

**Submarine Cable Landing Station-Reference Interconnect Offer  
For the Cable Landing Station at LVSB, Prabhadevi, Mumbai**

THIS AGREEMENT is made the \_\_\_ day of \_\_\_\_\_ between M/s TATA COMMUNICATIONS LIMITED a Company registered under the Companies Act 1956 having its registered office at VSB, Mahatma Gandhi Road, Mumbai - 400001 (hereinafter referred to as TATA COMMUNICATIONS, which term shall include, unless contrary to the context, its successor in business, legal representatives and/or its assignees) of the one part and M/s ..... a Company registered under the Companies Act 1956 possessing the requisite telecom service licenses as required under the applicable regulations and having its registered office at ..... (hereinafter referred to as the Eligible Indian ITE which term shall include, unless contrary to the context, its successor in business, legal representatives and/or its permitted assignees) of the other part, together referred to as the Parties

- (a) Whereas TATA COMMUNICATIONS owns, operates and manages Submarine Cable Landing Station at 4<sup>th</sup> Floor, LVSB, Kashinath Dhuru Marg, Prabhadevi in Mumbai, in respect of following Submarine Cable System(s) used for international telecommunication services:
- i) SMW4 Submarine Cable
  - ii) FLAG Submarine Cable
- (b) And whereas, the Eligible Indian International Telecommunication Entities (hereinafter referred to as “**ITEs**”) is engaged in providing international telecommunications services in India and holds appropriate license(s) and has been allowed under such licence No. .... dated..... to seek access to the international submarine cable capacity in submarine cable system landing at the cable landing stations in India.
- (c) And whereas the ITEs has, as described herein below, acquired either Indefeasible Right to Use (hereinafter referred to as “**IRU**”)/Right of Use of international bandwidth /capacity or obtained such capacity on annual lease on submarine cables for the purpose of providing international telecommunications services from India.
- (d) And whereas, for regulating the access to essential facilities at the submarine cable landing station (hereinafter referred to as “**CLS**”) to ITEs, Telecom Regulatory Authority of India (hereinafter referred to as “**TRAI**”) has issued a International Telecommunication Access To Essential Facilities At Cable Landing Stations Regulations ,2007 (5 of 2007) dated 07 June 2007.
- (e) And whereas, the ITE is licensed under Section 4(1) of the Indian Telegraph Act 1885 vide licence No. .... dated..... to establish, install and operate a Telecommunications System to provide ..... telecommunications services in ..... , on the terms and conditions of the license and is covered under definition of eligible ITE as given in the TRAI Regulation dated 07 June 2007.
- NOW, THEREFORE**, in compliance with the International Telecommunication Access To Essential Facilities At Cable Landing Stations Regulations ,2007 (5 of 2007) dated 07 June 2007 of TRAI, TATA COMMUNICATIONS hereby offers following terms and conditions as its Reference Interconnect Offer to the Eligible Indian ITEs not owning Cable Landing Station for the same cable system.

**2.0 DEFINITIONS:** In this RIO, unless the context otherwise requires,-

- (a) "Access Facilitation" means access or interconnection, as the case may be, to the essential facilities (including landing facilities for submarine cable) at cable landing station;
- (b) "Access Facilitation Charges" means charges payable by the Eligible Indian International Telecommunication Entity to TATA COMMUNICATIONS to interconnect or access the capacity acquired on Indefeasible Right of Use basis or on short-term lease basis from an owner of the submarine cable capacity or a member of consortium owning submarine cable capacity ;
- (c) "Act" means the Telecom Regulatory Authority of India Act, 1997 (24 of 1997);
- (d) "Authority" means the Telecom Regulatory Authority of India established under sub-section (1) of section 3 of the Act;
- (e) "backhaul circuit" means a domestic telecom circuit which connects a cable landing station to the infrastructure or equipment of the eligible Indian International Telecommunication Entity at its premises ;
- (f) "cable landing station" means the location,
- (i) at which the international submarine cable capacity is connectable to the backhaul circuit;
- (ii) at which International submarine cables are available on shore, for accessing international submarine cable capacity; and such location in the buildings containing the onshore end of the submarine cable and equipment for connecting to backhaul circuits;
- (g) "Cable Landing Station-Reference Interconnect Offer" for the purpose of this Agreement means an offer made by TATA COMMUNICATIONS containing the terms and conditions of Access Facilitation and Co-location of equipment (including landing facilities for submarine cables at cable landing stations for connectable system of International submarine cable) published after
- the approval of the Authority under sub-regulation (4) of regulation 3;
- (h) "Co-location Facilities" means the facilities at a submarine cable landing station (including building space, power, environment services, security and site maintenance) which may be offered by TATA COMMUNICATIONS to the eligible Indian International Telecommunication Entity to facilitate access to the cable landing station of TATA COMMUNICATIONS (including installation of co-location equipment);
- (i) "Co-location charges" means the charges payable to TATA COMMUNICATIONS by the eligible Indian International Telecommunication Entity based on the type of facilities used, for the purpose of housing the equipment of such eligible Indian International Telecommunication Entity, at the premises of TATA COMMUNICATIONS which provides the access to its cable landing station, and such charges include charges for providing space, power supply, accessing physical facilities, operation and maintenance of co-location site for the said purpose;
- (j) "Co-location lead-time" means the time taken by TATA COMMUNICATIONS to make available co-location site to an eligible Indian International Telecommunication Entity;
- (k) "Capacity Owner" means an International Telecom Carrier or Foreign Carrier or Indian International Long Distance Operator who owns capacity on the international submarine cable landing at the cable landing station in India;
- (l) "Eligible Indian International Telecommunication Entity" means—
- (i) an International Long Distance Operator, holding licence to act as such,

- and, who has been allowed under the licence to seek access to the international submarine cable capacity in submarine cable system landing at the cable landing stations in India; or
- (ii) an Internet Service Provider, holding valid international gateway permission or licence to act as such, and, who has been allowed under the licence to seek access to the International submarine cable capacity in submarine cable system landing at the cable landing stations in India;
- (m) “Grooming Service” means breaking down higher capacity outputs from the submarine cable at a place or point at which it terminates into the lower capacity channels for connection to the backhaul circuits of the Eligible Indian International Telecommunication Entity;
- (n) “International Long Distance Operator” means a service provider or operator who has been granted licence to act as such to provide international long distance service;
- (o) “Indefeasible Right of Use” means the right to use the Reference Capacity,
- (i) on long term lease for the period for which the submarine cable remains in effective use;
- (ii) acquired (including equipment, fibers or capacity) under an agreement entered into between the Capacity Owner and an Eligible Indian International Telecommunication Entity;
- (iii) in respect of which maintenance cost incurred becomes payable in any circumstances during the period of agreement validity referred to in above sub-clause ;
- (p) “licence” means a valid licence granted or having effect as if granted under section 4 of the Indian Telegraph Act, 1885, (13 of 1885) and Indian Wireless Telegraphy Act, 1933 (17 of 1933) and includes an appropriate permission/approval to seek access to the international submarine cable capacity in submarine cable system landing at the cable landing stations in India in accordance with the regulations;
- (q) “operation and maintenance charges” or “O&M charges” means the annual charges payable to TATA COMMUNICATIONS by the ITE for operation and maintenance of facilities for accessing the capacity at the cable landing station of TATA COMMUNICATIONS;
- (r) “Reference Capacity” means the international submarine cable capacity acquired by the eligible Indian ITE from the distant end cable station to the TATA COMMUNICATIONS cable station in India,
- (i) in the submarine cable system landing at the cable landing station in India; and
- (ii) acquired whether on ownership basis or lease basis by the eligible Indian International Telecommunication Entity; and
- (iii) activated by the owner of the submarine cable system or a member or members of consortium of submarine cable system;
- (s) “regulations” means the International Telecommunication Access to Essential Facilities at Cable Landing Stations Regulations, 2007;
- (t) “Schedule ” means the Schedule appended to this Agreement;
- (u) “specified international submarine cable” means any submarine cable having International submarine cable capacity landing at a cable landing station in India;
- (v) “owner of cable landing station” means TATA COMMUNICATIONS;
- (w) “Virtual Co-location” means a location:

