licensee shall comply with any additional technical standards as approved or specified by the PUC and shall not alter any of these specifications except with the prior written approval of the PUC.

### **8. OPERATION OF RADIO-COMMUNICATION STATIONS**

- 8.1. The Licensee shall apply for and obtain all necessary rights and Licenses required for the operation of any radio-communication station or network comprised in the System and shall comply with the terms and conditions imposed thereunder, including the payment of all applicable fees associated with the operation of the radio-communication station or network comprised in the System.
- 8.2. Any change to the location, equipment, frequencies, emissions, power, polarization, aerial characteristics and other technical parameters of any radio-communication station shall be in a manner prescribed by the PUC for prior approval.
- 8.3. The Licensee shall comply, at its own cost, with any requirements and guidelines established by the PUC on the height of the antenna of any radio-communication station comprised in the System.

### **9. USE OF RADIO FREQUENCIES**

- 9.1. The Licensee shall:
  - a) Apply to the PUC to request for the use of any radio frequency;

- b) Pay all associated fees to the PUC;
  - c) Adhere strictly to the assigned frequency range(s); and
  - d) Use the radio frequencies authorised to the Licensee to enable the effective and efficient operation of the System and the provision of Services.
- 9.2. The Licensee shall take all necessary steps to ensure that the use of the System and the radio-communication stations and networks comprised therein is safe and does not cause interference to other existing radio-communication stations or networks operating in the same area or radio frequency band or in other areas or radio frequency bands. The Licensee shall also take appropriate measures to ensure that the System and the radio-communication stations and networks comprised therein are adequately protected from interference that may be caused by other radio-communication stations or networks operating in the same area or radio frequency band or in other areas or radio frequency bands.
- 9.3. In the event of causing interference, the Licensee shall:
- a) immediately cease operations or reduce power if required by the PUC;
  - b) investigate and resolve the cause of the interference; and
  - c) implement such additional measures required by the PUC to prevent recurrence.
- 9.4. The Licensee shall co-operate with the PUC for the purposes of assisting the PUC in coordinating and managing the use of radio frequencies in relation to neighbouring countries, including but not limited to, the provision of information to the PUC and the reduction of emission levels of any radio-communication station and network comprised in the System.
- 9.5. The PUC may, to enable the more efficient use of spectrum, re-farm or harmonise any frequency range assigned to the Licensee, subject to such terms and conditions as may be determined by the PUC.
- 9.6. The PUC may, to promote the efficient and optimal use of available spectrum, assign a particular part of the spectrum that has already been assigned to the Licensee (“the Primary Assignee”) to one or more additional entities (“the Secondary Assignees”) where such secondary assignment does not cause harmful interference in the use of the relevant part of the spectrum by the Primary Assignee, subject to such terms and conditions as may be prescribed.

## Part III ACCESS AND INTERCONNECTION OBLIGATIONS

### 10. EQUAL ACCESS / ACCESS TO FACILITIES

- 10.1 Pursuant to Section 22 of the Act, the Licensee shall grant or assist another Licensee by sharing its infrastructure with any Other Licensee making an application or request for infrastructure sharing.
- 10.2 The Licensee shall prepare a standard access-to-facilities agreement for use with other Licensees within three months of any request and a copy of the agreement shall be filed for approval with the PUC. Any agreement shall not be entered into unless the infrastructure sharing agreement is approved in writing by the Commission.
- 10.3 The cost of an infrastructure sharing agreement, shall be based on cost –orientated rates that are reasonable and arrived at in a transparent manner having regard to economic feasibility and sufficiently unbundled such that the provider requesting infrastructure sharing does not have to pay for those components that are not required for the sharing of infrastructure to be provided.
- 10.4 Without prejudice to the foregoing, access provided under Condition 10.1 shall include but not be limited to the sharing by the Licensee of any line, cable, radio, equipment, antenna, tower, mast, tunnel, pit, pole or other structure or thing used, or intended for use in the connection with a telecommunication network with Other Licensees within the country of Belize.
- 10.5 If the Licensee and any Other Licensee fail to reach agreement within sixty (60) days in respect of a request by the Other Licensee for access, and the PUC considers that such access is essential as being the only economically feasible means by which the System, or parts thereof, can be installed, the PUC may order the Licensee to allow access on reasonable terms, unless the PUC determines that the Licensee, alone or with any other person willing or required to do so, is unable to grant the necessary access, or that it would otherwise be unreasonable for it to do so.

### 11. INTERCONNECTION ACCESS

- 11.1 The Licensee shall comply with the PUC’s interconnection and access framework, arrangements and requirements including all applicable codes of practice, guidelines, directions and other instruments which the PUC may issue from time-to-time.
- 11.2 The Licensee shall not enter into any interconnection agreement, unless the agreement is approved in writing by the Commission.
- 11.3 The cost of providing interconnection shall be based on cost orientation rates which are reasonable and arrived at in a transparent manner and shall be sufficiently unbundled such that the provider requesting interconnection does not have to pay for components that are not required for the interconnection service to be provided.

11.4 The Licensee shall comply with the following requirements:

- a) not to unduly discriminate in relation to the provision of interconnection or access, in particular, by applying equivalent conditions in equivalent circumstances to Other Licensees providing equivalent services, and providing them with services and information (including technical specifications and network-related information) under the same conditions and of the same quality as it provides for its own services or those of its Associates;
- b) not to adopt any technical specifications that would unreasonably or unnecessarily obstruct or impede the ability of Other Licensees to interconnect with the Licensee's facilities or Access parts of the Licensee's network; and
- c) enter into an interconnection agreement with any Other Licensee within 90 days of receipt of a reasonably detailed written request for interconnection or within such other timeframe as may be required by the PUC; provided, however, that the Licensee shall not be required to enter into an interconnection agreement or provide interconnection service if the PUC determines that interconnection would be technically infeasible, could reasonably be expected materially to impair the quality of any of the Licensee's Services, or would threaten the integrity, security or interoperability of the Licensee's System.

