

DATED [●] 2000

[Operator]

and

[Vodafone AirTouch Plc Subsidiary]

Standard Form Framework
Wholesale Interconnection Agreement
(The "agreement")

This Agreement is made the • day of • [month] 2000

between:

[Operator] registered in [•] No. • having its registered office at [address] (the "**Operator**")

and

[**VODAFONE AIRTOUCH PLC** subsidiary] registered in [•] having its registered office at [•] ("**VFAT Operator**").

The Operator and the VFAT Operator are jointly referred to hereunder as the "Parties".

Whereas:-

- (A) The Operator is a mobile telecommunications operator with the appropriate interconnection entitlements.
- (B) The VFAT Operator is a mobile telecommunications operator being a subsidiary or a holding company of Vodafone AirTouch Plc .
- (C) Vodafone AirTouch Plc has given undertakings to the European Commission which are attached to the decision in Case M.1795 - Vodafone/Mannesmann dated 12 April 2000 so that where it is necessary (in order for the Operator to replicate in its country an advanced pan-European mobile service to retail customers of a type announced or already offered by a VFAT affiliated company in that country) for the Operator to have access to a wholesale interconnection service of a type:-
 - (i) needed by that VFAT affiliated company to make that type of retail service available: and
 - (ii) which is already announced or provided to that VFAT affiliated company by a member of the Vodafone AirTouch Group in another country;

that wholesale interconnection service shall be made available by that member of the Vodafone AirTouch Group on non-discriminatory terms in accordance with those undertakings and this agreement.

- (D) The VFAT Operator holds a mobile telecommunications network operator licence issued in [*1] and runs public telecommunications systems pursuant to such licence in [*1] .
- (E) The Operator provides mobile telecommunications services in [*2] pursuant to a license or authorisation issued in [*2].

*[N.B. *1 and *2 should refer to different countries.]*

- (F) The Operator has requested the wholesale interconnection services referred to in this agreement and the VFAT Operator has pursuant to the undertakings referred to above, offered to enter into this agreement for the purpose of providing such services to the Operator.

It is agreed as follows:

1. Definitions and Interpretation
 - 1.1. In this agreement, except if the context requires otherwise, words and expressions are as defined in Schedule 4.
 - 1.2. In the event of any inconsistencies between them, the order of precedence will (unless expressly stated to the contrary) be as follows:-
 - 1.2.1. main body of this agreement;
 - 1.2.2. Schedule 4;
 - 1.2.3. Schedules 1 and 2;
 - 1.2.4. Schedule 3;
 - 1.2.5. Schedule 5.
 - 1.3. In the event of any doubt regarding the interpretation of any provision of this agreement, then the provision in question shall be construed in a manner consistent with the Undertakings and with the purpose of the decision of the European Commission in Case M.1795 – Vodafone/Mannesmann.
 - 1.4. The recitals are for the purposes of interpretation only and do not create any binding obligations between the parties.
 - 1.5. The headings of clauses are for ease of reference and will not affect the construction of this agreement.
 - 1.6. [Indicative only - The Interpretation Act 1978 will apply for the purpose of interpreting this agreement as if it were an act of Parliament][References to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended extended or replaced]
2. Provision of Information
 - 2.1. The VFAT Operator agrees to provide to the Operator sufficient information in the possession or control of the VFAT Operator regarding:
 - 2.1.1. the location of the VFAT Operator's facilities at which Point(s) of Connection may be located; and
 - 2.1.2. technical interfaces and any other information reasonably necessary to establish interconnection with the VFAT Operator's system and the interoperability between the Operator System and the VFAT Operator System;
 - 2.1.3. the tariffs for any service provided pursuant to this Agreement between the VFAT Operator and any third party in order to enable the Operator to ensure compliance with the non-discrimination principle referred to in Article 23 of the Undertakings. In the event of the VFAT Operator's refusal to provide such information it shall be presumed

that the tariffs may be discriminatory. In such a case, the Operator shall be entitled to require communication of the necessary information to the Arbitrator in accordance with clause 26.2 of this Agreement.

in order to enable the Operator to form an opinion regarding the feasibility of such interconnection and the number and location of interconnection points required.

Such information shall be provided as quickly as reasonably possible and in any event not later than within [10][to be confirmed] days from the date of receipt by the VFAT Operator of the Operator's request.

2.2. The Operator agrees to provide to the VFAT Operator information regarding its facilities and technical interfaces necessary to establish interconnection and to ensure the interoperability of the Operator's system and the VFAT Operator's system so as to enable the VFAT Operator to form an opinion regarding the feasibility of such interconnection and the number and location of Points of Connection required, taking into account the available capacity to meet the Operator's demands.

3. Interconnection and Services

3.1. The Points of Connection are as set out in Schedule 5.

3.2. The parties will connect and keep connected, the VFAT Operator System and the Operator System at Points of Connection [using Customer Sited Interconnect or In Span Interconnect] in accordance with the technical specification set out in Schedule 1 to such extent as is permitted by the Operator Licence.

3.3. The method for agreeing any requirements for and the location of any additional Points of Connection will be as set out in the operational procedures contained in Schedule 1.

3.4. Tests for interconnection will be agreed according to the method contained in the operational procedures set out in Schedule 1.

3.5. Subject to the provision of Clause 22 and Annex 3 of the Undertakings, unless there is no adequate network capacity to meet the Operator's request, or there are no technical means to do so, the VFAT Operator will provide those services described in Schedules 2 and 3 as those Schedules may be amended from time to time pursuant to the procedures referred to in Clause 5 (being procedures for the introduction of a new wholesale interconnection service already provided to a VFAT affiliated company in the Operator Territory by the VFAT Operator and which is required by the Operator in order for the Operator to replicate an advanced pan-European mobile retail service offered by that VFAT affiliated company in the Operator Territory).

3.6. The Operator has no obligation to deliver calls to the VFAT Operator System.

3.7. The obligation for the VFAT Operator to convey calls only applies to calls handed over from the Operator System to the VFAT Operator System if the call in question has been previously switched by the Operator System prior to being handed over.