- (i) of the eligible Indian International Telecommunication Entity, being outside the cable landing station, whether adjacent or at a distant location from such station;
- (ii) at which the eligible Indian International Telecommunication Entity may install its equipment so as to access the sub-marine cable capacity from the cable landing station ;
- (x) all other words and expressions used in this RIO but not defined, and defined in the Act and the rules and other regulations made thereunder, shall have the meanings respectively assigned to them in such Act or the rules or other regulations, as the case may be.

### **ACCESS FACILITATION ARRANGEMENTS**

#### **1. ELIGIBILITY**

1.1 An eligible Indian ITE desirous of accessing capacity on the said submarine cable systems shall agree to abide by the terms and conditions of this Agreement.

1.2 "Eligible Indian International Telecommunication Entity" means—

- (i) an International Long Distance Operator, holding licence to act as such, and, who has been allowed under the licence to seek access to the international submarine cable capacity in submarine cable system landing at the cable landing stations in India; or
- (ii) an Internet Service Provider, holding valid international gateway permission or licence to act as such, and, who has been allowed under the licence to seek access to the International submarine cable capacity in submarine cable system landing at the cable landing stations in India;

#### **2. Representations And Warranties by the eligible Indian ITE**

2.1 The eligible Indian ITE represents and warrants to TATA COMMUNICATIONS that

- (a) It is duly licensed with the requisite licenses/permissions as stipulated in the RIO Regulation of TRAI dated 07 June 2007 to provide international telecommunications services from and into India under the provisions of the Indian Telegraph Act, 1885 and the Rules made thereunder and such licenses/permissions are valid and subsisting and undertakes to promptly inform TATA COMMUNICATIONS in the eventuality such license/permissions ceases to remain valid due to any reason whatsoever;
- (b) It has entered into commercial arrangements to acquire Reference Capacity on IRU/ annual lease basis.
- (c) ITE has full corporate power and authority to execute, deliver and implement this access facilitation arrangement;

#### **3. Covenants by the eligible Indian ITE**

The eligible Indian ITE acknowledges and covenants with TATA COMMUNICATIONS that:

- 3.1 As an eligible Indian ITE, the entity seeking Access Facilitation under these terms and conditions is itself liable for compliance with applicable security and monitoring requirements under its Licence as per the applicable rules and regulations notified by the DoT from time to time. The eligible Indian ITE covenants that it shall comply with in all respects and ensure fulfilling of all terms and conditions of its telecommunication licence with respect to the applicable security and monitoring requirements of Government of India and other regulatory or concerned agencies or authorities. ITE understands that the onus of complying with the security and monitoring requirements conveyed by DoT from time to time remains with itself and not with TATA COMMUNICATIONS.

3.2 The ITE further covenants with TATA COMMUNICATIONS that it shall also permit and where required assist, permit and co-operate with TATA COMMUNICATIONS, to carry out any and all acts or measures as may be necessary to comply with any directions or orders of any regulatory or concerned authority, issued for the purpose of any security or monitoring requirements or for any other purposes as such regulatory or concerned authority may have determined.

3.3 The ITE undertakes and covenants with TATA COMMUNICATIONS that it shall comply with the relevant provisions of the Indian Telegraph Act, 1885 and all other acts, rules and regulations as applicable in relation to use of the capacity.

#### **4. Procedure for application by the Eligible Indian ITE for Access Facilitation to the CLS and related Reference Capacity.**

4.1 Every eligible Indian ITE desirous of accessing Reference Capacity may make an application to TATA COMMUNICATIONS for Access Facilitation, in the Form specified in Part-I of the Schedule of this RIO along with the registration fee of Indian Rupees 1,00,000 (Rupees One Lakh Only) to be adjusted subsequently against the Access Facilitation Charges payable by such Eligible Indian ITE enclosing therewith the following, namely:

- (a) A copy of the requisite documentation showing that the Eligible Indian ITE is an eligible Indian ITE as per the regulations.
- (b) Eligible Indian ITE and Submarine Cable System Owner/Capacity Owner in the concerned cable system /Consortium shall jointly or severally confirm to TATA COMMUNICATIONS in writing the cable system that the Eligible Indian ITE has entered into commercial agreement or binding memorandum of understanding for sale/lease of Reference Capacity on the following basis:

<b>No. of units</b>	<b>IRU or Annual Lease</b>	<b>Period</b>

(c) Eligible Indian ITE and Cable System Owner/Capacity owner/Consortium shall jointly intimate to TATA COMMUNICATIONS the date of availability of capacity in Cable System to initiate the testing process by TATA COMMUNICATIONS.

(d) Eligible Indian ITE shall provide relevant information such as Slot Allocation of Reference Capacity in relevant Submarine Cable System, Bearer Designation, proposed/tentative date of testing, and test schedule and copy of work order issued by cable system along with any other technical information required to facilitate planning, eventual end to end testing (between Eligible Indian ITE and distant end submarine cable landing station) and provisioning of Access of the Reference Capacity.

(e) Certificate from the Eligible Indian ITE confirming that it shall use the Reference Capacity in accordance with the terms and conditions of its licence and applicable regulations.

#### **5. Access Provisioning and Facilitation Procedures**

**5.1 Confirmation by TATA COMMUNICATIONS after receipt of application along with requisite information and documents as per Clause 4.1.**

Within a period of 10 days of receipt of the information above TATA COMMUNICATIONS shall, either confirm its ability to meet the requested test schedule or in the event, it is not practicable for TATA COMMUNICATIONS to comply with the test schedule proposed, communicate an alternative test schedule along with valid reasons for not complying with the proposed test schedule of Eligible Indian ITE.