11.5 Where any payment, due to the Licensee from any Other Licensee under an interconnection agreement remains unpaid for 60 days after the due date and such non-payment is not the subject of a bona fide dispute, the Licensee may seek approval from the PUC to discontinue Interconnection service to that Customer.

11.6 For the avoidance of doubt, the Licensee shall at all times obtain the prior written approval of the PUC before it disconnects, or discontinues interconnection services howsoever and in any circumstance, to any Other Licensee that is interconnected with the Licensee's Systems during the term of this Licence.

## 12 CONNECTION OF OTHER SYSTEMS AND EQUIPMENT

12.1 The Licensee shall connect to the System on request and at appropriate connection points, which it shall provide for this purpose:

- a) any equipment approved or exempted from approval by the PUC for connection to the System; and
- b) any public or private telecommunication system approved, Licensed or exempted from approval or licensing by the PUC and that meets any other requirements, which the PUC may impose from time-to-time.

12.2 Notwithstanding Condition 12.1, the Licensee shall cease to connect or refuse to connect to the System any equipment or telecommunication system that:

- a) has not been approved, Licensed or exempted from approval or licensing by the PUC;  
or
- b) no longer meets the requirements for approval or licensing by the PUC, in respect of which the PUC has issued a notice to that effect to the person who has, under his control, such equipment or telecommunication system.

12.3 The terms and conditions for the connection of any equipment or telecommunication system to the System shall be determined by agreement between the Licensee and the owner or operator of such equipment or telecommunication system except in so far as the terms and conditions are prescribed in or required by the Act, the Licence and/or applicable codes of practice, guidelines, directions and other instruments which the PUC may issue from time-to-time.

## Part IV SERVICE OBLIGATIONS

### 13 CONSUMER PROTECTION

- 13.1 The Licensee shall, in offering to provide, or providing, telecommunication Services, publish clear, transparent and up-to-date information regarding its rates, standard terms and conditions. Publication shall be effected by:
- a) placing such information on any relevant website operated by the Licensee or, if no such website exists, placing a copy of such information in every major office of the Licensee such that it is readily available for inspection free of charge by members of the general public during normal office hours;
  - b) placing notices on two television stations during prime time at least three times per week (Monday through Friday) for four consecutive weeks, for a total of twelve (12) broadcasts;
  - c) sending a copy of such information or any appropriate parts of it to any Subscriber who requests such information; and
  - d) filing a copy and subsequent amendments with the Commission.
- 13.2 The Licensee must ensure that any modifications to the terms and conditions of service are communicated clearly and comprehensively to subscribers. The notice shall include a summary of the changes, the effective date, and instructions on how subscribers can obtain further information or contact customer service for clarification. The Licensee shall provide a minimum of 30 days' notice to the affected subscribers. Such notices shall be given through multiple channels, including, but not limited to SMS, email, and notification on the Licensee's official website.
- 13.3 Subscribers shall have the right to terminate their service without penalty if they do not accept the new terms and conditions. The Licensee must inform subscribers of this right in the notice of changes. Subscribers wishing to terminate must notify the Licensee within 15 days of receiving the notice.
- 13.4 The PUC may direct the Licensee, from time-to-time, to change the Licensee's standard terms and conditions. The PUC would consider, in particular, whether terms are easy to understand, transparent, relevant and accessible.
- 13.5 The Licensee shall publish an appropriate code of practice ("Consumer Code") for the resolution of Subscriber or User disputes and including but not limited to the non-payment of bills and disconnection. The PUC may from time-to-time issue directions to the Licensee specifying any modifications or additions that the PUC considers should be made to the Consumer Code.
- 13.6 The Consumer Code shall identify a transparent, simple, inexpensive procedure in order to address, inter alia, the following:



- a) the appointment of a representative of the Licensee to be the first point of contact for members of the public;
- b) a means of recording complaints and disagreements against the Licensee;
- c) the procedure and timeframe in which the Licensee will respond to complaints and disagreements;
- d) the method and duration of retention of records of complaints and disagreements; and

If a complaint or disagreement remains unresolved, either party may invoke the PUC's dispute resolution procedure that is in force at the time of the dispute.

13.7 The Consumer Code may be amended by the Licensee from time-to-time, provided that the Licensee shall notify the PUC and publish the proposed changes 20 working days in advance of their coming into effect. The PUC may issue directions to the Licensee as to the changes, including but not limited to directions not to make the changes, directions to amend the changes further or directions as to the timing of the changes.

13.8 The Consumer Code shall include a statement setting out the minimum service levels for Users and Subscribers in respect of each category of telecommunications Services it offers, any exceptions to these, and the compensation or refunds it will offer to Subscribers or prospective Subscribers, or to Users, where service levels are not met. The Licensee shall also submit the statement to the PUC.

13.9 The PUC may consult on the statement provided in accordance with Condition 13.8 above and issue directions to the Licensee specifying any modifications or additions that should be made to the statement. The Licensee shall then re-publish the statement, in accordance with any directions as to publication made by the PUC, and shall forthwith implement the same. The PUC may from time-to-time issue further directions requiring modifications or additions to the statement and as to its re-publication and implementation.