- 3.8. The VFAT Operator will not be liable for any failure to provide services to the extent that any such failure is attributable to any inaccurate forecasts provided by the Operator under Schedule 2.
- 3.9. Each party will comply with the Specifications in so far as they apply to the provision of services pursuant to this Agreement.
- 3.10. In the practical implementation of the Specifications relating to the interconnection of the VFAT Operator System and the Operator System the parties will apply standards and operating guidelines which in the first instance have due regard to the following in the following order of precedence:-
- 3.10.1. any legal requirements imposed upon each party under its licences;
- 3.10.2. any relevant specification notified by any National Regulatory Authority;
- 3.10.3. any recommendations by ETSI;
- 3.10.4. any recommendations by ITU-T; and
- 3.10.5. the GSM Association.
- 3.11. The VFAT Operator does not warrant or represent that the operation of the VFAT Operator System shall be free from error or interruption.

4. Non-Discrimination

The VFAT Operator will in providing Services pursuant to this agreement to the Operator, treat the Operator on a non-discriminatory basis with other interconnecting public mobile operators in an equivalent position who run public mobile telecommunications systems in the Operator Territory, including taking all reasonable steps to ensure that:-

- 4.1. the technical and operational quality and timing of the services supplied is equivalent to that which the VFAT Operator provides to itself or to other interconnecting public mobile operators in an equivalent position who run public mobile telecommunications systems in the Operator Territory; and
- 4.2. that the Operator receives fault detection, handling and rectification of a technical and operational quality and timing that is equivalent to that which the VFAT Operator provides to other interconnecting public mobile operators in an equivalent position who run public mobile telecommunications systems in the Operator Territory.
- 4.3. The VFAT operator's tariffs for any service provided under this Agreement are set at a level which does not give rise to margin squeeze contrary to the requirements of Annex 4 of the Undertakings and must be at a price which does not discriminate between the Operator and any member of the VFAT Group as required under annex 2 of the Undertakings.

5. New Services

The VFAT Operator shall establish and maintain for so long as the Undertakings remain in force, procedures reasonably necessary to deal with requests from the Operator for new wholesale interconnection services in accordance with the Undertakings. In the event that:-

- 5.1. the parties agree pursuant to such procedures that the VFAT Operator will provide a new wholesale interconnection service to the Operator under this Agreement; or
- 5.2. in order to comply with a decision of the arbitrators properly made pursuant to the Fast Track Dispute Resolution Procedure referred to in the Undertakings, the VFAT Operator is obliged to provide a new wholesale interconnection service to the Operator under this agreement; or
- 5.3. a wholesale interconnection service of a type already provided by the VFAT Operator to a Vodafone affiliated company in the Operator Territory, is required by the Operator in order for the Operator to compete effectively with an advanced pan-European mobile retail service which:-
 - 5.3.1. is announced or offered by that VFAT affiliated company in the Operator Territory; and:
 - 5.3.2. relies upon that type of wholesale interconnection service;

then the VFAT Operator shall offer to add to Schedule 3 to this Agreement a new section setting out those additional terms and conditions applicable to the provision of such new wholesale interconnection service it being understood that such terms and conditions shall be consistent with the Undertakings. If such terms and conditions are acceptable to the Operator the parties shall incorporate such new section into Schedule 3 by means of a supplemental agreement to be signed by both parties. Such new wholesale interconnection services may include (for example) a wholesale interconnection service to be provided by means of an indirect interconnection if the VFAT Operator agrees to provide such a service or if it is required by the Operator in order for the Operator to replicate an advanced pan-European mobile retail service offered by a VFAT affiliated company in the Operator Territory and is a service provided by the VFAT Operator to that Vodafone affiliated company. For the avoidance of doubt, the VFAT Operator shall not be obliged to provide new wholesale services in circumstances where the required network capacity is unavailable or where it is technically unfeasible to do so as described in Annex 3 of the Undertakings.

6. Operational Procedures

- 6.1. The VFAT Operator will use reasonable endeavours to ensure the restoration of service following a fault in the VFAT Operator System.
- 6.2. Neither party will make any alterations, adjustments or additions to their respective systems or to any plant, equipment or apparatus of the other party in such a way as to impair the operation of the other party's system or the conveyance of calls through the Points of Connection.

- 6.3. Each party will afford to the other the reasonable opportunity to verify the compliance of the other party with operational procedures and standards as set out in this agreement.
- 6.4. The parties will agree procedures for testing and clearance of faults in accordance with the principles and guidelines set out in Schedule 1.

7. Charges and Payment for Charges

- 7.1. The Operator will in accordance with this agreement pay the charges payable by it in Schedules 2 and 3 or the VFAT Operator's Price List and otherwise as expressly provided for in this Agreement or agreed upon between the parties pursuant to this Agreement it being understood that such charges shall be set in accordance with the principles set out in the Undertakings and in particular, Annex 4 thereof.
- 7.2. All charges set out in this Agreement (and the Schedules) are exclusive of value added tax which will be payable by the Operator in addition at the prevailing rate from time to time.
- 7.3. Save for the charges expressly set out or referred to in Schedule 2 and 3 and the VFAT Operator's Price List or otherwise provided for in or agreed upon between the parties pursuant to this Agreement, no other charges will be payable by either party.
- 7.4. The VFAT Operator will be entitled to charge the Operator (in addition to the charges referred to in Clause 7.1 above) the costs and expenses expended or incurred by the VFAT Operator (including the costs of materials and equipment, costs of labour and relevant overheads) in:-
 - 7.4.1. establishing and maintaining interconnection requested by the Operator, including the Point(s) of Connection (and any further Points of Connection agreed between the parties) and for providing capacity or additional capacity at such Point(s) of Connection;
 - 7.4.2. any works necessary in respect of the VFAT Operator System in order to provide the services described in Schedules 2 and 3 or any new wholesale interconnection services to be introduced pursuant to the procedures referred to in Clause 5.