## 5.2 Entering into Agreement for providing Access Facilitation

- (1) After receipt of confirmation for Access Facilitation, the Eligible Indian ITE shall, within five days from the date of receipt of such confirmation, enter into an Access Facilitation agreement with TATA COMMUNICATIONS:

Provided that in case an Eligible Indian ITE as defined under the sub-clause (i) or (ii) of clause (l) of regulation 2 of the regulations, had entered, before commencement of these regulations, into an agreement with TATA COMMUNICATIONS and the Cable Landing Station-Reference Interconnect Offer of TATA COMMUNICATIONS has been approved by the Authority under sub-regulation (3) of regulation 3, TATA COMMUNICATIONS shall, after publication of the said offer under sub-regulation (4) of regulation 3, give an option to such Eligible Indian ITE to make an application for Access Facilitation in accordance with this RIO. In cases where no agreement has been signed with the Eligible Indian ITEs who are already availing Access Facilitation, such ITE shall also enter into the Access Facilitation Agreement according to the International Telecommunication Access To Essential Facilities At Cable Landing Stations Regulations ,2007 (5 of 2007) dated 07 June 2007 for continuing with the Access Facilitation arrangement.

- (2) In case TATA COMMUNICATIONS and the Eligible Indian ITE fails to enter into an agreement in that case, both of them, may, jointly, without prejudice to the provisions of section 14A of the TRAI Act 1997, as amended from time to time, at any time, request TRAI to facilitate in the process for entering into the agreement.

## 5.3 Demand for access to Reference Capacity

- (1) The Eligible Indian ITE shall, within five days of entering into an agreement under Clause 5.2 above, make payment of such fees and charges as specified in the Part II of the Schedule for seeking Access Facilitation for Reference Capacity.

- (2) TATA COMMUNICATIONS, on receipt of the payment of fees and charges payable under Clause 5.3 (1) above, shall consider, the number of units to be acquired or agreed to be acquired as Indefeasible Right of Use or on an annual lease basis as referred to in the agreement, as firm demand made by the eligible Indian ITE
- (3) TATA COMMUNICATIONS shall, immediately after considering the firm demand referred to in Clause 5.3 (2) above, initiate the provisioning of the Access Facilitation for the eligible Indian ITE.
- (4) The date of receipt of both payment and Agreement, whichever is later, shall be treated as the date of "firm demand" and TATA COMMUNICATIONS shall initiate the process of provisioning upon this date.

## 5.4 Ensuring provision of backhaul circuit by eligible Indian ITE.

- (1) The eligible Indian ITE shall arrange, within ten days after entering into an agreement under Clause 5.2 above, for backhaul circuit from-
- (a) TATA COMMUNICATIONS or
- (b) a service provider who has been granted licence to provide basic service or cellular mobile telephone service or national long distance service, or international long distance service, so as to make ready the backhaul circuit between CLS and the premises of the Eligible Indian ITE.
- (2) TATA COMMUNICATIONS and the eligible ITE shall conduct necessary tests as per mutually agreed testing procedure so that that the backhaul circuit remains in a state of readiness for interconnection before the tests for

Reference Capacity provisioning are carried out.

- (3) TATA COMMUNICATIONS shall facilitate the interconnection between the eligible Indian ITE and the service providers referred to in sub clauses (a) and (b) above at the CLS for provisioning of backhaul circuit.

### **5.5 Provisioning & Testing and Commissioning of Access Services and Reference Capacity Circuits**

5.5.1 Reference Capacity : TATA COMMUNICATIONS shall use reasonable endeavors to meet such demand for Reference Capacity as per agreed test schedule subject to full cooperation from Eligible Indian ITE/ Submarine Cable System Owner/Consortium/Distant End cable station to initiate/complete the testing. TATA COMMUNICATIONS would endeavor to commission the Reference Capacity at the earliest time frame subject to satisfactory completion of testing for the purpose which in normal case are expected to be completed in 10 days time.

5.5.2 CLS to MMR and MMR to Backhaul : Upon successful testing of the local/domestic loop and the Reference Capacity, TATA COMMUNICATIONS shall complete all necessary actions for facilitating access to the Reference Capacity to the MMR and then to the backhaul providers equipment. Such actions shall include testing of links, cross connecting the Reference Capacity to backhaul (local loop/ NLD Link) provider's equipment collocated at TATA COMMUNICATIONS MMR and in the normal course should take 2 working days. It is clarified that the co-location costs for the equipment of the backhaul provider are not included in the charges in Schedule.

TATA COMMUNICATIONS and the eligible Indian International Telecommunication Entity, shall conduct necessary tests, as per the testing procedure for the provisioning of Reference Capacity from CLS in India to

distant end or the other country's submarine cable station, within ten days.

5.5.3 Upon satisfactory accomplishment of the actions set out in Clauses 5.4 & 5.5.1 & 5.5.2 above, TATA COMMUNICATIONS shall notify the same to the Eligible Indian ITE for taking control of the capacity and shall be handed over by TATA COMMUNICATIONS to the Eligible Indian ITE not later than two days after receipt of all necessary payments including from Submarine Cable System Owner/ Consortium member and declare the Reference Capacity as commissioned. The date of such commissioning shall be referred to as "Commissioning Date".

5.5.4 During the subsistence of the Access Facilitation arrangement pursuant to these terms, Eligible Indian ITE shall grant to TATA COMMUNICATIONS's designated representatives the access to enter and remain on its premises as TATA COMMUNICATIONS deems fit with a view to ensure that the Reference Capacity is being used for the purposes in accordance with the licenses held by the Eligible Indian ITE.

### **6. Access Facilitation Charges and payment terms.**

(1) For the purposes of accessing the landing facilities at a CLS the Access Facilitation charges as specified in Part II of the Schedule shall be payable by the Eligible Indian ITE to TATA COMMUNICATIONS;

(2) The Access Facilitation arrangement shall, subject to the payment of the operation and maintenance charges by the Eligible Indian ITE to TATA COMMUNICATIONS, continue to be in force during the period of the

Indefeasible Right of Use or on an annual lease basis, as the case may be.

- (3) TATA COMMUNICATIONS shall allow the Eligible Indian ITE to provide Grooming Services at the CLS.

**7. Capacity up-gradation and payment for capacity up-gradation charges by Eligible Indian ITE.**

In case the capacity up-gradation is required to be provided for Access Facilitation to international submarine cable capacity at CLS, TATA COMMUNICATIONS shall, on receipt of request for such up-gradation and payment of charges for such up-gradation from the Eligible Indian ITE, facilitate the up-gradation as per terms and conditions to be mutually agreed including time frame for such up-gradation.

**8. Cancellation charges.**

- (1) In case the Eligible Indian ITE fails to acquire number of units mentioned in clause 4.1(a) of this RIO, for any reasons, cancellation charge for the units not so acquired shall be payable by such Eligible Indian ITE to TATA COMMUNICATIONS.
- (2) The cancellation charges referred to in sub Clause 8 (1) above shall be such as are specified in Part-II of the Schedule.

