

**INTERCONNECTION MANUAL  
FOR  
PROVISIONING OF  
INTERCONNECTIONS TO  
EXTERNAL GATEWAY OPERATORS  
(EGOs) BY SLT**

**June, 2008**



## **PROVISIONING OF INTERCONNECTIONS TO EXTERNAL GATEWAY OPERATORS (EGOs)**

### **1. Background**

The Government of Sri Lanka with the National Telecommunication Policy has introduced a new dimension to the liberalized environment of the international telecommunications sector by granting licenses to operate External Gateways for international telecommunications. This was followed by gazetting of Interconnection Rules-2003. Further, the Minister of Mass Communications has issued a special directions to the Telecommunications Regulatory Commission (TRC) of Sri Lanka for the implementation of decisions regarding payments to Operators of Domestic Connectable systems for international voice call termination and origination.

In order to facilitate the smooth resolution of interconnection related issues between EGOs and SLT, SLT has developed this Manual which describes the procedure towards provisioning of interconnections to EGOs. The EGOs who intend to establish interconnections with SLT are kindly advised to follow this procedure and forward their applications. However, if any procedural terms are not provided in this manual, the EGO will refer to the Interconnection Rules and the same will apply.

Contents of this Manual are subject to Interconnection Rules of 2003 published in the Government Gazette Extraordinary No.1278/18 dated 07<sup>th</sup> March, 2003

### **2. Procedure for Provisioning of Interconnections**

The procedure concerned with this activity is detailed herebelow.

Step 1 : EGO forwards a request for provisioning of Interconnection which is to be addressed to :

The EGO Manager,  
04<sup>th</sup> Floor, OTS Building,  
SLT Headquarters,  
Lotus Road,  
Colombo 1.

Tel. No : 011 - 2336699  
Fax No : 011 - 2336688  
E-mail : srka@slt.com.lk

which shall be the single point of contact for all EGO matters upto signing of an Interconnection Agreement (IA).

Step 2: The EGO to provide the EGO Manager the signed Non Disclosure Agreement (NDA) in duplicate.

Contd...2/-

(2)

- Step 3: SLT to sign the NDA within five (5) working days and after SLT signing the NDA, the EGO to provide the EGO Manager all the details required by SLT under the Basic Information Request (BIR) of the Interconnection Manual.
- Step 4: The EGO Manager will provide the EGO with a copy of the Interconnection Manual and the information requested in section 5(5) of the Interconnection Rules for the Provisioning of Interconnections to the EGO by SLT(Interconnection Manual).
- Step 5 : The information supplied by the EGO shall be assessed by the EGO Manager in consultation with Legal/Financial Divisions of SLT and SLT's Auditors M/s. Pricewaterhousecoopers. If the information supplied is not in conformity with the information requested, the EGO Manager will request the required missing information from the EGO concerned.
- Step 6 : Once the step five (5) is successfully completed , the EGO Manager will provide the EGO with a copy of Interconnection Agreement (IA) to commence negotiations within seven (07) working days or as agreed by both parties.
- Step 7 : Upon agreeing on IA by both parties, the agreed IA will be forwarded to the TRC, by both parties for the issuance of Certificate of Conformity (COC).
- Step 8: Once the COC is issued by the TRC, the IA will be signed in triplicate by both parties at SLT Headquarters with an original to each party and to the TRC.
- Step 9: Once the IA is signed, the EGO shall provide the Bank Guarantee to SLT for IA to come into force.

The documents annexed hereto are as follows :

1. Non-Disclosure Agreement. (Annex 1)
2. Basic Information Request. (Annex 2)

- Notes :**
1. The EGO's are fully responsible to provide complete, accurate and fair disclosure of information. Providing of any false fabricated or distorted information may result in rejection of the application. If such false fabricated or distorted information is detected at a latter stage where interconnections have already been provided under a signed IA, SLT reserves the right to terminate the IA, disconnect physical interconnections and to forfeit any securities. EGO agree to grant consent to seek approval of TRC to terminate interconnection if SLT detect any information provided by EGO as false, inaccurate or misleading after provisioning of interconnection.
  2. The issuance of this Manual does not form any kind of an offer express or implicit agreement between the parties.

Contd...3/-

(3)

ANNEX 1

**NON-DISCLOSURE AGREEMENT**

This Agreement is made and entered in to on .....day of .....2008.

