



**VIVA Bahrain**

**REFERENCE INTERCONNECTION  
OFFER (RIO)**



## **VIVA Bahrain**

### **REFERENCE INTERCONNECTION OFFER (RIO)**

## **Supply Terms**

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## **1 FRAMEWORK**

- 1.1 VIVA is a licensed telecommunications operator under Article 25 of the Telecommunications Law.
- 1.2 VIVA has been determined to have a Dominant Position in the wholesale market for termination services on its own mobile network as a result of the final dominance determination issued by the TRA on 16 May 2013 (ref: MCD/05/13/044).
- 1.3 VIVA publishes this Reference Interconnection Offer (RIO) which provides a set of standard technical and commercial terms and conditions under which VIVA will provide basic Interconnection Services to any requesting Other Licensed Operator (OLO) in the Kingdom of Bahrain in accordance with Article 57 of the Telecommunications Law and the final dominance determination of the TRA.
- 1.4 These Supply Terms together with Annexes A to I form an integral part of this Reference Interconnection Offer.
- 1.5 VIVA hereby offers to interconnect the VIVA Network with the Network of a requesting OLO and to supply basic Interconnection Services on the terms and conditions as set out in this RIO. VIVA undertakes to act in good faith in the negotiation of a Network Plan with any OLO.
- 1.6 The OLO enters into an Interconnection Agreement with Viva pursuant to this RIO by signing these Supply Terms. The OLO, by entering into such an Interconnection Agreement with VIVA, warrants that it has in full force and effect the authorisations stipulated in the Telecommunications Law in the Kingdom of Bahrain.
- 1.7 This RIO and any Interconnection Agreement entered into pursuant to this RIO are subject to all changes ordered or approved by TRA. For the avoidance of doubt, any changes of this RIO approved or ordered by TRA automatically apply to all Interconnection Agreements entered into by VIVA with any OLO.

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- 1.8 VIVA and the OLO recognise the necessity of effective interconnection of their Networks in the provision of quality Telecommunications services to their respective Subscribers in the Kingdom of Bahrain. A fundamental principle of interconnection is the ability of Subscribers of one of the Parties to be able to communicate effectively with Subscribers of the other Party. In order to facilitate this:
- 1.8.1 VIVA and the OLO shall exchange information in order to provide the Interconnection Services effectively, without prejudice to commercial confidentiality.
- 1.8.2 VIVA and the OLO shall at all times, as far as is reasonably possible, act so as to facilitate the speedy and effective operation of Interconnection Services set out under this RIO, to the benefit of Subscribers and to mutual advantage of VIVA and the OLO.
- 1.8.3 VIVA and the OLO shall provide to each other, upon request, details of active number ranges and shall be obliged to advise each other from time to time of the opening of any new number ranges in accordance with the National Numbering Plan approved by TRA.
- 1.8.4 VIVA and the OLO shall work jointly to ensure that the overall quality of the calls which are made via a Point of Interconnection is optimal. VIVA and the OLO shall adopt general principles regarding standards, techniques and methods in order to guarantee the quality of the Interconnection Services, as stipulated in ITU-T and ETSI appropriate technical standards.
- 1.8.5 In implementing services and facilities under this RIO, VIVA and the OLO shall endeavour to minimise the associated costs, provided that this does not result in additional cost attribution to other products and services provided by either VIVA or the OLO and is consistent with agreed quality standards.

1.8.6 VIVA and the OLO shall treat each other in a fair and professional manner at all times.

## **2 DEFINITIONS AND INTERPRETATION**

2.1 In this RIO and any Interconnection Agreement made pursuant to this RIO, except if the context requires otherwise, words and expressions are as defined in Annex A (*Definitions and Glossary of Terms*).

2.2 In the event of conflict or ambiguity between the terms defined in the governing laws and regulations in respect of this RIO and any Interconnection Agreements entered into under this RIO, the following order of precedence shall apply.

- a) The Telecommunications Law of the Kingdom of Bahrain;
- b) This Reference Interconnection Offer;
- c) Any Interconnection Agreement pursuant to this RIO.

## **3 TERM**

3.1 An Interconnection Agreement pursuant to this RIO takes effect on the date hereof and shall continue until the OLO ceases to be licensed to provide a telecommunications service or until this Interconnection Agreement is terminated pursuant to Clause 20.