**9. Termination or discontinuance of Access Facilitation by TATA COMMUNICATIONS**

- (1) The Access Facilitation shall be terminated by TATA COMMUNICATIONS:
- (a) if the Eligible Indian ITE ceases to hold, either by way of termination or suspension, the valid licence;
- (b) in case the arrangement by the Eligible Indian ITE to acquire Reference Capacity whether on the Indefeasible Right of Use or on an annual lease basis, as the case may be, from submarine cable system owner or a member of the submarine cable system consortium or

from concerned cable consortium, is terminated.

- (2) In case the annual O&M charges due and payable by the Eligible Indian ITE remain unpaid for more than fifteen days from the date such charges became payable, TATA COMMUNICATIONS may discontinue the Access Facilitation provided to Eligible Indian ITE after giving a notice, in writing, of not less than fifteen days, of such discontinuance to the Eligible Indian ITE and Access Facilitation shall be restored immediately after realization of due payment of such charges by the Eligible Indian ITE alongwith interest at the rate of 4% above prime lending rate of State Bank of India as on the date of such payment.

**10. Restoration of Access Facilities.**

- (1) In case the licence of the Eligible Indian ITE has been terminated or suspended but the same is subsequently restored, the Access Facilitation arrangement if discontinued due to such termination or suspension under Clause 9 above may be restored by TATA COMMUNICATIONS upon payment of all costs incurred by the TATA COMMUNICATIONS for the purposes of reconnection or restoration of the Access Facilities, as the case may be, by the Eligible Indian ITE to TATA COMMUNICATIONS and such reconnection or restoration charges shall be such as may be mutually agreed or failing which in accordance with the costs specified in Part - II of the Schedule.
- (2) If an authorization of the Eligible Indian ITE or arrangement entered into by it to acquire Reference Capacity has been earlier withdrawn or rescinded but is subsequently restored, the Access Facilitation arrangement, if discontinued due to such withdrawal or rescinding may be restored by TATA



COMMUNICATIONS upon payment of all costs incurred by TATA COMMUNICATIONS for the purpose of reconnection or restoration, as the case may be, by the Eligible Indian ITE to TATA COMMUNICATIONS and such reconnection or restoration charges shall be such as may be mutually agreed or failing which in accordance with the costs specified in Part - II of the Schedule.

#### **11. Procedure for application by Eligible Indian ITE for provisioning of Co-location space.**

- (1) The Eligible Indian ITE, who makes an application for accessing international submarine cable capacity on any submarine cable systems, shall make, simultaneously, another application to TATA COMMUNICATIONS in the Form specified in Part -IV of the Schedule for Co-location space at a CLS, if such Co-location space is required by it for accessing international submarine cable capacity on the cable system from TATA COMMUNICATIONS, enclosing therewith the following, namely:-
  - (a) equipment layout plan at the Co-location site at which Co-location space is requested for;
  - (b) purpose of accessing submarine cable capacity;
  - (c) details of Co-location equipment proposed to be installed;
  - (d) the details of space and power requirements;
  - (e) the floor loading of the Co-location equipment;
  - (f) the specification of the Transmission Tie-Cable required;
  - (g) the type of optical fibre cable to be used;
  - (h) the address, phone number, fax and e-mail of the Eligible Indian ITE at which communications may be sent by TATA COMMUNICATIONS;
  - (i) any other requirement for Co-location of equipment.

- (2) TATA COMMUNICATIONS shall, within ten days after receipt of the application made under sub-clause 11 (1) above, acknowledge the receipt and communicate the acceptance or rejection thereof to the Eligible Indian ITE.
- (3) In case it is not feasible, due to any valid reasons, for TATA COMMUNICATIONS to provide co-location at the CLS, TATA COMMUNICATIONS shall, within a period of ten days, of receipt of the application made under sub-clause 11 (1) above, intimate in writing such non-feasibility along with valid reasons therefor, to the Eligible Indian ITE.
- (4) TATA COMMUNICATIONS shall reject the application made by the Eligible Indian ITE under sub-clause 11 (1) above if it is not an Eligible Indian ITE as defined in the RIO Regulation dated 07 June 2007.
- (5) After receipt of acceptance from TATA COMMUNICATIONS under sub-clause 11 (2) above, the Eligible Indian ITE shall, within five days from the date of receipt of such conformation, enter into a Co-location Lease agreement with TATA COMMUNICATIONS.

#### **12. Allocation of alternative Co-location space**

- (1) In case TATA COMMUNICATIONS is unable to offer, due to space limitations or any other valid reason, the physical Co-location requested for by the Eligible Indian ITE at the CLS, TATA COMMUNICATIONS shall take reasonable measures to give an option of virtual Co-location to enable such Eligible Indian ITE to have Access Facilitation. The Eligible Indian ITE shall arrange the telecommunication link from Virtual Co-location Site to CLS, cost of which shall be borne by such Eligible Indian ITE.

- (2) In case where TATA COMMUNICATIONS is unable to offer Co-location space at CLS and the Eligible Indian ITE fails to arrange a Virtual Co-location site, then TATA COMMUNICATIONS shall endeavor to provide an alternate site other than the Virtual Co-location which would be by provisioning a Meet-me-Room.
- (3) The charges relating to Meet-me-Room (MMR) for Co-location and interconnecting link to the CLS shall be borne by the Eligible Indian ITE and would be as per Part-II of the Schedule of this RIO

### **13. Co-location charges and payment terms.**

- (1) The Co-location charges shall be payable, by the Eligible Indian ITE who has been provided Co-location by TATA COMMUNICATIONS, within five days of entering into an Agreement under sub-clause 11 (5) above or as may be mutually agreed by them.
- (2) The Co-location charges referred to in sub-clause 12 (1) above shall be as specified in Part-II of the schedule of this RIO.
- (3) TATA COMMUNICATIONS shall, upon receipt of application under sub-clause 11 (1) above and receipt of all charges and fulfillment of other requirements under this RIO, provide the Co-location facility at the CLS to the Eligible Indian ITE who made such application.

### **14. Additional Co-location space and Co-location equipment.**

- (1) If the Eligible Indian ITE intends to replace, modify or re arrange any of its Co-location equipments in the Co-location space or install additional Co-location equipment in the Co-location space, it shall submit a request in writing to TATA COMMUNICATIONS for such modification, rearrangement or additional Co-location equipment or replacement, as the case may be and TATA COMMUNICATIONS shall intimate, within ten days of receipt of such request, its decision for such replacement, modification or re-arrangement.

- (2) The Eligible Indian ITE shall, upon receipt of acceptance from TATA COMMUNICATIONS for such request made under sub-clause 14 (1) above, modify, rearrange or replace, as the case may be, any of its Co-location equipments in the Co-location space or install additional Co-location equipment in the Co-location space after making payment of all charges and fulfillment of other requirements under this RIO.