Between

**SRI LANKA TELECOM PLC**, bearing registration No. PQ7, of Lotus Road, Colombo 1, Sri Lanka, a company duly incorporated under the laws of Sri Lanka, (hereinafter referred to as “**SLT**” which term, where the context so requires or admits, shall mean and include the said Sri Lanka Telecom Limited, it’s successors and assigns) of one part

And

**Bharti Airtel (Private) Limited**, bearing registration No....., of 86, Maligawatte Rd, Colombo 10, a company duly incorporated under the laws of Sri Lanka, (hereinafter referred to as “**Company**” which term, where the context so requires or admits, shall mean and include the said Bharti Airtel Lanka (Pvt) Ltd and it’s successors) of the other part

**WHEREAS :**

- A. SLT and the Company are having mutual consultations and conducting negotiations in connection with the purpose of providing and obtaining interconnection (hereinafter referred to as “the Project”) and in the course of consultations and negotiations, will be disclosing certain commercially valuable, proprietary and confidential business, financial, technical and other information to each other.
- B. Both parties agree to hold such proprietary and confidential information in the strictest confidence upon the terms and conditions hereinafter appearing.

**NOW IT IS HEREBY** agreed by the parties as follows:

Contd...4/-

## 1. DEFINITIONS

- 1.1 “**Confidential Information**” is defined as any and all information of any kind, whether in written or electronic format, oral or otherwise, and whether or not labeled as “Confidential”, including without limitation, information relating to the business, financial condition, marketing strategies, know-how, suppliers, customers, operations, pricing, technical information, contract terms and conditions and all information of any kind relating to either party, their respective shareholders and/or related or associated companies which are disclosed, submitted or howsoever made available by or on behalf of one party to the other or to their Personnel for the purpose of or in connection with the Project, whether before or after the date of this Agreement.
- 1.2 “**Disclosing Party**” means the party disclosing the Confidential Information
- 1.3 “**Personnel**” means either party’s directors, employees, officers, advisors, consultants or agents
- 1.4 “**Receiving Party**” means the party receiving the Confidential Information

## 2. MUTUAL UNDERTAKING

Both parties agree and undertake :

- 2.1 to hold the Confidential Information of the other party in the strictest confidence and to not at any time disclose or use or permit to be disclosed or used any of the Confidential Information or its knowledge of the existence of the Confidential Information for any purpose other than for the purpose of the Project; and
- 2.2 not to disclose or divulge the Confidential Information of the other party to any person whatsoever without the prior written consent of the other party except as stated herein

## 3. OBLIGATIONS OF CONFIDENTIALITY

Both parties hereby covenant and agree to do all of the following :

- 3.1 to restrict the dissemination, circulation and supply of the Confidential Information of the other party or any part thereof to their Personnel who are directly involved with the Project and only to the extent necessary for each of them to perform their duties.

Contd...5/-

(5)

- 3.2 to use their respective best endeavours to ensure and procure that none of their Personnel will do any act, matter or thing which, if done by that party, would constitute a breach of the obligations of that party under the terms of this Agreement.
- 3.3 to take all reasonable action to prevent unauthorized disclosure or use of the Confidential Information of the other party.
- 3.4 inform and advise their Personnel who may have access to the Confidential Information of its confidential and proprietary nature.

#### **4. EXCEPTIONS**

The confidentiality obligations herein shall not apply, however, to any part of the Confidential Information which:-

- 4.1 prior to the date hereof, is in the public domain or hereafter comes into the public domain other than as a result of a breach of this Agreement;
- 4.2 is explicitly approved for release by written authorization of the Disclosing Party;
- 4.3 was known to the Receiving Party at the time of disclosure, without restrictions in disclosure, as shown by written records in existence at the time of disclosure;
- 4.4 was lawfully obtained by the Receiving Party without breach of this Agreement and otherwise not in violation of the Disclosing Party's rights;
- 4.5 is required by law or by order of a court of competent jurisdiction or by any rule, direction or regulation of any regulatory or governmental authority or any recognised stock exchange, to be disclosed, provided always that, to the extent permitted by law, prior to any such disclosure being made, the Receiving Party shall notify and consult with the Disclosing Party as to the proposed form, nature and purpose of the disclosure;  
or

#### **5. DURATION OF OBLIGATION**

This Agreement shall continue to govern the delivery of and other matters related to the Confidential Information until terminated by written notice from either party to the other, subject to the provisions of any agreements to be executed between the parties hereto, except that the obligations of the parties hereunder with regard to the Confidential Information disclosed prior to termination shall continue in effect for a period of five (5) years from the date of disclosure.