13.10 The Licensee shall keep records, and shall make them available to the PUC upon request, which show:

- a) the extent to which the Licensee has succeeded in meeting the targets described in Condition 13.8;
- b) the compensation that has been paid in relation to complaints or disagreements where the Subscribers or Users complaints were upheld and why complaints were dismissed;
- c) the changes made to the Licensee's standard terms and conditions and the dates of these changes; and
- d) such other matters that the PUC directs should be included in records.

13.11 Where the Licensee is providing a Service in a dominant position or the PUC detects anticompetitive practices or acts of unfair competition, the rate of any fee or tariff to be levied by the Licensee will be determined in accordance with the Regulations promulgated by the PUC.

13.12 Rates for Telecommunications Services, except those regulated under Condition 13.11, shall be determined by the principles of supply and demand in the market.

13.13 The Licensee shall participate in good faith in any dispute resolution procedure established by the PUC for the resolution of disputes.

## 14 QUALITY OF SERVICE

14.1 Licensees shall use reasonable endeavours to ensure that the services provided are reliable, provided with due care and rendered in accordance with the standards reasonably expected of a competent provider of those services and at a reasonable price.

14.2 The PUC reserves the right to establish technical and non-technical quality of service standards applicable to the Services provided by the Licensee and the Licensee shall comply with such arrangements and standards.

14.3 Quality of service standards shall be subject to periodic reviews to reflect technological advancements, changing consumer needs, and evolving industry best practices.

## 15 PROVISION OF INFORMATION TO THE PUC

15.1 For the purpose of monitoring the Licensee's compliance with the terms and conditions and the Act, the Licensee shall provide to the PUC in the manner and at the times required by the PUC, any documents, accounts, returns, estimates, reports or other information including but not limited to the documents, accounts, returns, estimates, reports and other information specified in this Licence. The Licensee undertakes to the PUC that any such document and information provided to the PUC shall be true, accurate and complete.

15.2 The PUC may require an examination, investigation or audit of any aspect of the Licensee's business relating to the System or Services or its compliance with the terms and conditions and the Act, and the Licensee shall provide any assistance requested by the PUC in relation to any such examination, investigation or audit. The PUC may issue directions with regard to the manner in which such examination, investigation or audit is carried out.

15.3 In particular, the PUC may authorise a person to carry out an examination, investigation or audit or may require the Licensee to arrange for an examination, investigation or audit of any aspect of the System or the provision of the Services to ensure compliance with the terms and conditions. The Licensee shall allow the PUC's authorised representative to attend at, enter and inspect any premises under the Licensee's or any of its Associates' control, and to take copies of any documents and to acquire any information in the control of the Licensee or any of its Associates, as may reasonably be required in order to carry out the examination, investigation or audit.

15.4 The Licensee shall bear all reasonable costs associated with any examination, investigation or audit conducted under this Condition 15.

15.5 The Licensee shall notify the PUC of any change or inaccuracy in the information and particulars submitted to the PUC, including changes to its name, address and contact particulars, within five (5) calendar days (inclusive of weekends and public holidays) of such change. For the avoidance of doubt, this condition does not relieve the Licensee of its obligation to obtain the PUC's prior approval specified under any other conditions in the Licence.

## **16 COMPLIANCE WITH ACCOUNTING SEPARATION / UNIFORM SYSTEM OF ACCOUNTS**

16.1 The PUC may require the Licensee to maintain separate financial data and accounts for the Services provided by the Licensee and the Licensee shall comply with such requirements. At the PUC's request, the Licensee shall submit its financial data and accounts to the PUC for inspection and verification.

16.2 The Licensee shall comply with the practices, principles and requirements set out in the accounting separation guidelines established by the PUC and any other additional or supplemental guidelines which the PUC may issue from time-to-time.

## **17 CONFIDENTIALITY OF SUBSCRIBER INFORMATION**

17.1 The Licensee shall ensure the confidentiality of subscriber information, and comply with any codes of practice or guidelines issued by the PUC in relation to the use of subscriber information.

17.2 Notwithstanding Condition 17.1, the Licensee shall disclose information to the relevant authorities in the exercise of their functions and duties and in accordance with the Act.

## Part V: OTHER OBLIGATIONS

### 18 PROHIBITION OF UNDUE PREFERENCE AND UNDUE DISCRIMINATION

- 18.1 The Licensee shall not show undue preference towards, or exercise undue discrimination against any person or class of persons in respect of, inter alia, any of the price and performance characteristics of the Services provided or any term and condition under which the Services are provided. In particular, the Licensee shall not give any undue preference to, or receive any unfair advantage from, a business carried on by the Licensee, the Licensee's associated or affiliated company, or any other person, if the PUC is of the opinion that the Licensee's competitor could be placed at a significant competitive disadvantage or that competition would be prevented or substantially restricted.
- 18.2 The Licensee shall not show undue preference to, or exercise unfair discrimination against, any User or Other Licensed Operator regarding access to facilities, as provided in Condition 10. The Licensee will be deemed to be in breach of this Condition if it favours any business carried on by the Licensee or an Associate or Other Licensed Operator so as to place Other Licensed Operators competing with that business at an unfair disadvantage in relation to any Licensed activity.

### 19 PROHIBITION OF CROSS-SUBSIDIES AND ANTI-COMPETITIVE CONDUCT

- 19.1 The Licensee shall not unfairly cross-subsidise or unfairly subsidise the establishment, operation or maintenance of any System or Service.
- 19.2 To enable the PUC to evaluate where any unfair cross-subsidisation or unfair subsidisation is taking place, the Licensee shall record at full cost in its accounting records any material transfer of assets, funds, rights or liabilities between a part and any other part of its business, and between it and any Associated Company, and shall comply with any directions issued by the PUC for this purpose.
- 19.3 The Licensee shall not enter into any agreement or arrangement, whether legally enforceable or not, which shall in any way prevent or restrict competition in relation to the operation of the Systems or the provision of the Services by the Licensee or any other telecommunication System and/or Services Licensed by the PUC.