### **15. Installation of Co-location Equipment by Eligible Indian ITE.**

The Eligible Indian ITE, which has entered into an agreement under sub-clause 11 (5) of this RIO with TATA COMMUNICATIONS, shall install its Co-location equipment in the Co-location space as may be mutually agreed upon between him and TATA COMMUNICATIONS, in accordance with the Co-location equipment installation and maintenance procedures specified in Part -V of the Schedule.

### **16. Authorization for physical access for Co-location space at CLS**

If the application made by the Eligible Indian ITE under sub-clause 11 (1) of this RIO has been accepted by TATA COMMUNICATIONS, the Eligible Indian ITE shall communicate, the names of its personnel in the Form specified in the Part-VII of Schedule to TATA COMMUNICATIONS who shall allow them access to the Co-location space and issue the authorization for physical access in the Form specified in the Part-VI of the Schedule.

### **17. Prohibition to sub-lease the Co-location space**

The Eligible Indian ITE shall not assign the lease in respect of or sub-let the Co-location space at the CLS and/or the alternative Co-location site whichever is applicable.

**18. The Co-location space to be used for the purpose of accessing submarine cable capacity only by the Eligible Indian ITE**

- (1) The Co-location or the alternative Co-location space, as the case may be, shall be used by the Eligible Indian ITE for the purpose of accessing submarine cable capacity only.
- (2) The equipment of the Eligible Indian ITE installed at the Co-location/alternative Co-location space may be used for,
  - (a) interconnection of the Eligible Indian ITE and backhaul circuit providers referred to in sub-clause 5.4 (1) of this RIO at the CLS or the MMR (alternative Co-location space) for provisioning of backhaul circuit;
  - (b) extending the Reference Capacity to the Point of Presence or premises of Eligible Indian ITE.

**19. Termination of lease of Co-location space**

- (1) TATA COMMUNICATIONS may, in the event of closure of Co-location site or the expiry of the lease of Reference Capacity, terminate the lease of Co-location space, after giving to the Eligible Indian ITE a notice, in writing, of not less than six months from such closure or before the expiry of the lease of Reference Capacity, as the case may be, and such termination of the lease of co-location space shall take effect from the date specified in the notice.
- (2) TATA COMMUNICATIONS may terminate the lease of Co-location space, if
  - (a) the Eligible Indian ITE ceases to hold valid licence or the licensor directs, in the interest of the sovereignty and integrity of India, the security of the State, friendly relations with foreign States, public order, decency or morality or for any other reason, the termination of such lease;
  - (b) the Eligible Indian ITE uses or allows to be used the Co-location space in contravention of the regulations or directions issued by DoT and/or TRAI under the Act or any other law for

the time being in force or in contravention of the terms of the licence;

- (c) the Eligible Indian ITE removes or abandons its Co-location equipments or keeps such space idle for a period of more than ninety days;
- (d) the Co-location space has become unsafe or unsuitable for the purpose of accessing facilities:

Provided that TATA COMMUNICATIONS shall terminate the lease of Co-location space under clauses (b) to (d) above after giving a notice of not less than ten days to the Eligible Indian ITE.

- (3) Upon termination of the lease of Co-location space on request by the eligible Indian International Telecommunication Entity, prior to the expiry of the lease term, the following charges shall be payable by the eligible Indian International Telecommunication Entity, namely:-
  - (a) Co-location charges payable for a period of six months;
  - (b) Outstanding pro-rata site preparation work charges.
- (4) Subject to the provisions contained in sub-clause 19 (3) above, TATA COMMUNICATIONS may, at any time, by giving notice of not less than ten days to the Eligible Indian ITE, terminate the lease of Co-location space if the Eligible Indian ITE fails to complete the installation of its Co-location equipment within ninety days.
- (5) If the Eligible Indian ITE fails to complete installation of its Co-location equipment due to circumstances beyond its reasonable control, it shall intimate such circumstances to TATA COMMUNICATIONS who shall grant an extension of reasonable time for

installation of its Co-location equipment to the Eligible Indian ITE.

- (6) If the Eligible Indian ITE, upon termination of the lease under sub-clause 19 (1) above, fails to discontinue the use of its Co-location equipment and remove its Co-location equipment under that sub-regulation, TATA COMMUNICATIONS may remove the Co-location equipment and restore the Co-location site to its original condition.
- (7) Upon expiry or termination of the lease of Co-location space of the eligible Indian International Telecommunication Entity, it shall pay to TATA COMMUNICATIONS all reasonable costs, connected with the work undertaken for restoration under sub-clause 19 (6) above after removal of co- location equipment (including the disposal of the Co-location equipment).
- (8) Upon expiry or termination of the lease of Co-location space of the eligible Indian International Telecommunication Entity, any physical access granted to the Co-location site shall stand withdrawn.
- (9) In case the Eligible Indian ITE requires restoration of co-location facilities already terminated, it may make a request to TATA COMMUNICATIONS which shall undertake reasonable endeavors and make all efforts to get the co-location facilities restored to the Eligible Indian ITE, at the earliest.
- (10) Nothing contained in this RIO shall be construed as binding TATA COMMUNICATIONS for any service guarantee agreement or any representation by TATA COMMUNICATIONS on the performance of the specified international submarine cable system.
- (11) Without prejudice to the rights of TATA COMMUNICATIONS specified in sub-clause 19 (2) above, the Eligible Indian ITE may negotiate with the owner of submarine cable system or Member of the Consortium of submarine cable system, as the case may be,

for any restoration arrangement including alternate transmission medium, if necessary.

## 20. Period of Co-location agreement.

- (1) The agreement between the parties regarding each Co-location space to be leased under the Co-location frame work shall commence on the date the Eligible Indian ITE confirms its acceptance of the charges for the Co-location site and makes payment there for and remain in force for a minimum period of three years after such commencement or for such period as may be mutually agreed upon between the parties.
- (2) The period of Co-location facility referred to sub-clause 20 (1) above shall be renewed by TATA COMMUNICATIONS if the Eligible Indian ITE has not defaulted in payment of co- location charges or has not committed any breach of the terms and conditions of such agreement.

## 21. Indemnity

- 21.1 ITE will indemnify and hold TATA COMMUNICATIONS and its officers, directors and employees harmless from and against any and all liabilities, damages, awards, settlements, losses, claims and expenses, including reasonable Attorney's fees arising out of any claim by a third party relating to or arising out of any infringement of third party intellectual property rights, any misrepresentation or breach of representation or breach of these terms and conditions, as well as because of gross negligence or willful misconduct of the ITE or its personnel or agents.
- 21.2 ITE shall also indemnify and hold TATA COMMUNICATIONS and its officers, directors and employees harmless from

and against any and all liabilities, damages, awards, settlements, losses, claims and expenses, including reasonable Attorney’s fees arising out of any unauthorized use by the ITE or its customers of the Reference Capacity.

arbitrator, then such dispute shall be referred to arbitral tribunal consisting of three arbitrators, one each to be appointed by ITE and TATA COMMUNICATIONS and the third arbitrator to be appointed by the two arbitrators so appointed by the parties. The arbitral proceedings under this Clause shall be conducted in accordance with the provisions of Indian Arbitration & Conciliation Act, 1996. The arbitration shall be held in English. The venue of arbitral proceedings shall be Mumbai, India. The award pronounced by the Arbitral tribunal may be enforced in any court of competent jurisdiction.