Invoices issued by the VFAT Operator for any such charges, costs and expenses will be payable by the Operator within [•] days of [receipt of] invoice].

- 7.5. The VFAT Operator's charges for any Calls which are received from the Operator System by the VFAT Operator System and conveyed through the VFAT Operator System are as set out in the VFAT Operator's Price List.
- 7.6. Charges for Calls conveyed from one System to the other under this clause 7 will commence when the telecommunication System run by the called customer answers or apparatus within the System conveying the Call to the called customer answers the Call on behalf of that customer.
- 7.7. The VFAT Operator may from time to time serve a written notice on the Operator amending its Price List.

- 7.8. The VFAT Operator will be responsible for recording and will send invoices to the Operator in respect of Calls from the Operator System to the VFAT Operator System. Charges for all Calls will be calculated on bulk traffic (not Call by Call). Reporting and invoicing for the charges will be carried out on a [calendar monthly] basis. An accounting summary report will be sent with each invoice sent to the Operator by the VFAT Operator. This accounting summary report will detail for each calendar month by Call type and charge band the number of Calls, total chargeable Call duration, [pence] per minute rate specified in the Schedule and the total charge, being the product in [●] of the applicable pence per minute rate and the total chargeable Call duration. For these purposes, ("total chargeable Call duration") means the aggregate number of minutes of all Calls. Invoices will be payable within [●] days of the [date][receipt] of the invoice.
- 7.9. If the Operator fails to pay any amount due under this agreement within the [●]period the other party will from the expiry of such period be entitled to charge and receive interest at the rate of 4 per cent per annum above [●]'s base lending rate from time to time provided always that the VFAT Operator will not have the right to charge interest in accordance with this clause unless it has given the Operator at least seven days' prior written notice of its intention to do so and the Operator has failed to pay within the seven-day period in which event interest will accrue from the date payment was originally due until the date of payment.
- 7.10. Each party will maintain and retain for a period of three years from its submission of each invoice true and accurate books of account and information contained in or on discs, tapes, documents or other records as may reasonably be required for calculation or verification of the amounts payable under such invoice.
- 7.11. If the Operator disputes the amount of any invoice delivered by the other party, the parties will consult to try to resolve the dispute. Pending resolution of any dispute all non-disputed sums will be paid as set out in clause 7.6 above. Failing resolution, the dispute will be referred for investigation and determination by such person, firm or operator (being chartered accountants) as the parties may agree, or in default of Agreement, such chartered accountants as may be nominated by [●] to act as an expert and not as an arbitrator and whose decision in the absence of evidence of manifest error, will be final and binding. The parties will co-operate in such investigation and any sum thus found to be due or overpaid will be promptly paid or refunded (including any interest payable or paid pursuant to clause 7.7 as the case may be). The costs of the chartered accountants will be paid by the Operator unless the invoice is established to have been incorrect, in which case the VFAT Operator will pay such costs. Each party will permit the chartered accountants to have access, upon giving reasonable notice to either party, solely for the purpose of inspecting the apparatus used for recording and charging Calls made between the Systems. Any such inspection will be made in such a way as to cause the minimum inconvenience. The party whose premises are being visited for such inspection will provide the chartered accountants with reasonable facilities and assistance for such purpose.

8. Signalling Protocol/Transmission Performance and Grade of Service
 - 8.1. The signalling protocol between the Systems shall be as provided for in Schedule 1 or otherwise agreed upon between the Parties. The signalling protocol and the signalling messages will only be used to support the Services agreed between the parties and in the manner specified in Schedule 1.
 - 8.2. The transmission performance and grade of service will be as set out in Schedule 1.
9. Calling Line Identification
 - 9.1. If a party's System requests CLI from the other System the originating System will generate and convey CLI to the System requesting it to the extent that the originating System has such a capability for both administrative and display purposes.
 - 9.2. Calls handed over from a third party System will convey, to the extent received, the CLI associated with those Calls.
 - 9.3. Notwithstanding other provisions of this Agreement a party may use CLI to pass telephone numbers to Emergency Organisations.
 - 9.4. The cost of generating and conveying CLI is included in the VFAT Operator's Price List [or otherwise agreed between the Parties].
 - 9.5. Any arrangements which the parties make with regard to CLI will be subject to any obligation or condition under either party's licence, any relevant national or international codes of practice or any statutory or legal obligation or restriction with regard to confidentiality or otherwise including applicable data protection legislation and the EU's Data Protection and Telecoms Sector Data Protection Directives.
 - 9.6. If there is a change in applicable law or regulation materially affecting the operation of CLI, the parties will change the operation of CLI to the extent necessary to comply with the applicable law or regulation.
10. Protection of the VFAT Operator System
 - 10.1. The Operator will not do or permit to be done or omit or permit the omission of anything in relation to the Operator System which either will cause damage to the VFAT Operator System or will, save as permitted under or pursuant to this Agreement, result in modification of the proper and normal operation of the VFAT Operator System.
 - 10.2. The Operator will upon reasonable written request from the VFAT Operator provide the VFAT Operator with all necessary facilities including rights of access to the Point of Connection in order to verify that the Operator is complying with its obligations under clause 10.1 provided always that the VFAT Operator will not in so doing do anything which may inhibit or interfere with the proper and normal operation of the Operator System.

11. Protection of the Operator System

11.1. The VFAT Operator will not do or permit to be done or omit or permit the omission of anything in relation to the VFAT Operator System which either will cause damage to the Operator System or will, save as permitted under or pursuant to this Agreement, result in modification of the proper and normal operation of the Operator System.

11.2. The VFAT Operator will upon reasonable written request from the Operator provide the Operator with all necessary facilities including rights of access to the Point of Connection in order to verify that the VFAT Operator is complying with its obligations under clause 11.1 provided always that the Operator will not in so doing do anything which may inhibit or interfere with the proper and normal operation of the VFAT Operator System.

12. Safety

The parties will take all necessary and prudent steps to ensure that the implementation of this agreement will not endanger the health or safety of any persons including each other's employees, agents, sub-contractors and customers and in this respect each party will be responsible for the safe operation of the equipment within its System on its side of the Point of Connection.