### 20 PROHIBITION OF LINKED SALES

- 20.1 Except where the PUC agrees otherwise, the Licensee shall not make it a condition of:
- a) providing any Service;

b) supplying any telecommunications equipment;

that any Person should acquire from the Licensee or from any other Person specified or described by it:

- i. any Service other than the Service requested save where that Service cannot be provided without the provision of that other Service; or
- ii. any telecommunications equipment not incorporated in the Systems supplied save where the Service requested cannot otherwise be provided or the telecommunications equipment cannot otherwise be used.

20.2 Notwithstanding Conditions 20.1 the Licensee may, where it supplies as part of the same transaction or interconnected series of transactions two or more items of telecommunications equipment, offer quantity discounts or more favourable terms and conditions in respect of quantity in relation to such Equipment which it so supplies whether those items or Equipment are of the same or different descriptions.

## 21 PROHIBITION OF CERTAIN EXCLUSIVE DEALING ARRANGEMENTS

21.1 Subject to Condition 21.3, the Licensee shall not make the acquisition from any Person or the installation or servicing of any telecommunications equipment by any Person conditional upon agreement from that Person to:

- a) supply to the Licensee, or to supply or not to supply to any other Person, telecommunications equipment of a different description;
- b) provide to the Licensee, or to provide or not to provide to any other Person, any Service of a different description; or
- c) transfer to the Licensee or to any other Person any interest in Industrial or Intellectual Property with a view to either restricting the freedom of the supplier of the telecommunications equipment or the provider of the Service to exploit his Industrial or Intellectual Property or to confer on the Licensee or some other Person an unfair competitive advantage.

21.2 The Licensee or any of its wholly owned subsidiaries shall not make the acquisition of telecommunications equipment conditional upon the agreement of the supplier not to supply to any other Person telecommunications equipment of the same description.

21.3 Notwithstanding Condition 21.1 or any direction under Condition 21.2, the Licensee shall be free:

- a) to agree with any Person to supply telecommunications equipment of any description which is distinguishable by its external appearance, or by any marking or similar attribute, from other Equipment of the same description, and which is or is intended to be thereby associated with the Licensee or to a wholly owned Subsidiary;
- b) to require that other telecommunications equipment should be supplied or another Service should be provided with or in connection with any Equipment or Service being acquired where the supply of such telecommunications equipment or the provision of such Service is required to cause the full use of the telecommunications equipment being acquired or the Service being provided;

- c) to require any Person who supplies telecommunications equipment or who provides Services to enter into an agreement of the kind referred to in Conditions 21.1 or 21.2 where the Licensee makes available research, design or development work or where the Licensee agrees to finance such work on terms that an agreement will be entered into.

## **22 AGENTS**

22.1 The Licensee's rights under this Licence may be exercised partially through duly authorized Agents, it being understood that the Licensee shall have the discretion to determine and implement the appropriate means of marketing and distribution of its services inclusive of the appointment and termination thereof of its Agents.

22.2 The Licensee shall, subject to the following terms and conditions, be responsible for the acts and omissions of its Agents:

- a) the liability of the Licensee for any acts or omissions of any of its Agents in relation to the exercise of such rights shall be limited to acts or omissions which constitute contraventions of the terms and conditions of this Licence;
- b) the Licensee shall stipulate adequate provisions in its contracts with its Agents to ensure that the exercise by an Agent of any of the rights of the Licensee does not contravene any of the terms and conditions of this Licence;
- c) should the Licensee's Agent commit any act or omission in contravention of a Condition of this Licence, the Licensee shall upon becoming aware thereof, immediately notify the PUC of the breach and the remedy proposed to correct the situation, and act as expeditiously as is reasonably possible to remedy such contravention and the Licensee shall be afforded reasonable time for such purposes; and
- d) The PUC shall upon becoming aware of any contravention of Licence Conditions by the Licensee's Agents or any complaints lodged with the PUC in relation thereto forthwith in writing notify the Licensee accordingly.

## **23 PRE-NOTIFICATION OF CHANGES IN SHAREHOLDING**

23.1 The Licensee shall notify the PUC of any change in the proportion of its shares held cumulatively by any shareholder (either held directly or through a nominee, associate or trustee) or the acquisition of any of its shares by a Person not already holding any such shares and the proportion of any such shares held by that Person immediately after that acquisition if by reason of that change or acquisition, the total number of shares in the Licensee held by that Person:

- a) exceeds 15% of the total number of shares in the Licensee (where it did not exceed 15% prior to that change or acquisition); and
- b) thereafter, any change which amounts to increments of 5% or more of the number of shares in the Licensee.

- 23.2 The Licensee shall notify the PUC not later than 15 days after the taking effect of any of the following:
- a) any arrangement for obtaining a listing of any shares in the Licensee on an International Stock Exchange if such listing shall have the effect of vesting greater than 50% (fifty per cent) of the issued voting share capital of the Licensee in a manufacturer or supplier of telecommunications equipment; and
  - b) any arrangement for dealings in any shares in the Licensee on an unlisted market in Belize where such a transaction would result in the Person purchasing such shares having in excess of 5% of the total number of shares in the Licensee.
- 23.3 This condition applies to all shares in the Licensee, the holder of which for the time being is entitled to vote on any matter at a general meeting of the Licensee.
- 23.4 Not later than three months following the end of the Licensee's fiscal year, the Licensee shall deliver to the PUC a report on the current shareholding of the Licensee within the preceding fiscal year.