**22. Arbitration**

22.1 All disputes and differences whatsoever arising out of or in connection with these terms and conditions which cannot be resolved by the ITE and TATA COMMUNICATIONS by mutual discussions will be referred to arbitration by written notice nominating one arbitrator.

22.2 If ITE and TATA COMMUNICATIONS cannot agree to have the matter resolved by sole

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on its behalf by one of its duly authorised officers or representatives.

**For and on behalf of**  
..... Limited

**For and on behalf of**  
**Tata Communications Limited**

\_\_\_\_\_

\_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**In the presence of:**

**In the presence of:**

**Witness** \_\_\_\_\_

**Witness** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**SCHEDULE****PART-I****Form of application for request to Access Facilitation at Cable Landing Station for International Submarine Cable Capacity**

M/s .....(Name of eligible Indian ITE) hereby request for Access Facilitation to below mentioned Reference Capacity, which is subject to the Terms and Conditions published in "Cable Landing Station-Reference Interconnect Offer (CLS-RIO) made under the provisions of the International Telecommunication Access to Essential Facilities at Cable Landing Stations Regulations, 2007 for Access Facilitation to essential facilities including landing facilities for submarine cables at CLSs for International submarine cable capacity at CLS..

M/s .....furnish the necessary details as follows:-

1. Name of the company and its Address	
2. Billing Address	
3. Contact Person 3.1 Name: 3.2 Phone No.: 3.3 E-mail: 3.4 Fax:	
4. Particulars of eligible Indian International Telecommunication Entity, being Access Seeker:	
4.1 International Long Distance Operator	
4.2 Internet Service Provider	
4.3 Licence number:	
4.4 Date of issue of Licence (Please attach an attested copy of licence and valid International gateway permission as applicable)	
5. Technical details of Reference Capacity (Please provide or enclose the relevant information and details, as the case may be)	
5.1 Reference Capacity details: Speed (STM-1/STM-4/STM-16/STM-64 etc.)	
5.2 Number of capacity units	
5.3 Indefeasible Right of Use or Lease	
5.4 Period (in case of Lease)	
6. Technical details of Reference Capacity of submarine cable:	
6.1 Cable Station Backhaul Port details (capacity and type-STM-1e/STM-1o/STM-4/STM-16/STM64 etc.)	
6.2 Assignment provided by submarine cable system capacity owner to be attached if available (slot or Fiber Pair allocation in submarine cable, Bearer Designation, Cable System Owner Internal ID etc.)	
6.3 Proposed/tentative date of testing of backhaul circuit	
6.4 Proposed test schedule and copy of work-order/document issued by owner of cable system along with any other related technical	

information to facilitate planning of Reference Capacity testing.	
6.5 End to end testing (between the station of eligible Indian International Telecommunication Entity and distant end submarine cable station) schedule and provisioning of access of the Reference Capacity at cable landing station.	
7. Details of Reference Capacity owner(s)/submarine cable capacity owner(s) (See clause ( c) under sub-regulation (1) of regulation 4)	
7.1 Name of the company and address	
7.2 Contact Person 7.2.1 Name: 7.2.2 Phone: 7.2.3 E-mail: 7.2.4 Fax:	
8. Details of backhaul circuit provider(s) (Domestic Link including local loop)	
8.1 Name of the company and address	
8.2 Contact person 8.2.1 Name: 8.2.2. Phone: 8.2.3 Email: 8.2.4 Fax:	
9. Registration fee payment details  9.1 Cheque/Banker's Cheque/Demand Draft No. _____ dated _____ for Rs. _____ Drawn on (bank/branch) _____	
10. Name of authorized signatory of this form (Please attach authorization)	
11. Any other details required to be given but not specified at serial number 1 to 10 of this Form.	

AUTHORIZED SIGNATORY

Date: \_\_\_\_\_

Name : \_\_\_\_\_

Signature: \_\_\_\_\_

Official Seal:

## PART – II

<b>1. Access Facilitation Charges for eligible Indian International Telecommunication Entity, being access seeker for alternate co-location only as co-location space is not available at LVSB CLS.</b>		
1.1. In case of Indefeasible Rights of Use, one time Access Facilitation Charges per unit capacity payable on execution of the Access Facilitation agreement		
<b>SI No.</b>	<b>Per Unit Capacity</b>	<b>Amount Payable (Rs. )</b>
(i)	STM-1	5,61,308
(ii)	4xSTM-1	22,45,232
(iii)	16xSTM-1	89,80,928
(iv)	64xSTM-1	3,59,23,712
1.2 In case of lease, recurrent Access Facilitation Charges per annum per unit capacity payable on execution of the Access Facilitation agreement and thereafter before the due date (anniversary of commissioning date) each year subsequently. (applicable only for first three years or period as applicable for each unit capacity)		
<b>SI No.</b>	<b>Per Unit Capacity</b>	<b>Amount Payable (Rs)</b>
(i)	STM-1	1,87,103
(ii)	4xSTM-1	7,48,412
(iii)	16xSTM-1	29,93,648
(iv)	64xSTM-1	1,19,74,592
<b>2. Annual Operation &amp; Maintenance (O&amp;M) charges for eligible Indian International Telecommunication Entity, being access seeker</b>		
2.1 Charges per annum per unit payable on the execution of the Access Facilitation agreement and thereafter before the due date (anniversary of commissioning date) each subsequent year.		
<b>SI No.</b>	<b>Per Unit Capacity</b>	<b>Amount Payable (Rs)</b>
(i)	STM-1	2,54,553
(ii)	4xSTM-1	10,18,212
(iii)	16xSTM-1	40,72,848
(iv)	64xSTM-1	1,62,91,392
<b>3. Restoration charges one time per unit capacity in the event of termination or discontinuance of access facilities</b>		
<b>SI No.</b>	<b>Per Unit Capacity</b>	<b>Amount Payable (Rs)</b>
(i)	STM-1	1 lac
(ii)	4xSTM-1	1 lac
(iii)	16xSTM-1	1 lac
(iv)	64xSTM-1	1 lac
<b>4. Co-location charges for alternate co-location space at VSB Mumbai:</b>		4,19,645 per Rack per annum
<b>5. Cancellation charges for eligible Indian International Telecommunication Entity, being access seeker</b>		
<b>SI No.</b>	<b>Per Unit Capacity</b>	<b>Amount Payable (Rs)</b>
(i)	STM-1	1 lac
(ii)	4xSTM-1	1 lac
(iii)	16xSTM-1	1 lac
(iv)	64xSTM-1	1 lac
<b>6. Access facilitation charges for Virtual Co-location</b>		
i) IRU option		2,25,998 per STM1
ii) Lease option – 3 year payout		75,333 per STM1
<b>7. O&amp;M charges for virtual co-location cases</b>		26,008 per STM1

Note: Working sheets in form of presentation giving the details of the basis and calculation of the charges is attached separately with the RIO being commercially sensitive information.