13. Operational Liaison

The parties will consult together from time to time in connection with the operation of this Agreement and endeavour to resolve any problems arising from such consultation or otherwise encountered in relation to this agreement.

14. Intellectual Property Rights

14.1. Subject to clause 14.2, trademarks, inventions, knowhow, patents, copyrights, designs, database rights and other intellectual property (the "**intellectual property**") will remain in the ownership of the party originating or which has acquired the same and nothing in this agreement will confer or be deemed to confer on either party any rights in or licence to use the intellectual property of the other party.

14.2. Where the intellectual property is developed in connection with performance of this agreement then in the absence of any other agreement between the parties the ownership of the intellectual property will remain in the party who developed the same PROVIDED that in consideration of the entry into this agreement the other party will be licensed at no cost to use the intellectual property for the purpose of implementing this agreement. For the avoidance of doubt, the provisions of this clause shall apply on a reciprocal basis whether the VFAT Operator or the Operator is the party who develops the intellectual property in any given circumstances.

15. Force Majeure

15.1. Neither party will be liable for any breach of this agreement caused by force majeure which expression will mean act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of Government or highway authority, industrial disputes of any kind (whether or not involving that party's employees), fire, lightning, explosion, subsidence,

inclement weather, acts or omissions of persons or bodies for whom the party affected by the force majeure is not responsible or any other cause whether similar or dissimilar outside the control of that party.

- 15.2. The party affected by force majeure will promptly notify the other of the estimated extent and duration of such inability to perform its obligations.
- 15.3. Upon the cessation of the delay or failure resulting from force majeure the party affected by force majeure will promptly notify the other of such cessation.

16. Liability

- 16.1. Neither party excludes liability for death or personal injury attributable to its own negligence or deceit.
- 16.2. The Operator will not be liable to the VFAT Operator for claims, proceedings or actions brought or made against the VFAT Operator by a user of telecommunications equipment which is connected to the VFAT Operator System nor will the VFAT Operator be liable to the Operator for claims, proceedings or actions brought or made against the Operator by a user of telecommunications equipment which is connected to the Operator System. The provisions of this clause will apply notwithstanding that such claims, proceedings or actions arise from the actions or omissions of the Operator or the VFAT Operator, respectively.
- 16.3. With the exception of charges payable under this agreement, the liability of each party to the other for all damages, losses and expenses which are recoverable at law arising in contract, tort (including negligence or breach of statutory duty) or otherwise arising by or from a breach of this agreement will be limited to [●] for any one incident or series of events arising from a single incident and to [●] for any series of incidents related or unrelated in any period of 12 months.
- 16.4. In any event neither party will be liable to the other for loss of profits, business or anticipated savings whether incurred directly or indirectly, or for any indirect or consequential damage whatever, either in contract or otherwise.
- 16.5. The amounts specified in clause 16.3 will be adjusted on each 1 January after the date of this agreement by the percentage change in the ([inflation] index compared with the [●] index published in the previous year.
- 16.6. Each provision of this clause limiting or excluding liability operates separately and survives independently of the others.

[This clause 16, to be reviewed in accordance with local legal requirements]

17. Confidentiality

- 17.1. Subject to clause 17.2, each party will treat and procure that its directors and employees treat as confidential all information whether of a technical or business nature or otherwise relating in any manner to the business or affairs of the other party or relating to this agreement and will not disclose such information to any person firm or operator (including for the avoidance of

doubt, any VFAT affiliated companies) and will not use such information other than for the purposes of this agreement.

17.2. The provisions of clause 17.1 will not apply to any information which is:

17.2.1. in or comes into the public domain other than by default of the recipient party;

17.2.2. obtained by the recipient party from a bona fide third party having free right of disposal of such information and without breach by the recipient party;

17.2.3. previously known by the recipient party at the time of its receipt from the disclosing party; or

17.2.4. properly disclosed pursuant to and in accordance with a relevant statutory, taxation or regulatory obligation or to obtain or maintain any listing on a Stock Exchange.

17.3. Information which is the subject of the provisions of clause 17.1:-

17.3.1. will only be used for the purpose for which it was delivered and/or for the purposes of performing the obligations of the parties under this agreement; and

17.3.2. may be disclosed to agents, sub-contractors and professional advisers of the parties hereto who have a need to know such information provided that all such agents, sub-contractors and professional advisers will prior to receiving such information enter into a confidentiality undertaking in the form of this clause (with the exception of this sub-clause) with the disclosing party.

17.4. The provisions of this clause 17 will apply for a period of 5 years from the date of disclosure.

18. No Publicity

[To be negotiated on a case by case basis, if necessary.]

19. No Partnership

The parties declare that it is not the intention of either of them to enter into a joint venture with each other by this agreement and nothing in this agreement will be deemed to constitute a partnership between the parties or constitute one party the agent of the other for any purpose whatsoever.

20. Waivers

Failure by either party at any time to enforce any of the provisions of this agreement will not be construed as a waiver by such party of any such provision or in any way affect the validity of this Agreement or any party.

21. Assignment

21.1. This agreement is personal to the parties and neither party will assign, transfer, charge, encumber or otherwise deal with the whole or any part of

this agreement or its rights or obligations under this agreement without the prior consent in writing of the other party such consent not to be unreasonably withheld or delayed.

- 21.2. Subject to clause 21.1, if a party gives its consent in writing to an assignment by the other party, then it will be a condition precedent of such consent that the assignee is licensed to run the System of the assigning party and the assigning party will procure that the assignee enters into a novation agreement with the other party and the assigning party whereby the assignee agrees to observe and perform the terms and conditions of this agreement referable to the assigning party and the other party may require the assigning party to guarantee the performance by the assignee of such terms and conditions.