## **24 DISPUTE RESOLUTION**

- 24.1 In the event that the Licensee fails to reach an agreement with Other Licensees on matters relating to the requirements of the Act, the Licence, terms and conditions, practices, guidelines or directions issued by the PUC from time-to-time, the dispute shall be referred to the PUC for resolution, The licensees shall abide by the decision of the PUC. For the avoidance of doubt, the PUC shall determine such disputes in its capacity as the regulatory authority and not as an arbitrator.
- 24.2 Where any dispute arises under any agreement which the PUC is required to approve under the Act between Licence holders, the dispute shall be referred to the PUC for resolution, whose decision shall be binding on all parties concerned. For the avoidance of doubt, the PUC shall determine such disputes in its capacity as the regulatory authority and not as an arbitrator.
- 24.3 In the event that the Licensee fails to reach an agreement with Other Licensees on matters relating to the requirements of the Act, the Licence, terms and conditions, practices, guidelines or directions issued by the PUC from time-to-time, the dispute shall be referred to the PUC for resolution, The licensees shall abide by the decision of the PUC. For the avoidance of doubt, the PUC shall determine such disputes in its capacity as the regulatory authority and not as an arbitrator.
- 24.4 A decision which is expressed to take effect forthwith shall not be suspended but shall continue in operation unless the High Court of Belize otherwise orders.

## **25 CO-OPERATION WITH CIVIL/PUBLIC BODIES**

25.1 The Licensee shall co-operate with the relevant Government ministries, departments, statutory boards or official agencies in all possible ways to support national security, and public safety and security.

## **26 PARTICIPATION IN EMERGENCY ACTIVITIES**

26.1 The Licensee shall, where directed by the PUC, participate in any emergency activities or preparations thereof in collaboration with other relevant agencies, organisations and Government ministries and departments, in accordance with the laws of Belize.

26.2 The Licensee shall, unless expressly notified, keep in strict confidence any information or document pertaining to Condition 26.1 as well as the fact that the PUC has requested the Licensee to participate in such emergency activities and preparations.

26.3 The Licensee shall, after consultation with the National Emergency Management Organization “NEMO”, other relevant Government departments, and the PUC, develop, maintain, and update on a regular basis plans or other arrangements a plan for the provision of Services as may be possible during an emergency and the rapid restoration of such services after a disaster (the “Disaster Recovery Plan”).

26.4 The Disaster Recovery Plan, and subsequent updates, shall be filed with the PUC.

## **27 DIRECTION BY THE PUC**

27.1 In exercise of its powers, functions and/or duties under the Act, the PUC Act, such other applicable written laws in force in Belize and/or the Licence, the PUC may from time-to-time issue directions to the Licensee and the Licensee shall comply with such directions within such time as may be specified by the PUC.

27.2 The PUC may, by written notice to the Licensee, amend, vary or revoke either wholly or in part any directions issued pursuant to Condition 27.1 and the Licensee shall, at its own expense, comply with such amended, varied or revoked direction accordingly.



## Part VI: SUSPENSION, CANCELLATION, VARIATION OR TERMINATION

### 28 PENALTY FRAMEWORK FOR BREACH OF ORDERS AND LICENCE CONDITIONS

28.1 If the Commission is satisfied that a Licensee is contravening, or has contravened, whether by act or omission —

- a) any of the conditions of the Licence or part thereof;
- b) any provision of any code of practice or standard of performance issued by the PUC; or
- c) any term of condition of participating in a dispute resolution scheme;

the Commission may issue such written order to the Licensee as the Commission considers requisite for the purpose of securing compliance thereof.

28.2 Where the Licensee fails to comply with an order of the Commission under 28.1 above within the time specified therein, the Licensee shall be subject to a financial penalty not exceeding \$50,000 dollars and to a further fine of one thousand dollars for each calendar day that the offence continues.

### 29 SURRENDER OF LICENCE OR CESSATION OF SYSTEMS OR SERVICES

29.1 The Licensee shall provide written notice to the Commission of its desire at least one (1) year prior if it intends to surrender the Licence. Such surrender of a licence shall not take effect without the prior written consent of the PUC.

29.2 In the event that the Licensee desires to terminate any of the Services it provides, the Licensee must obtain the PUC's prior written approval. The Licensee shall give six (6) months prior written notice if it intends to terminate any of the Services it provides. In the case where the Licensee intends to terminate all of the Services it provides under the Licence, the Licensee shall be deemed as intending to surrender or terminate the Licence and be subject to Condition 29.1 above.

### 30 MODIFICATION OF THE LICENCE

30.1 Subject to Conditions 30.2 and 30.3, the PUC may amend this Licence or issue new terms and conditions from time-to-time where objectively justifiable, if the PUC determines that such amendment or condition is necessary to achieve the objectives of the Act or any relevant Regulations, in compliance with Belize's international commitments or is in the public interest, taking into consideration the reasonable interest and contractual rights of the Licensee.

30.2 Before modifying or amending this Licence, the PUC will consult with the Licensee regarding the proposed amendment, and the Licensee may make submissions to the PUC

within the time period specified by the PUC but not less than 30 (thirty) days from the date of the commencement of consultation.

30.3 After expiry of the period of consultation in Condition 30.2, the PUC shall take into consideration any submission made by the Licensee and the principles of fair competition and equality of treatment, amongst others.

30.4 Any amendment to this Licence shall be made in accordance with the provisions of the Act.

## **31 REVOCATION**

31.1 The PUC may initiate enforcement proceedings pursuant to the Act if there is reason to believe that the Licensee has contravened the terms of this Licence. The Licensee shall participate in good faith in such enforcement proceedings. Upon finding that the Licensee has contravened this Licence, the PUC may, among other things, issue a warning, direct the Licensee to remedy the contravention or make restitution, impose financial penalties in accordance with the Act, or modify or suspend this Licence and any associated licences.