## PART – III

**TIME PERIOD FOR PROVISION OF ACCESS FACILITATION SERVICES AND CO-LOCATION SERVICES BY OWNER OF CABLE LANDING STATION**

Activity	Days (Time Limit)
<b>A. TIME PERIOD FOR PROVISION OF ACCESS FACILITATION SERVICES</b>	
1. Eligible Indian International Telecommunication Entity, being access seeker submits request to TATA COMMUNICATIONS	Day 1
2. TATA COMMUNICATIONS checks feasibility and reverts to eligible Indian International Telecommunication Entity, being access seeker with acceptance or modified schedule for access facilitation and testing; provides proforma for invoice	Day 11 (max 10 days)
3. Date of firm demand {T1 is the time taken by of eligible Indian International Telecommunication Entity, being access seeker to sign the Access Facilitation agreement including the payment as per invoice}; T1 is the time limit max 5 days as per clause (a) and also 5 days as per clause (b) below:-	Day 11 + T1
(a) Time limit for Access Facilitation agreement by eligible Indian International Telecommunication Entity	5 days
(b) Time limit for payment as per invoice by eligible Indian International Telecommunication Entity	5 days
4. Eligible Indian International Telecommunication Entity, being access seeker arranges and provides backhaul {T2 is the time taken by eligible Indian International Telecommunication Entity to arrange and provide the backhaul circuit}; T2 is the time limit max 10 days as per clause (a) below:-	Day 11 +T1+T2
(a) Time limit for eligible Indian International Telecommunication Entity to arrange for backhaul circuit from any of the service providers including cable landing stations owner having backhaul circuit capacity at the cable landing station	10 days
5. TATA COMMUNICATIONS to complete all actions with a view to facilitate Access to Reference Capacity	Day 22+T1+T2
6. TATA COMMUNICATIONS to extend Reference Capacity to MMR and provide cross connections.	Day 24+T1+T2
T1 is the time taken by ITE to sign the Agreement. T2 is the time taken by ITE to arrange and provide the backhaul.	
<b>B. TIME PERIOD FOR PROVISION OF CO-LOCATION SERVICES</b>	
Activity	Days (Time-Limit)
1. Eligible Indian International Telecommunication Entity, being access seeker submits Request to TATA COMMUNICATIONS.	Day 1
2. TATA COMMUNICATIONS checks feasibility and reverts to eligible Indian International Telecommunication Entity, being access seeker with acceptance or rejection with reasons and with alternative proposal	Day 11 (max 10 days)
3. TATA COMMUNICATIONS provides provision of Co-location at cable landing station (T3 is the time taken by of eligible Indian International Telecommunication Entity, being Access Seeker to sign the co-location agreement and payment of charges); T3 is the time limit max 5 days as per clause (a) and also 5 days as per	Day 12+T3

clause (b) below:-	
(a) Time limit for the co-location agreement by eligible Indian International Telecommunication Entity	5 days
(b) Time limit for payment of charges for Co-location by eligible Indian International Telecommunication Entity	5 days
4. Any other details required to be given but not specified at serial numbers 1 to 3 of the Para B of this Form	

**PART-IV**  
**Form of Request for Co-Location Facility and Services**

**Application for Request to Co-location Facility at Cable Landing Station for International Submarine Cable Capacity**

M/s .....(Name of access seeker) hereby request for Co-location facility, which is subject to the terms and conditions published in "Cable Landing Station-Reference Interconnect Offer (CLS-RIO) made under the provisions of the Telecommunication Access to Essential Facilities at Cable Landing Stations regulations, 2007.

M/s .....furnish the necessary details as follows.

1. Name of the company and its address				
2. Billing address				
3. Contact Person				
3.1 Name:				
3.2 Phone No.:				
3.3 E-mail:				
3.4 Fax:				
<b>4. Particulars of eligible Indian International Telecommunication Entity, being Access Seeker:</b>				
4.1 International Long Distance Operator				
4.2 Internet Service Provider				
4.3 Licence Number:				
4.4 Date of issue of Licence				
<b>5. Details of eligible Indian International Telecommunication Entity requesting for Co-location</b>				
5.1 Date of application				
5.2 Application reference No.				
5.3 Approval for physical access is sought for the purpose of:				
5.4 Reference date / time of access				
5.5 Estimated duration of access				
5.6 Name of Person(s) for which physical access is required		No	Name of Person	Contact No.
		1		
		2		
		3		
		4		
5.7 The Co-location site at which Co-location space is requested				
5.8 Purpose of accessing submarine cable capacity				

5.9	Co-location equipment proposed to be installed:	
5.10	The space and power requirements:	
5.11	The floor loading of the Co-location equipment:	
5.12	The capacity of the Transmission Tie-Cable required:	
5.13	The type of optical fibre cable to be used:	
<b>6. On behalf of eligible Indian International Telecommunication Entity</b>		
6.1	Name:	
6.2	Designation	
6.3	Contact Number	
6.4	Fax Number	
6.5	e-mail id	
6.6	Company Seal	
6.7	Signature	
<b>7. TATA COMMUNICATIONS's reply to the requesting eligible Indian International Telecommunication Entity</b>		
7.1	Application returned – incomplete/illegible	
7.2	Not approved	
7.3	Reasons for rejection	
<b>8. Approved subject to details &amp; conditions given in the attached letter of authorization</b>		
8.1	Alternative date & time	
8.2	Alternative co-location site (if applicable)	
8.3	TATA COMMUNICATIONS approval code	
<b>9. On behalf of TATA COMMUNICATIONS</b>		
9.1	Name	
9.2	Designation	
9.3	Contact Number	
9.4	e-mail id	
9.5	Fax No.	
9.6	Company Seal	
9.7	Signature	

**PART-V  
CO-LOCATION EQUIPMENT INSTALLATION AND MAINTENANCE  
GUIDELINES**

## **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 eligible Indian International Telecommunication Entity, being access seeker must submit detailed installation plans and installation schedule.

(b) The eligible Indian International Telecommunication Entity, being access seeker, must ensure that the floor loading of its Co-located equipment shall be limited to as specified by owner of cable landing station. The eligible Indian International Telecommunication Entity, being access seeker shall certify that the floor loading limit will not exceed as specified.

(c) The eligible Indian International Telecommunication Entity, being access seeker must install its Co-location equipment in the Co-location space within ninety days after the final site inspection or as mutually agreed. If the eligible Indian International Telecommunication Entity, being access seeker, failure to complete installation is attributable to circumstances beyond the reasonable control of eligible Indian International Telecommunication Entity, owner of cable landing station will grant a reasonable extension of time for installation to the eligible Indian International Telecommunication Entity, at his request. Eligible Indian International Telecommunication Entity, being access seeker, request under this clause must describe the circumstances beyond its control and such request must be received prior to the expiry of the aforementioned ninety days period.