22. Commencement, Duration and Termination

- 22.1. This agreement will come into force on the date it is executed and, without prejudice to the provisions for earlier termination contained in this agreement, it will continue until the end of the Initial Term and shall continue thereafter until terminated by either party by giving to the other party [●] months' notice given in writing to expire on or at any time after the Initial Term.
- 22.2. This agreement will terminate upon the expiry, earlier revocation or other termination of either party's licence without there being a replacement or other licence to that party to run that party's System.
- 22.3. If either party ceases to be an Annex II Public Operator:-
- 22.3.1. the party so ceasing may terminate the agreement by not less than three months' advance written notice; or
- 22.3.2. the other party may terminate the agreement immediately by written notice.
- 22.4. The operation of this agreement and all interconnections and/or services or any part of any of them provided under or pursuant to this agreement may be suspended on 30 days' notice by either party in the event that and for so long as the other party will be in material breach of this agreement (including non-payment of any sums due thereunder) and will have failed to remedy such breach within 30 days after receipt of a notice specifying the breach and requiring it to be remedied PROVIDED THAT in case of emergency (including in particular but without limitation, in circumstances where a material breach of this agreement by the Operator may result in damage to or may impair the operation of the VFAT Operator System) such suspension may be implemented without prior notice but in any event, such suspension will only apply to such of the services provided under this agreement as are affected by the emergency.
- 22.5. This agreement may be terminated immediately by either party:
- 22.5.1. upon the expiration of [●] months' written notice given by either party to the other at any time following the suspension in accordance with and pursuant to clause 22.4 provided that the other remains in material breach of this Agreement upon such expiry; or

- 22.5.2. upon the expiration of three months' written notice by the VFAT Operator in respect of [consistent] breaches of the payment provisions set out in clause 7.6 above corresponding to unpaid services for at least 3 consecutive months; or
- 22.5.3. if either party is prevented from performing all or a substantial part of its obligations under this agreement as a result of an event of force majeure for a period exceeding 60 days for a reason mentioned in clause 14.1; or
- 22.5.4. by notice in writing to the other if the other ceases to trade or a resolution or petition to wind up the other party is passed or presented (otherwise than for the purposes of reconstruction or amalgamation), or a receiver of any of the other party's assets or undertaking is appointed or if the other party becomes unable to pay its debts within the meaning of any relevant insolvency legislation or other circumstances arise which entitle the court or a creditor to appoint a receiver or administrator or to make a winding-up order in respect of the other party.
- 22.6. Upon the termination or expiry of this agreement each party will be entitled after reasonable prior notice in writing to the other party to enter the premises of the other party for the purposes of carrying out any necessary disconnection works and repossessing any plant, equipment or apparatus belonging to the party or a third party installed by or for that party provided that the party seeking to enter the premises will give the other reasonable notice requesting that the other party carry out disconnection and return any such plant equipment and apparatus and will only enter the premises if that other party will have failed to do so. The party on whose premises such equipment or apparatus was installed will compensate the other for any such plant equipment apparatus or things belonging to the other or such third party which are not delivered up in good condition (fair wear and tear excepted) and the party carrying out such disconnection works will indemnify the other in respect of any damage thereby caused to the premises fixtures and fittings of such party. Neither party will be responsible for any damage to plant equipment or apparatus belonging to the other or such third party which has been caused by any failure by the other or such third party to perform necessary and timely maintenance.
- 22.7. Termination or expiry of this agreement will not:
- 22.7.1. operate as a waiver of any breach by a party of any of the provisions of this agreement and will be without prejudice to any rights, liabilities or obligations of either party which have accrued up to the date of such termination or expiry; or
- 22.7.2. affect the coming into force or the continuation in force of any provision of this agreement which is expressly or by implication intended to come into force on or after such termination or expiry.
23. Wayleaves
- Each party will, where it is reasonably able so to do, grant to the other party such wayleaves over land owned or occupied by it at a Point of Connection as are

reasonably necessary to enable the parties to exercise the rights granted under this agreement. [This clause may need to be adjusted to reflect local legal requirements.]

24. Severability

24.1. The validity or enforceability for any reason of any part of this agreement will not prejudice or effect the validity or enforceability of the remainder of this agreement.

24.2. If further lawful performance of this agreement or any part of this agreement will be rendered impossible by the final judgment or final order of any court of competent jurisdiction, commission or governmental agency or similar authority having jurisdiction over either party, the parties undertake that they will immediately use their best endeavours to agree on an amendment or amendments to this agreement or on modifications of their practices under this agreement in such manner as will fully comply with such judgment or order and render further performance lawful.

25. Governing Law

This agreement and all matters relating to it will be governed, construed and take effect in accordance with the laws of [●].

26. Dispute Resolution

26.1. [If a dispute arises under this agreement and is not a dispute to which clause 26.2 applies:-

26.1.1. a party (the "**First Party**") will notify the other party by notice in writing (the "**Dispute Notice**") of:-

- (i) the dispute;
- (ii) the relevant facts and circumstances surrounding the dispute; and
- (iii) the name and contact details of a representative of the First Party nominated by the First Party to resolve the dispute, together with that person's level of seniority and area of expertise within the First Party's organisation, which is to be a senior level with some knowledge of the area in dispute;

26.1.2. within seven days of receipt of a Dispute Notice, a duly appointed representative of the other party who is of equivalent seniority and expertise in the relevant area in the other party's organisation to the first party's representative as specified in the Dispute Notice, will contact the First Party's duly appointed representative and the parties' representatives will use all reasonable endeavours to resolve the dispute within 14 days;

26.1.3. if the dispute is not resolved in accordance with clause 25.1.2, the dispute will be referred to the [*] of each party who shall use all reasonable endeavours to resolve the dispute within 14 days; and

26.1.4. if the dispute is not resolved in accordance with clause 25.1.3, the dispute will be referred to the [*] of each of the parties who shall use all reasonable endeavours to resolve the dispute within 14 days.]