## **4 NETWORK INTERCONNECTION**

4.1 The actual Point of Interconnection (POI) shall be where the VIVA Network connects with the OLO's Network.

4.2 Each Party shall be responsible for providing sufficient capacity at the POI to meet the agreed forecast traffic for each Interconnection Service contained in the Network Plan, as described in Annex F (Operations and Maintenance).

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4.3 Each Party shall be responsible for the operation and maintenance of the transmission equipment on their respective sides of the POI.

## **5 INTERCONNECTION SERVICES**

5.1 The Service Schedules contained in Annex B (Service Schedules) provide details of the basic Interconnection Services offered by VIVA. These Schedules include:

- a) A definition and the terms and conditions of each Interconnection Service offered by VIVA;
- b) Details of the charging structure and charging arrangements for each Interconnection Service.

## **6 CHARGING FOR INTERCONNECTION SERVICES**

6.1 The charging structure for each Interconnection Service is described in each Service Schedule as set out in Annex B (*Service Schedules*).

6.2 The charges for each Interconnection Service are set out in Annex C (*The Price List*). VIVA may review and, subject to the approval of TRA, amend the Price List from time to time. Such amended Price List will be published and notified to the OLO , following the approval or ordering of TRA, with not less than fourteen (14) days' notice of effecting any new charges for VIVA's Interconnection Services.

6.3 The chargeable time for each Voice Call, unless specifically stated as otherwise, shall be the "conversation time" in accordance with Section 1.2.2 of CCITT Recommendation D.150 (version Mar del Plata, 1968; amended at Melbourne, 1988). The charging for each SMS Message and MMS Message shall be per message.

Charges shall only be payable by either Licensee to the other for Successful Calls, SMS Messages and MMS Messages. Successful SMS Messages and MMS Messages shall be

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defined as those messages which have passed across a POI and are successfully delivered to the other Party's network as evidenced by the relevant CDR.

## **7 TECHNICAL ASPECTS**

7.1 Annex H (*Technical Information*) contains information including the following:

- Voice Interconnection
  - Overview of the VIVA Network
  - Interconnection
  - Location of Points of Interconnection
  - Routing
  - Signalling
  - Specification
- SMS Interconnection
  - Overview of the VIVA Network
  - Interconnection
  - Location of Points of Interconnection
  - Routing
  - Signalling
  - Specification
- MMS Interconnection
  - Overview of the VIVA Network
  - Interconnection
  - Location of Points of Interconnection
  - Routing
  - Signalling
  - Specification
- Synchronisation
- Numbering



## **8 NUMBERING**

- 8.1 Each Licensee shall use number ranges allocated to them in accordance with the National Numbering Plan for Bahrain as administered by the TRA.
- 8.2 VIVA and the OLO's number ranges shall be detailed in the Network Plan.
- 8.3 The presentation of Calling Line Identification Presentation (CLIP) shall comply with all the requirements of the Telecommunications Law and TRA regulations and orders.

## **9 OPERATIONAL ASPECTS**

- 9.1 The operational aspects of interconnection are contained within Annex F (*Operations and Maintenance*). This includes information on the following:
  - Interconnection Traffic Management
  - Interconnection operation and maintenance processes
  - Network Planning
  - Provisioning
- 9.2 Fault Management processes are defined in Annex I (*Fault Management*).

## **10 QUALITY OF SERVICE MEASURES**

- 10.1 VIVA shall use best endeavours to meet the targets set out in Annex G (*Quality of Service*) for the Voice Calls, SMS and MMS Messages carried on its Network.