31.2 Where relevant, if after one (1) year from the date of issuance of this Licence the Licensee does not provide the Service(s), the Licensee shall forfeit the licence to supply the said Service(s). Upon forfeiture under this clause, there shall be no refund of any fees, or charges whatsoever that have been paid in respect of this granting of the Licence.

## **32 LICENCE TRANSFER/ASSIGNMENT**

32.1 The Licensee shall not assign, transfer, sublet or otherwise dispose of its rights, duties, liabilities, obligations and privileges under the Licence to any person except with the prior written consent or approval of the PUC.

32.2 For the avoidance of doubt, this Licence is personal to the Licensee and shall not, without the prior express written consent or approval of the PUC, be operated by any third-party organization or Person whomsoever, including but not limited to the Licensee's Associates.

32.3 The Licensee shall give the PUC 90 days prior written notice of its intention to assign or transfer a licence. Transfer includes passing the licence to person whether or not that person has a business activity or has significant assets, other than the initial Licensee by:

- a) giving that person control over the operation of the System or Services;
- b) assignment; or
- c) any other means

32.4 The PUC may give any such consent or approval subject to terms and conditions, which the PUC at its discretion may impose.

### **33 APPROVAL OF JOINT VENTURES**

33.1 Where the Licensee intends to enter into any joint venture, association, contract or arrangement with a third party, the effect or purported effect of which would be to permit a person who is not originally a party to the Licence to share in any benefit of, or otherwise gain any right or privilege under the Licence, or which would otherwise result in a breach or circumvention of Condition 32.1, the Licensee shall seek the Commission's prior written approval before entering into such joint venture, association, contract or arrangement and the Commission's approval shall be subject to such terms and conditions as the PUC may, in its discretion, impose.

33.2 The Commission may, at any time, direct the Licensee to effect any change it deems necessary in any term and condition of the joint venture, association, contract or arrangement referred to in Condition 33.1. If the Licensee fails to effect the necessary changes required by the PUC, the PUC may direct the Licensee to terminate any such joint venture, association, contract or arrangement and the Licensee shall comply with such direction within such time as may be specified by the PUC. For the purposes of this Condition 33, every such joint venture, association, contract or arrangement must include a provision subjecting the joint venture, association, contract or arrangement (as the case may be) to such directions as the PUC may issue from time-to-time.

33.3 Nothing in Condition 33.2 shall be construed as requiring the Licensee to obtain the approval of the PUC for the appointment of Agents or for the engagement of independent contractors or sub-contractors to carry out any work or provide any service which enable the Licensee to discharge its duties and obligations under the Licence provided that the Licensee shall be liable to the PUC for any act, omission, default, neglect or otherwise of the Agents, independent contractors or sub-contractors in carrying out any such work or providing any such service.

### **34 EXCEPTIONS AND LIMITATIONS ON OBLIGATIONS**

34.1 Unless the context otherwise requires the Licensee's obligations under these conditions shall have effect subject to the following exceptions and limitations:

- a) the Licensee is not obliged to do anything that the PUC shall determine not to be practicable after due representation has been made thereon to the PUC by the Licensee.
- b) the Licensee shall not be held to have failed to comply with an obligation imposed upon it by or under these conditions if and to the extent that the Licensee is prevented from complying with that obligation by any physical, topographical or other natural

- obstacle, the malfunction or failure of any equipment where the PUC determines that reasonable measures were taken beforehand to prevent such malfunction or failure;
- c) the act or omission of any national authority, local authority, or international organization; or
  - d) any other factor, which, in the opinion of the PUC, is beyond the Licensee's reasonable control and which notwithstanding the exercise by it of reasonable diligence and foresight, the Licensee was unable to prevent or overcome,

provided that the Licensee shall use all reasonable endeavours to resolve in a timely manner any factor preventing compliance with its obligations and the Licensee shall immediately resume compliance with its obligations as soon as the factor which prevented such compliance thereof is resolved.

### **35 GOVERNING LAW**

35.1 The Licence shall be governed by and construed in accordance with the laws of Belize.

### **36 SEVERABILITY**

36.1 Every condition and part thereof shall be construed as a separate and severable provision so that if any condition or part thereof is held to be invalid, unenforceable or illegal for any reason, the remainder of the Licence shall remain in full force in every aspect.

### **37 NOTICES**

37.1 Notices to the Licensee under the Licence shall be in writing and delivered to the address shown on the cover page of the Licence to the attention of the Chief Executive Officer.

37.2 Notices to the PUC under the Licence shall be in writing and delivered to the Chairperson of the PUC at the business address of the PUC.

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**[DEAN E. MOLINA]**  
**CHAIRPERSON**

## SCHEDULE A: THE SYSTEM AND SERVICES

### 1. THE SYSTEM

- 1.1. The System established shall be as stated in the Licensee's application dated [PLACEHOLDER], and in particularly described in [Placeholder for Licence Application Section describing the System]

### 2. THE SERVICES

- 2.1. The Services provided shall be as stated in the Licensee's application for the Licence dated [PLACEHOLDER], as follows: [Delete as necessary]:

1. Fixed Public Telephony (wireline or wireless)
2. Public Mobile Cellular
3. Public Radio Paging
4. Internet Networks

- 2.2. The provision of those telecommunications services that can also be provided by Class Licenses under a General Authorisation pursuant to the Licensee submitting formal applications to the PUC using the prescribed forms and format and be subject to the applicable fees, if any.