[or alternatively]

[Insert a dispute resolution procedure to be negotiated and settled between the parties, locally]

26.2. If a dispute arises under this agreement and involves the Operator disputing any matter arising in respect of those obligations of Vodafone AirTouch Plc under the Undertakings which are referred to in and implemented by this agreement, then the following procedure will apply:

26.2.1. the Operator will notify the VFAT Operator in writing ("**Fast Track Notice**") specifying:

- (i) the dispute;
- (ii) the relevant detailed facts and circumstances surrounding the dispute; and
- (iii) a nominated arbitrator;

26.2.2. within 14 days of receiving a Fast Track Notice, the VFAT Operator will provide to the Operator notice of its nominated arbitrator and the relevant detailed facts and circumstances surrounding the dispute which will be justified by relevant data and information on network capacity, technical feasibility, accounting and technical quality which members of the Vodafone AirTouch Group or any VFAT Operator are required to keep under the Undertakings;

26.2.3. within seven days of provision to the Operator of the information under clause 25.2.2, the arbitrators nominated by the Operator and the VFAT Operator will appoint a third arbitrator;

26.2.4. within 30 days of appointment of the third arbitrator, the three arbitrators will establish an arbitration tribunal and make a decision as to the compliance by the VFAT Operator and the members of the Vodafone AirTouch Group with the Undertakings in respect of the non-discriminatory nature of the terms offered by the VFAT Operator under this agreement. The arbitration will be in the English language and will be conducted in accordance with the London Court of Arbitration. However, the rules of the London Court of Arbitration will be amended to reflect any more specific provisions under this clause 25.2.

26.2.5. for the purposes of clause 25.2.4, any of the arbitrators will be entitled to request any relevant information from the members of the Vodafone AirTouch Group, any VFAT Operator or the Operator. If the information required to be kept by the Undertakings is not available, the arbitrators shall decide in favour of the Operator having taken account of the significance of the information which is unavailable;

26.2.6. the burden of proof in any dispute under this clause 25.2 is as follows:

- (i) the Operator must produce evidence of a prima facie case; and
- (ii) if the Operator produces evidence of a prima facie case, the arbitrator must find in favour of the Operator unless the VFAT Operator or members of the Vodafone AirTouch Group or any VFAT operator can produce evidence to the contrary;

26.2.7. the arbitrators will keep confidential information which is marked as confidential and provided to them under this clause 25.2. The standards to be attributed to confidential information, including business secrets, are those as set out in accordance with European Community competition law.

26.3. If a dispute arises under this agreement and it does not fall within the scope of Clause 25.3 of this agreement and it is not resolved in accordance with clause 25.1, the parties will exclusively refer the dispute to [arbitration /the court of [●]]. [May depend on local law requirements.]]

26.4. Recourse to the fast track dispute resolution procedure described in Clause 26.2 shall be the exclusive remedy of the parties in respect of any matter arising in respect of those obligations of Vodafone AirTouch Plc under the Undertakings which are referred to in and implemented by this agreement.

27. Notices

27.1. Any notice or other communications required to be given for the purposes of this agreement will be given by letter sent by first class pre-paid post or by facsimile immediately confirmed by a letter sent by first class pre-paid post.

Any letter sent for the purposes of this agreement will, if addressed to the Company, be sent to:

[The Secretary]

Facsimile:

and if addressed to the VFAT Operator, be sent to:

[The Secretary]

Facsimile:

or such other address and/or facsimile number as may be notified in writing by either party to the other.

27.2. Any notice sent by post will be deemed (in the absence of evidence of earlier receipt) to have been delivered on the third working day following its despatch and in proving the fact of despatch it will be sufficient to show that the envelope containing such notice was properly addressed, stamped and posted. Any notice by facsimile will be deemed to have been received upon confirmation in the transmission log of the facsimile machine that the facsimile has been received in its entirety.

28. Previous Agreements between the Parties

This agreement supersedes all previous agreements, understandings or commitments made between the parties or representations made by either party whether oral or written relating to its subject matter.

29. Variation

Except where otherwise expressly provided for in this agreement, no amendment, variation or waiver of any provision of this agreement will be effective except by a written instrument signed by the duly authorised representatives of each of the parties.

[Further provisions required by applicable local laws]

[Consider necessary amendments to this framework to accommodate the bilateral provision of interconnection services by each party to the other]

As witness the hand of a duly authorised representative of each of the parties this day of (2000

Signed for and on behalf of [Operator]

by:

.....

Signed for and on behalf of [VFAT Operator]

by:

.....

SCHEDULE 1
Technical Specifications and Operational Principles

1. Specification of Physical and Electrical Interface
2. [Routing Principles] *[Delete if not applicable]*
3. Transmission Performance Specifications for Interconnect Route
4. Operational Procedures
5. Principles for Interconnection Synchronisation
6. Configuration of Interconnection
7. Signalling Protocol
8. Wholesale service specification

SCHEDULE 2 Wholesale Interconnection Capacity

1. Interconnection Services

1.1. The VFAT Operator will provide interconnection capacity to the Operator.

1.2. The specification of the interconnection links are set out in Schedule 1.

2. Port Capacity

The VFAT Operator will provide to the Operator port capacity at the VFAT interconnect switch at a level agreed between the parties.

3. Interconnection Links

The Operator is responsible for providing interconnection links between the Operator System and the VFAT Operator System according to the specification of interconnect links as set out in Schedule 1. Such an obligation is limited to the traffic conveyed between the Parties pursuant to this Agreement.

4. Charges

4.1. The Operator will pay the VFAT Operator's charges set out in the VFAT Operator's Price List for port capacity.

4.2. The VFAT Operator may recover from the Operator all reasonable costs incurred in respect of engineering and other works carried out in connection with the establishment of the maintenance of the Point(s) of Connection.

4.3. The duration of the relevant billing period for the Interconnection Service will be [●]. VFAT will issue invoices [●] per year/month.

5. Capacity Forecasting

the Operator is required to forecast its anticipated requirements for port capacity at the inter-connecting switch of the VFAT Operator in accordance with the forecasting procedures set out in [Schedule 1 Part *].