Contd...6/-

## **6. OWNERSHIP OF CONFIDENTIAL INFORMATION**

The parties acknowledge and agree that all Confidential Information disclosed by or on behalf of the Disclosing Party shall be and remain the property of the Disclosing Party. Nothing in this Agreement shall be construed as granting or conferring any license or any rights whatsoever (including without limitation any intellectual property rights), whether expressly, impliedly or otherwise, in respect of the Disclosing Party's Confidential Information to the Receiving Party.

## **7. RESTRICTIONS AND RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION**

7.1 Tangible forms of Confidential Information shall not be copied, in whole or in part, without the prior written consent of the Disclosing Party, except for a reasonable number of copies necessary to carry out the transactions contemplated by or pursuant to this Agreement.

7.2 Upon request by the Disclosing Party and at the Disclosing Party' direction, the Receiving Party shall forthwith :

7.2.1 return all documents and other materials containing such Confidential Information together with all copies and reproductions thereof; or

7.2.2 destroy all documents and other materials containing such Confidential Information together with all copies and reproductions thereof and the Receiving Party shall confirm such destruction to the Disclosing Party in writing.

## **8. NO LICENCE**

8.1 No license, whether express or implied, in the Confidential Information is granted by either party to the other to use the Confidential Information other than in the manner and to the extent authorized by this Agreement.

8.2 The Receiving Party understands and agrees that it is not allowed to sell, develop or otherwise exploit any parts, products, services, documents or information which embody in whole or in part any Confidential Information, except as contemplated by this Agreement.

## **9. REMEDIES FOR BREACH**

9.1 Both parties acknowledge that they are aware and fully understand that in the event of any breach of this Agreement by the Receiving Party or their Personnel, then the Disclosing Party could suffer substantial loss and damage which monetary damages cannot adequately remedy.

Contd...7/-

9.2 The Receiving Party acknowledges that the Disclosing Party shall be entitled to specific performance, injunctive and other equitable relief in enforcing the obligations in this Agreement in addition to all other remedies available in law including but not limited to damages. In the event it becomes necessary to seek such injunctive or other equitable relief the Receiving Party agrees to waive any requirement of placing security or sending notice as a precondition of making such order.

## **10. LAWS AND JURISDICTION**

This Agreement is governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.

## **11. NO WAIVER OR ACQUIESCENCE**

No delay by either party in exercising any right, power or remedy under this Agreement shall operate as a waiver or acquiescence thereof nor shall it restrict or affect the party's rights or powers under this Agreement. No waiver of any term or condition to this Agreement shall be effective unless made in writing.

## **12. AMENDMENTS**

This Agreement is the entire agreement between the parties and supersedes any and all prior or contemporaneous representations, agreements and promises, written or oral, between the parties, regarding the subject matter of this Agreement. Any amendments to this Agreement shall only be effective if agreed in writing and signed by both parties.

## **13. BINDING EFFECT**

This Agreement shall be binding on the heirs, permitted assigns and successors in title of the parties hereto.

## **14. NO OBLIGATION TO PROCURE PRODUCTS OR SERVICES**

In no event shall this Agreement or the parties' agreement to enter into this Agreement be construed to mean that either party shall procure from or shall be obliged to procure from the other party any products or services or to enter into any transaction or be obliged to enter into any transaction with each other.

Contd...8/-

IN WITNESS WHEREOF the authorized representatives of the parties have placed their signatures hereto and to one other of the same date and tenor as these presents on the dates and at the places stated hereinafter.

Signature of the .....of **Sri Lanka Telecom Limited**, the authorised signatory of the said **Sri Lanka Telecom Limited** was placed hereto on this ..... day of ....., 2008 at Colombo.

.....  
Authorized Signatory,  
Sri Lanka Telecom Limited

Witnesses:

1.....  
Name: .....

2.....  
Name: .....