## SCHEDULE B: SPECIFIC TERMS AND CONDITIONS

With reference to the System and Services described in Schedule A, the Licensee shall comply with the specific terms and conditions set out in the applicable Annex [enter identifiers] to this Schedule B.

## **ANNEX 1: SPECIFIC TERMS AND CONDITIONS FOR VOICE TELEPHONY NUMBERING REQUIREMENTS**

### **1. NUMBERING ARRANGEMENTS**

- 1.1. The Licensee shall comply with the Belize National Numbering Plan and the PUC's framework and guidelines on the usage, allocation and assignment of numbers.
- 1.2. The Licensee shall be responsible for all cost associated with implementing the Belize National Numbering Plan and any changes as prescribed by the PUC from time-to-time.
- 1.3. The Licensee shall install, maintain and adjust its Systems so that it routes messages and otherwise operate in accordance with the National Numbering Plan, including any requirement relating to Number Portability as set out in Condition 2.
- 1.4. The Licensee shall have no proprietary rights to any of the number(s) assigned. The Licensee shall take all necessary steps to ensure the efficient utilization of the number(s) allocated.
- 1.5. The PUC reserves the right to alter and/or reallocate any number(s) given to the Licensee at any time, upon written notice, without being liable for any loss or inconvenience directly or indirectly attributable to the alternation or reallocation of such number(s).
- 1.6. The Licensee shall provide to the PUC, on request, any such information about its operation under its numbering plan as the PUC may require to administer numbering resources.

### **2. NUMBER PORTABILITY**

- 2.1. The Licensee shall, at its own expense, configure its network to facilitate number portability between similar networks.
- 2.2. The Licensee shall comply, at its own cost, with any requirement and guidelines established by the PUC on number portability.
- 2.3. The Licensee shall use only those Numbers assigned to it by the PUC and those Numbers assigned to Subscribers that elect to transfer from Other Licensees to the Licensee.

### **3. PUBLIC EMERGENCY CALL SERVICES**

- 3.1. The Licensee shall ensure that any person through functioning terminal equipment may at any time and without charge, contact any national emergency services which the PUC may from time-to-time designate, for the purpose of notifying the relevant services of any emergency.
- 3.2. The Commission reserves the right to require the Licensee to comply with additional safety and security safeguards to enhance security measures for public and national safety.

### **4. DIRECTORY INFORMATION & SERVICES**

- 4.1. The Licensee shall ensure that Users have access to Directory Enquiry Services and Operator Services offered by any Other Licensed Operator who is obliged to provide such services.
- 4.2. The Licensee shall, at its own expense:
  - (a) maintain a complete and accurate database of its Subscribers' Numbers and make the data available to Other Licensees who become obliged to provide Directory Enquiry Services and Operator Services (but only to facilitate the provision of such services); and
  - (b) co-operate with all such Other Licensees in the supply or compilation of comprehensive and accurate directory information.
- 4.3. The Licensee shall not use any directory information provided to it by any Other Licensee for any purpose other than for providing Directory Enquiry Services and Operator Services unless specifically authorised to do so by the Other Licensee concerned.
- 4.4. The Licensee shall publish Directories and provide Directory Enquiry Service, provided, however, that the Licensee shall provide Subscribers, including Subscribers of Other Licensees, with the option to be excluded from a Directory and Directory Enquiry Service.



## ANNEX 2: SPECIFIC TERMS AND CONDITIONS FOR INTERNET NETWORKS

### 1. SCOPE OF SERVICES

- 1.1. The Licence authorises the holder to build, own and operate a network to provide access for the provision of public Internet access services. The Licensee may have access to the exclusive or non-exclusive use of a specified assigned radio frequency or radio frequency band.

### 2. PUBLICATION OF INFORMATION IN RELATION TO BROADBAND INTERNET ACCESS SERVICES

- 2.1. The Licensee shall publish information pertaining to broadband Internet access services offered by the Licensee, including but not limited to the access speeds, throughput, round-trip latency, webpage loading time and any other information that the PUC may require the Licensee to publish.

### 3. OTHER REPORTING REQUIREMENTS

- 3.1. The information requested in the table to follow shall be provided to the PUC for each of the following periods in each year:
  - a) January 01 to March 31;
  - b) April 01 to June 30;
  - c) July 01 to September 30; and
  - d) October 01 to December 31.

<b>Information Required</b>	<b>Further Details</b>
Service Availability	Data on service availability and coverage, including any outages and the time taken to resolve them.
Subscriber Numbers	For each calendar month within the period the total number of subscribers categorized by service type
Customer Complaints	For each calendar month within the period the number and nature of customer complaints received, resolved and outstanding within the reporting period.
Network Expansion	Details on network expansion projects, either in capacity or new areas covered, technology deployed and investments made.
Data Breaches	Reports on any data breaches or security incidents, including the nature of breach and the steps taken to mitigate it.
Service in underserved areas	Reports on efforts to provide service in rural or underserved areas, including subscriber number and service quality.

- 3.2. The information requested shall be provided within 15 working days of the end of the period to which it relates.

- 3.3. The PUC may from time-to-time provide for a prescribed template by publishing a reference or sample template on its website. The Licensee shall comply with such formats in the submission of information under this Section.
- 3.4. If the PUC does not designate a specific format, the Licensee shall provide the information in a format that would allow the PUC to easily locate and extract the relevant data.
- 3.5. Information provided will be treated as confidential, however, aggregate information (sector or market total) may be published in the PUC's annual report. Aggregate information may also be disclosed to international bodies such as CITEL, COMTELCA and the ITU.