(d) The eligible Indian International Telecommunication Entity, being access seeker must not locate equipment other than Co-location equipment in the Co-location space.

### **1.2 Optical Fibre Cable**

Unless otherwise agreed by the parties, the eligible Indian International Telecommunication Entity, being access seeker, must not install more than two physical optical fibre cables in the Co-location space and up to the lead-in manhole outside Co-location space.

### **1.3 Power & Earth**

Owner of cable landing station shall, if the eligible Indian International Telecommunication Entity, being access seeker so desires, designate and provide the Exchange Earth and Power Distribution Point for the eligible Indian International Telecommunication Entity. The eligible Indian International Telecommunication Entity, being access seeker, shall pay owner of cable landing station the charges for the provision of the Exchange Earth and power installation and termination in accordance with owner of cable landing station published Co-location charges.

### **1.4 Interference**

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 eligible Indian

International Telecommunication Entity, being access seeker, 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 eligible Indian International Telecommunication Entity's equipment is causing interference to existing equipment and the interference cannot be resolved, the eligible Indian International Telecommunication Entity shall remove the source of interference immediately.

### **1.5 Standard Operating Procedures and Safety**

(a) Regarding the installation, operation and maintenance of its Co-located equipment located in the Co-location space, the eligible Indian International Telecommunication Entity, being access seeker, must comply with owner of cable landing station Standard Operating Procedures for Co-location space and any written instructions, which are provided to the eligible Indian International Telecommunication Entity by owner of cable landing station.

(b) Regarding the physical access to the Co-location space, the eligible Indian International Telecommunication Entity shall comply with owner of cable landing station Standard Physical Access Procedures as amended from time to time and any written instructions, which are provided to the eligible Indian International Telecommunication Entity by owner of cable landing station.

(c) Owner of cable landing station will get the Co-location space inspected by its representatives/staff to which access has been approved for the installation, modification, replacement or addition of the equipment to verify that the eligible Indian International Telecommunication Entity, being access seeker, is undertaking the installation, modification, maintenance, operation, replacement or addition of the equipment in accordance with the plan and such other written instructions provided to the eligible Indian International Telecommunication Entity.

(d) The eligible Indian International Telecommunication Entity, being access seeker, shall consult with and obtain the consent of owner of cable landing station before carrying out any hacking or drilling work on the floor, wall and ceiling slabs.

(e) No work shall be performed by the eligible Indian International Telecommunication Entity, being access seeker, on any of equipment, facilities, plant or Networks including, but not limited to earth bars and Power Distribution Points/boards of the owner of cable landing station.

(f) Owner of cable landing station staff shall carry out all the interconnection of the eligible Indian International Telecommunication Entity, being access seeker, Co-location equipment to owner of cable landing station earth bars and Power Distribution Points/boards. Charges for the work shall be borne by the eligible Indian International Telecommunication Entity, as set out in owner of cable landing station published Co-location charges.

(g) Where, during the course of installation, operation, maintenance, replacement or repair of its Co-located equipment the eligible Indian International Telecommunication Entity, being access seeker, causes any damage to owner of cable landing station Co-location site, plant, network, equipment or facilities, the eligible Indian International Telecommunication Entity, being access seeker, must report the damage immediately to owner of cable landing station. Owner of Cable Landing Station shall rectify the damage in any way it deems fit, the cost and expense thereof shall be borne by the eligible Indian International Telecommunication Entity, being access seeker.

### **1.6 Final Inspection**

(a) Upon completion of the installation of the Co-location equipment in the Co-location space, the eligible Indian International Telecommunication Entity, being access seeker, shall advise owner of

cable landing station and request owner of cable landing station to conduct a final inspection and confirm that the installation conforms to the approved detailed installation plans.

(b) Where the final inspection reveals that the installation does not materially conform to the approved detailed installation plans; owner of cable landing station shall notify the eligible Indian International Telecommunication Entity, being access seeker. The eligible Indian International Telecommunication Entity, being access seeker must reinstall or take other appropriate corrective action within ten (10) working days of notification, or such other time as is otherwise agreed.

(c) If the eligible Indian International Telecommunication Entity, being access seeker, fails to reinstall or take the appropriate corrective action referred to in clause 1.6(b) above, the owner of cable landing station may take appropriate corrective action including removal of the eligible Indian International Telecommunication Entity's Co-location equipment. The reasonable costs for the corrective action shall be borne by the eligible Indian International Telecommunication Entity, being access seeker.

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

2.1 The eligible Indian International Telecommunication Entity, being access seeker, shall be responsible for the operation and maintenance of its Co-location equipment or as mutually agreed with the owner of cable landing station.

2.2 If a fault, defect or problem with the Co-location equipment of the eligible Indian International Telecommunication Entity, being access seeker, causes damage to the Co-location space or facilities of the owner of cable landing station, the eligible Indian International Telecommunication Entity, being access seeker must:

(a) notify owner of cable landing station as soon as practicable; and

(b) repair the fault, defect or problem or take other appropriate corrective action immediately.

2.3 The Co-location equipment must only be used by the eligible Indian International Telecommunication Entity, being access seeker, for the purpose of connecting the eligible Indian International Telecommunication Entity's Network to access Reference Capacity on specified international submarine cable at cable landing station under this Schedule or for interconnection with other service providers' equipment/ network located in cable landing station for provisioning of backhaul circuit.

### **2.5 Compliance**

(a) The eligible Indian International Telecommunication Entity, being access seeker, must ensure that its employees, agents and approved sub contractors comply with the provisions of this document including all reasonable procedures and directions of owner of cable landing station as notified from time to time.

(b) The eligible Indian International Telecommunication Entity, being access seeker, must comply with all laws, standards, authorizations and leases when performing works.

(c) The eligible Indian International Telecommunication Entity, being access seeker, must ensure that it has all necessary permits, approvals and leases from any person, governmental, regulatory or relevant authority in order to perform works or provide service.

d) The eligible Indian International Telecommunication Entity, being access seeker, will vests no right, title or proprietary interest in the Co- location site.

### **2.8 Marking of Equipment**

The Co-location equipment must be marked by the eligible Indian International Telecommunication Entity, being access seeker, to clearly indicate that it is leased by the eligible Indian International Telecommunication Entity, and in such manner as owner of cable landing station may reasonably direct.



**PART - VI**  
**Form of Letter of Authorization 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 designated supervisor/person at all time during the period of access granted to the Co-location space as indicated below Location of Co-location space granted for access:

[Location / Building name]

Photo identity

1. Approved date of access
2. Approved time of access
3. Approved duration of access

On behalf of owner of cable landing station

Signature .....

Name .....

Contact phone number.....

Fax No.....

**PART – VII****Form of Name and Details of Personnel to be Authorized**

Sl. No.	Name of the persons/ Representatives/Contractor of eligible Indian International Telecommunication Entity (access seeker)	Identity Card No.	Contact Tel. No.	Fax No.
1.				
2.				
3.				
4.				