SCHEDULE 3

Section 1
Conveyance of Basic Calls to the VFAT Operator System

1. Definitions

This Schedule 3 Section 1 will apply to Basic Calls to the VFAT Operator System in respect of which the following additional definitions will apply:-

"Calls to the VFAT Operator System" shall mean a Call handed over by the Operator System to the VFAT Operator System for onward conveyance by the VFAT Operator to a network termination point on the VFAT Operator System corresponding to a telephone number in a number group to which this Section 1 of Schedule 3 applies.

2. This Section 1 of Schedule 3 applies only to the conveyance of Basic Calls to telephone numbers in those number groups set out in the table at the end of this Section 1 of Schedule 3.
3. Subject to the provisions of this Schedule, the VFAT Operator shall use its reasonable endeavours to convey Basic Calls to the VFAT Operator System received from the Operator System to the appropriate network termination point. The VFAT Operator shall convey Basic Calls to the VFAT Operator System during those periods of time and at the same standard and quality of service as the VFAT Operator makes available to its own customers.
4. Charges shall apply to Calls in respect of which the called party answer signal is returned across the interface between the VFAT Operator System and the Operator System but charges shall not apply to Calls made to:-
 - 4.1. an invalid number; or
 - 4.2. a called station which is already engaged unless the called station diverts such a Call.
5. The VFAT Operator may, by notifying the Operator in writing from time to time, advise the Operator of additional number groups applicable to this service.
6. The Operator will pay the VFAT Operator's call termination charges for this service at the rates set out from time to time in the VFAT Operator's Price List.
7. The duration of the relevant billing period will be [●] and the VFAT Operator will issue invoices for all such call charges every [●].
8. For the avoidance of doubt, this Section 1 of Schedule 3 shall not apply in respect of the conveyance of:-
 - 8.1. the Short Message Service (as more particularly described in Section 2 of this Schedule 3);
 - 8.2. Location Calls to the Operator System (as more particularly described in Section 3 of this Schedule 3); or
 - 8.3. Portal Calls to the VFAT Operator System (as more particularly described in Section 4 of this Schedule 3).

[insert table of relevant number groups]

Section 2 Conveyance of Short Messages to the VFAT Operator System

1. Definitions

This Schedule 3 Section 2 will apply to Conveyance of SMS Services in respect of which the following additional definitions will apply:-

"Short Message" shall mean []

" Short Message Service" shall mean the conveyance by the VFAT Operator of a Short Message handed over by the Operator System to the VFAT Operator System for onward conveyance by the VFAT Operator to a network termination point on the VFAT Operator System corresponding to a telephone number in a number group to which this Section 2 of Schedule 3 applies.

2. This Section 2 of Schedule 3 applies only to the conveyance of Short Messages to telephone numbers in those number groups set out in the table at the end of this Section 2 of Schedule 3.
3. Subject to the provisions of this Schedule, the VFAT Operator shall use its reasonable endeavours to convey Short Messages to the VFAT Operator System received from the Operator System to the appropriate network termination point. The VFAT Operator shall convey Short Messages to the VFAT Operator System during those periods of time and at the same standard and quality of service as the VFAT Operator makes available to its own customers.
4. Charges shall apply in respect of each Short Message delivered by the VFAT Operator by means of the Short Message Service.
5. The VFAT Operator may, by notifying the Operator in writing from time to time, advise the Operator of additional number groups applicable to this service.
6. The Operator will pay the VFAT Operator's charges for this service at the rates set out from time to time in the VFAT Operator's Price List.
7. The duration of the relevant billing period will be [●] and the VFAT Operator will issue invoices for all such call charges every [●].
8. For the avoidance of doubt, this Section 2 of Schedule 3 shall not apply in respect of the conveyance of:-
 - 8.1. Basic Calls to the VFAT Operator System (as more particularly described in Section 1 of this Schedule 3);
 - 8.2. Location Calls to the Operator System (as more particularly described in Section 3 of this Schedule 3); or
 - 8.3. Portal Calls to the VFAT Operator System (as more particularly described in Section 4 of this Schedule 3).

[insert table of relevant number groups]

Section 3 Conveyance of Location Calls to the Operator System

[NB. This Section 3 of Schedule 3 applies only to location based services covered by the Undertakings and such services shall (unless otherwise agreed) only be available to the Operator from a particular VFAT Operator if and to the extent that the VFAT Operator in question makes such location based services covered by the Undertakings available to other operators in the Operator Territory.]

1. This Schedule 3 Section 3 will apply to Location Calls to the Operator System in respect of which the following additional definitions will apply:

"Location Call to the Operator System" shall mean a Basic Call originating on mobile terminal equipment connected directly to the VFAT Operator System handed over by the VFAT Operator System to the Operator System for onward conveyance by the Operator to a telephone number [in a number group] to which this Section 3 of Schedule 3 applies;

"Location Information" shall in respect of a Location Call to the Operator System mean the following information relating the geographical location of the mobile terminal equipment used to make the Call at the time when the Call is made:-

[describe information to be passed by the VFAT Operator]

2. This Section 3 of Schedule 3 applies only to the conveyance of Calls to telephone numbers [in those number groups] set out in the table at the end of this Section 3 of Schedule 3.
3. Subject to the provisions of this Schedule, the VFAT Operator shall use its reasonable endeavours to convey Location Calls to the Operator System together with the applicable Location Information. The VFAT Operator shall convey Location Calls and the applicable Location Information to the Operator System during those periods of time and at the same standard and quality of service as the VFAT Operator makes available to other Operators.
4. In the event that the VFAT Operator offers to its customers and/or end users the facility to withhold Location Information when making a Location Call, the VFAT Operator shall have no obligation under this Agreement to convey Location Information to the Operator System in respect of any Location Call where the relevant customer or end user utilises such withholding facility to withhold his or her Location Information.
5. [Charges shall apply to Calls in respect of which the called party answer signal is returned across the interface between the VFAT Operator System and the Operator System but charges shall not apply to Calls made to:-
 - 5.1. an invalid number; or
 - 5.2. a called station which is already engaged unless the called station diverts such a Call.]
6. Additional [telephone numbers][number groups] may be added to the table at the end of this Section 3 of Schedule 3 from time to time, subject to the mutual agreement of the parties.