Signature of the .....of ....., the authorised signatory of the said ..... was placed hereto on this ..... day of ....., 2008 at Colombo.

.....  
Authorized Signatory,  
.....

Witnesses:

1.....  
Name: .....

2.....  
Name: .....

Contd....9/-



ANNEX 2

BASIC INFORMATION REQUEST (BIR) FROM EGOs

Basic information to be provided by EGOs:

1. CORPORATE

- (i) Organisational Structure - General including functions.  
- Operational & Maintenance activities
- (ii) Names and Addresses of Foreign Partners.
- (iii) Change of Director/Secretary and particulars of Director/Secretary (Form 20).
- (iv) Annual Accounts of the past three (03) years (if applicable).
- (v) List of Associated & Subsidiary Companies and the names of their Directors.
- (vi) Certificate of Incorporation.
- (vii) Company re-registration Certificate (for existing companies)
- (viii) Notice of Companies change of Registered office Address (Form 13).
- (ix) Registration of a Company (Form 1).
- (x) Certified copy of Articles of Association.
- (xi) Notice of a special resolution (Form 39).
- (xii) Copy of the External Gateway Operator License.

2. TECHNICAL

- (i) Source Identification Code/Equal Access Code assigned to EGO.
- (ii) Estimated Incoming traffic volume in minutes initially and projected for the next five (05) years.
- (iii) Network Configuration and who provides interconnecting link.
- (iv) Mode of interconnecting link (Radio O/F Cable, Other).
- (v) Capacity of the Link : (a) Ultimate, (b) Installed at present and  
(c) Equipped at present.

(10)

- (vi) Make & Model of the Gateway Switch.
- (vii) Capacity of the Gateway Switch : (a) Ultimate, (b) Installed at present and (c) Equipped at present.
- (viii) Type of Signalling to be used.
- (ix) Location of the Gateway Switch.
- (x) Nature of traffic (Origination, Termination and /or Transit).
- (xi) Quality of service (Toll quality, Compressed, VOIP, Other).
- (xii) Arrangements for twenty four (24) hours per day maintenance of interconnection link and circuits thereof.
- (xiii) Arrangements for customer relation services and customer education.
- (xiv) Mode of operation of International segment (Analogue, Digital, VOIP, Other).
- (xv) (a) Number of SLT customers that EGO that EGO expects to sign-up at year end 2006.  
(b) Names of other Operators in Sri Lanka with whose customers the EGO expects to sign-up in 2006.
- (xvi) If outgoing international calls are offered through;
  - (a) If Pre-paid Cards, provide access telephone numbers and date of commencement of operation.
  - (b) Post-paid Cards, provide Access Code and date of commencement of operation.

### 3. DECLARATIONS, UNDERTAKINGS AND WARRANTIES

- (i) A declaration on the EGO is not a company that has a director, or a person who is or was a director of a company that has defaulted SLT.
- (ii) An undertaking on the effective and prompt maintenance of interconnecting link and circuits thereof right upto point of interconnection by the EGO.
- (iii) An undertaking on promptly effecting all payments due to SLT at all times.
- (iv) A warranty signed by the EGO, it's Associated and Subsidiary Companies to the effect that all information provided alongwith their application is true and correct.

**\* A sample declaration form is shown on page 11**

**Declaration for Provision of Connections (To be signed by all the Directors)**

Chief Executive Officer,  
Sri Lanka Telecom,  
Lotus Road,  
Colombo 01.

We, .....  
and ..... being directors of (Company Name)  
..... (hereinafter referred to as the “Said  
Company”) duly incorporated in Sri Lanka under the incorporation number (Registered No.)  
..... and having its registered office at (Address) .....  
..... do hereby declare, undertake and warrant on behalf of the  
said Company as follows:-

- (i) The said Company has not defaulted SLT at any point of time.
- (ii) The said Company does not have a director who has defaulted SLT and the said Company is not a Company that has a director who is a director of a Company that has defaulted SLT.
- (iii) To effect prompt maintenance of interconnect link and circuits thereof right up to point of interconnection by the said Company.
- (iv) To promptly effect all payments due to Sri Lanka Telecom at all times.
- (v) All information provided along with our application are true, accurate and correct.

.....  
(Name of Director)

.....  
(Name of Director)

.....  
(Name of Director)

DIRECTORS.