
Clarification and Directive on Interconnection Terms between Cable and Wireless Jamaica Limited and other Fixed Networks.

Clarification Notice and Directive



OFFICE OF UTILITIES REGULATION

DOCUMENT TITLE AND APPROVAL PAGE

DOCUMENT NUMBER: Tel 2006/7

1. DOCUMENT TITLE:

Clarification and Directive on Interconnection Terms between Cable and Wireless Jamaica Limited and other Fixed Networks.

2. PURPOSE OF DOCUMENT

To clarify the International incoming termination rates and domestic termination rates for the interconnection of fixed networks and to direct Cable and Wireless Jamaica Limited and Mossel (Jamaica) Limited to conclude an interconnection agreement consistent with the Telecommunications Act 2000 and the RIO5/5A Determination.

3. RECORD OF REVISION

Reference Document # Tel 2004/11

This Clarification Notice and Directive is approved by the Office of Utilities Regulation and becomes effective on **December 8, 2006**.

By Order of the Office:

.....
J. Paul Morgan
Director General

December 8, 2006
Date

**CLARIFICATION AND DIRECTIVE ON INTERCONNECTION PRICE
BETWEEN
CABLE & WIRELESS JAMAICA LIMITED AND OTHER FIXED NETWORKS**

TO: Mossel Jamaica Limited t/a Digicel
AND Cable and Wireless Jamaica Limited

WHEREAS pursuant to the provision of Section 29 (1) of the Telecommunications Act 2000

“Each carrier shall upon request in accordance with this part permit interconnection of its public voice network with the public voice network of any other carrier for the provisions of voice services.” **AND**

WHEREAS Mossel Jamaica Limited t/a Digicel by letter dated November 10, 2006 to Cable and Wireless Jamaica Limited (C&WJ) and copied to the Office of Utilities Regulation (the Office) requested C&WJ “for immediate connectivity and end to end operability of Digicel’s Wireless Broad Band (“WBB”) Network’s voice subscribers with Cable and Wireless Jamaica Limited’s (“C&WJ”) end users” **AND**

WHEREAS by letter dated November 8th 2006 to the OUR, C&WJ requested clarification “in regard to the appropriate rates which should be charged by Digicel to C&WJ (and the rest of the industry) for termination on its Fixed Wireless/Wireless Broadband Service.” **AND**

WHEREAS Mossel Jamaica Limited has been issued domestic carrier and domestic service provider licences to provide fixed line voice service and in its application for numbers dated June 28, 2006 to the Office, indicated that its Wireless Broadband network is a fixed network and were assigned numbers on June 28, 2006 consistent with this representation and the industry was so notified on June 29, 2006

The Office **HEREBY MAKES** the following clarification in respect of interconnection to network of the dominant fixed network (C&WJ) by other non-dominant carriers:

- 1 International incoming termination rate for fixed networks as reflected in the Office’s decision on the CWJ RIO5/5A (Document # Tel 2004/11) is based on the weighted

average of domestic fixed network termination rates and such rate is therefore one and the same as and equivalent to the domestic termination rate.

- 2 All interconnection agreements between C&WJ and other carriers must be consistent with the Office's Decision on RIO 5/5A and other relevant provisions of the Telecommunications Act 2000, Sections 29 (4), (5), (6) and Section 30 (1), (the provisions of which are set out hereunder) until such time as there is a further revision of the said RIO arising from a RIO review process or otherwise.

“29 (4) The Office may either on its own initiative in assessing an interconnection agreement, or in resolving a dispute between operators, make a determination of the terms and conditions of call termination, including charges.

(5) When making a determination of an operator's call termination charges, the Office shall have regard to the principle of cost orientation, so, however, that if the operation is non-dominant then the Office may also consider reciprocity and other approaches.

(6) For the purposes of subsection (5), “reciprocity” means basing the non-dominant carrier's call termination charges on the call termination charges of another carrier.”

“30.-(1) Without prejudice to section 29, a dominant public voice carrier shall provide interconnection in relation to public voice network in accordance with the following principles-

(a) the terms and conditions under which it is provided shall be-

- (i) on a non-discriminatory basis'
- (ii) reasonable and transparent, including such terms and conditions as relate to technical specifications and the number and location of points of interconnection; and
- (iii) charges

(2) Each dominant public voice carrier shall keep separate accounts in such form and containing such particulars as will enable the Office to assess whether that carrier provides interconnection services in accordance with the principles specified in subsection (1)”.’

- 3 Any interconnection agreement for the termination of national or domestic traffic must make explicit provision for the handling of VOIP traffic and the safeguarding of Universal Service Obligation (USO) Levy payments from any leakage due to unintended consequences which may arise from the operation of this service.

- 4 USO levy payments must be consistent with the Order (“Issued by the Minister of Commerce, Science & Technology pursuant to sections 38 and 39 of the Telecommunications Act 2000”) and gazetted in the Jamaica Gazette supplement dated Tuesday, April 9, 2005 which deals with inter alia Universal Service Charge with regard to fixed and mobile networks.

THE OFFICE HEREBY DIRECTS that C&WJ and Digicel proceed to conclude the relevant interconnection agreement consistent with the Telecommunications Act 2000 and the Office’s RIO5/5A Determination and the clarification given herein.

By order of the Office

J. Paul Morgan
Director General

Dated the day of , 2006