7. The Operator will pay the VFAT Operator's charges for this service at the rates set out from time to time in the VFAT Operator's Price List.
8. The duration of the relevant billing period will be [●] and the VFAT Operator will issue invoices for all such call charges every [●].
9. For the avoidance of doubt, this Section 3 of Schedule 3 shall not apply in respect of the conveyance of:-
 - 9.1. Basic Calls to the VFAT Operator System (as more particularly described in Section 1 of this Schedule 3);
 - 9.2. the Short Message Service (as more particularly described in Section 2 of this Schedule 3; or
 - 9.3. Portal Calls to the VFAT Operator System (as more particularly described in Section 4 of this Schedule 3).
10. Each party shall in respect of the conveyance of Location Information comply with its obligations under and shall observe the applicable provisions of its licence, any relevant national or international codes of practice or any statutory or legal obligation or restriction with regard to confidentiality or otherwise including applicable data protection legislation and the EU's Data Protection and Telecoms Sector Data Protection Directives as the same may be amended or replaced from time to time.

[Insert table of relevant numbers or number groups (as applicable)]

Section 4
Conveyance of Portal Calls to the VFAT Operator System Definitions

1. This Schedule 3 Section 1 will apply to Portal Calls to the VFAT Operator System in respect of which the following additional definitions will apply:-

"Portal Call" shall mean a Basic Call to an internet portal;

"Portal Call to the VFAT Operator System" shall mean a Portal Call handed over by the Operator System to the VFAT Operator System for onward conveyance by the VFAT Operator to a network termination point on the VFAT Operator System corresponding to a telephone number [in a number group] to which this Section 4 of Schedule 3 applies;
2. This Section 4 of Schedule 3 applies only to the conveyance of Portal Calls to [those telephone numbers][telephone numbers in those number groups] set out in the table at the end of this Section 4 of Schedule 3.
3. Subject to the provisions of this Schedule, the VFAT Operator shall use its reasonable endeavours to convey Portal Calls to the VFAT Operator System received from the Operator System to the appropriate network termination point. The VFAT Operator shall convey Portal Calls to the VFAT Operator System during those periods of time and at the same standard and quality of service as the VFAT Operator makes available to its own customers.
4. Charges shall apply to Portal Calls in respect of which the called party answer signal is returned across the interface between the VFAT Operator System and the Operator System but charges shall not apply to Calls made to:-
 - 4.1. an invalid number; or
 - 4.2. a called station which is already engaged unless the called station diverts such a Call.
5. Additional [telephone numbers][number groups] may be added to the table at the end of this Section 4 Schedule 3 from time to time, subject to the mutual agreement of the parties.
6. The Operator will pay the VFAT Operator's call termination charges for this service at the rates set out from time to time in the VFAT Operator's Price List.
7. The duration of the relevant billing period will be [●] and the VFAT Operator will issue invoices for all such call charges every [●].
8. For the avoidance of doubt, this Section 4 of Schedule 3 shall not apply in respect of the conveyance of:-
 - 8.1. Basic Calls to the VFAT Operator System (as more particularly described in Section 1 of this Schedule 3);
 - 8.2. the Short Message Service (as more particular described in Section 2 of this Schedule 3); or

- 8.3. Location Calls to the VFAT Operator System (as more particularly described in Section 3 of this Schedule 3.

[insert table of relevant numbers or number groups (as applicable)]

[Additional service schedules relating to new services may be inserted here]

SCHEDULE 4 Definitions

"Annex II Public Operator" means a public mobile telecommunications network operator fulfilling the criteria set out in Annex II of Directive 97/33/EC of the European Parliament and the Council of 30 June 1997 as implemented into local law;

"Basic Call" means a Call [comprising the minimum service features necessary to support a speech path through the VFAT Operator System];

"Call" means a transmission path through telecommunication systems for the sending of messages and the conveyance of a Call by a party means the establishment by that party of a transmission path through that party's System and the conveyance by that party of a message over such transmission path;

"CLI" means Calling Line Identification;

"Customer Sited Interconnect" means [●];

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

"ETSI" means the European Telecommunications Standards Institute;

"GSM" means Global System for Mobile Communications;

"Initial Term" means the period from the date of this agreement until the date being three years after the date of the Commission's Decision in Case N° COMP/M.1795;

"In-span Interconnect" means [●];

"ITU-T" means the Telecommunications Standards Bureau (formerly the International Telegraph and Telephone Consultative Committee) of the International Telecommunication Union;

"Operator Licence" means the licence granted under which the Operator runs the Operator System;

"Operator System" means those telecommunication systems run by the Operator from time to time the running of which is authorised by the Operator Licence;

"Operator Territory" means the country in which the Operator runs the Operator System as referred to in recital D to this agreement;

"Point of Connection" means any point which the VFAT Operator System and the Operator System in accordance with this Agreement, as referred to in clause 2;

"Price List" means the VFAT Operator's price list as set out in Schedule 6 to this agreement;

"Specification" is defined in Schedule 1 of the Agreement;

"Stock Exchange" means [●];

"System" means either the Operator System or the VFAT Operator System;

"Undertakings" means the undertakings agreed with the European Commission and attached to the decision in Case M.1795 - Vodafone/Mannesmann of 12 April 2000;

"VFAT Operator System" means those telecommunication systems run by the VFAT Operator from time to time the running of which is authorised by the VFAT Operator's licence;

"Vodafone AirTouch Group" means Vodafone AirTouch Plc and all companies in which it owns 50 per cent or more of the voting shares or has the right to appoint 50 per cent or more of the directors.

"VFAT affiliated companies" means a mobile telecommunication operators in which Vodafone AirTouch Plc has an economic interest from time to time. Economic interest means any influence falling short of sole control under the Merger Regulation.

"Term" means [●];

"VFAT Territory" means the country in which the VFAT Operator runs the VFAT Operator System as referred to in recital C to this agreement.

SCHEDULE 5
Point(s) of Connection

SCHEDULE 6
VFAT Operator's Price List

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