#### **4. PEERING**

- 4.1. The Licensee shall work with all other licensed Internet Networks and Internet Service Providers ("ISPs") to establish and maintain peering for Local IP Traffic.
- 4.2. The Licensee shall peer its networks with networks of other ISPs for the purpose of exchanging local traffic so that such traffic remains within Belize. As a means to meeting this condition, the Licensee may choose to connect or peer its network with all other ISPs at a common Internet Exchange Point ("IXP").
- 4.3. Where the Licensee chooses to peer directly between itself and among other ISPs, the Licensee shall peer in conjunction with those other licensees' networks at the layer two (2) "Data Link Layer" of the International Organization of Standardization, Open System Interconnection (ISO OSI) stack; and the Licensee shall not directly or indirectly access, interrupt or otherwise use another ISP's traffic for any purpose other than what is minimally necessary to facilitate peering of Local IP Traffic.
- 4.4. The Licensee shall make every effort to mitigate single points of failure in the Local IP Traffic peering network.
- 4.5. Where the Licensee connects to an IXP to exchange Local IP traffic:
  - a) The Licensee is not to charge any other ISP for the exchange of Local IP traffic; and
  - b) The Licensee shall be responsible for procuring at its own expense, the necessary facilities to connect to the IXP.

## ANNEX 3: SPECIFIC TERMS AND CONDITIONS FOR FIXED PUBLIC TELEPHONY (WIRELESS OR WIRELINE)

### 1. SCOPE OF SERVICES

- 1.1. The Licence authorises the holder to build, own and operate a network to provide a service to the public that allows the user the ability to transmit signals over a distance for the purpose of communications where the end points are fixed.

### 2. REPORTING REQUIREMENTS

- 2.1. The information requested in the table to follow shall be provided to the PUC for each of the following periods in each year:
- January 01 to March 31;
  - April 01 to June 30;
  - July 01 to September 30; and
  - October 01 to December 31.

<b>Information Required</b>	<b>Further Details</b>
Service Outages	Provide details of service outages, including duration, affected areas and number of impacted customers.
Subscriber Numbers	For each calendar month within the period the total number of subscribers categorized by service type
Call Completion Rates	Report on the percentage of successfully completed calls, by service area.
Call Setup Time	Report on the time taken to establish a connection.
Emergency Services	For each calendar month and within the period, the number of attempted and successful terminated call to each Emergency Short Code.
Customer Complaints	For each calendar month within the period the number and nature of customer complaints received, resolved and outstanding within the reporting period.
Network Expansion	Details on network expansion projects, either in capacity or new areas covered, technology deployed and investments made.
Data Breaches	Reports on any data breaches or security incidents, including the nature of breach and the steps taken to mitigate it.
Service in underserved areas	Reports on efforts to provide service in rural or underserved areas, including subscriber number and service quality.
Traffic	For each calendar month within the period, the volume of traffic carried for each service provided.

- 2.2. The information requested shall be provided within 15 working days of the end of the period to which it relates.

- 2.3. The PUC may from time-to-time provide for a prescribed template by publishing a reference or sample template on its website. The Licensee shall comply with such formats in the submission of information under this Section.
- 2.4. If the PUC does not designate a specific format, the Licensee shall provide the information in a format that would allow the PUC to easily locate and extract the relevant data.
- 2.5. Information provided will be treated as confidential, however, aggregate information (sector or market total) may be published in the PUC's annual report. Aggregate information may also be disclosed to international bodies such as CITEL, COMTELCA and the ITU.

# ANNEX 4: SPECIFIC TERMS AND CONDITIONS FOR PUBLIC MOBILE CELLULAR

## 1. SCOPE OF SERVICES

1.1. The Licence authorises the holder to build, own and operate a network to provide a wireless service to the public that allows the user the ability to transmit signals over a distance for the purpose of communications where the end points are not fixed.

## 2. REPORTING REQUIREMENTS

2.1. The information requested in the table to follow shall be provided for each of the following periods in each year:

- a) January 01 to March 31;
- b) April 01 to June 30;
- c) July 01 to September 30; and
- d) October 01 to December 31.

<b>Information Required</b>	<b>Further Details</b>
Service Outages	Provide details of service outages, including duration, affected areas and number of impacted customers.
Subscriber Numbers	For each calendar month within the period the total number of subscribers categorized by service type
Key Performance Indicators (KPIs)	For each calendar month within the period the Licensee must report on KPIs such as call drop rates, data speeds, latency, network availability and coverage.
Call Setup Time	Report on the time taken to establish a connection.
Emergency Services	For each calendar month and within the period, the number of attempted and successful terminated call to each Emergency Short Code.
Customer Complaints	For each calendar month within the period the number and nature of customer complaints received, resolved and outstanding within the reporting period.
Network Expansion	Details on network expansion projects, either in capacity or new areas covered, technology deployed and investments made.
Data Breaches	Reports on any data breaches or security incidents, including the nature of breach and the steps taken to mitigate it.
Service in underserved areas	Reports on efforts to provide service in rural or underserved areas, including subscriber number and service quality.
Traffic	For each calendar month within the period, the volume of traffic carried for each service provided.

- 2.2. The information requested shall be provided within 15 working days of the end of the period to which it relates.
- 2.3. The PUC may from time-to-time provide for a prescribed template by publishing a reference or sample template on its website. The Licensee shall comply with such formats in the submission of information under this Section.
- 2.4. If the PUC does not designate a specific format, the Licensee shall provide the information in a format that would allow the PUC to easily locate and extract the relevant data.
- 2.5. Information provided will be treated as confidential, however, aggregate information (sector or market total) may be published in the PUC's annual report. Aggregate information may also be disclosed to international bodies such as CITEL, COMTELCA and the ITU.