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## 11 NETWORK DESIGN AND PLANNING

- 11.1 Network design and planning for the provision of the Interconnection Services shall be in accordance with the Network Plan as agreed between VIVA and the OLO. The Network Plan shall relate to the next two (2) years and be prepared jointly by both Parties.
- 11.2 The Network Plan shall be reviewed and updated by VIVA and the OLO on a frequency to be agreed between VIVA and the OLO by the technical teams from each party. In any case, the maximum period between reviews shall not exceed one (1) year.
- 11.3 In addition to the production of the Network Plan, VIVA and the OLO shall revise the forecasts for Interconnection Links as per the procedure set out in Annex F (*Operations and Maintenance*). The agreed forecast shall be considered as part of the Network Plan.
- 11.4 The forecasts provided by VIVA and the OLO represent the good faith expectations of each Party of the capacity requirements on the Interconnection Links.
- 11.5 VIVA reserves the right to recover costs from the OLO incurred as a result of the shortfall in capacity ordered by the OLO according to the procedures set out in the Annex G (*Operations and Maintenance*). VIVA shall use its best efforts to mitigate the loss due to the shortfall in the OLO's forecast within a period of six months of the relevant forecast. The OLO shall pay any loss incurred by VIVA and not mitigated.

## **12 ROUTINE NETWORK ALTERATION AND DATA MANAGEMENT AMENDMENTS**

- 12.1 The Requesting party may make a request the altering party to make Network Alterations. In order to ensure the timely implementation of Network Alterations, requests for Network Alterations shall be provided by the requesting party at least three (3) Calendar Months in advance of the requested implementation date. Altering party shall, if in a position to accept the Network Alteration proposed, provide an estimate of the costs involved within twenty (20) Business Days of the receipt of a Network Alteration request.
- 12.2 In the event that any Network Alteration causes the Altering party to incur additional costs then, unless it is otherwise agreed by the Parties, such costs shall be borne in full by the requesting party.
- 12.3 Network Alterations shall be carried out within the timescales laid down in this Clause 12. If the altering party believes that it is not in a position to proceed with the requested Network Alteration, either within the timescales requested or in any circumstances, the requesting part shall be advised within thirty (15) Business Days of receipt of the request. In these circumstances both parties shall make all reasonable efforts to resolve the situation, including recourse to the dispute resolution process as per Clause 19, Resolution of Disputes, hereof.
- 12.4 the requesting party may request the altering party to make Data Management Amendments. In order to ensure the timely implementation of Data Management Amendments, notice of Data Management Amendments shall be provided by the requesting party at least one (-1) Calendar Month in advance of the requested implementation date.
- 12.5 Data Management Amendments required to activate mobile Subscriber number ranges allocated or amended by the TRA shall be carried out on a free of charge basis.

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12.6 In relation to all other Data Management Amendments requests where it is jointly agreed as being of mutual and proportionate benefit to both VIVA and the OLO, or where there is a financial benefit accruing to either VIVA or the OLO, the request shall be carried out on a shared cost charge basis that will be negotiated in good-faith on a case by case basis before the amendments are made.

### **13 MANAGEMENT OF INTERCONNECTION**

- 13.1 Interconnection will be managed by both commercial and technical representatives from VIVA and the OLO.
- 13.2 All planning activities will be coordinated through this joint Technical Review Committee in accordance with the procedures laid out in Annex E (*Management of Interconnection*).
- 13.3 The commercial representatives will be responsible for the management and administration of all commercial aspects of the provision of Interconnection Services including but not limited to ordering processes and reconciliation of billing data in accordance with Annex F (*Operations and Maintenance*), and Clause 14, Measurement of Traffic Volume, as well as Annex H (*Technical Information*) and Annex D (*Billing Processes and Procedures*).

### **14 MEASUREMENTS OF TRAFFIC VOLUME**

- 14.1 The responsibility for traffic volume measurements shall reside with the Billing Party responsible for that particular Interconnection Service. Separate records shall be kept for Voice Calls, SMS and MMS Message traffic.
- 14.2 Both VIVA and the OLO shall ensure that it records measurements of traffic volumes in sufficient detail to meet its obligations as outlined in Annex B (*Service Schedules*) and Annex D (*Billing Processes and Procedures*).

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## **15 BILLING AND PAYMENT**

- 15.1 VIVA and the OLO shall bill and reimburse the other in accordance with the procedures outlined in Annex D (*Billing Processes and Procedures*).
- 15.2 The charges in this RIO are exclusive of government royalties, taxes, license fees and any other surcharges that could be imposed by any government body or the TRA.
- 15.3 Invoices are due and payable in Bahraini Dinars. Invoices will be dated as of the date of issue of the invoice (the "Issue Date") and are payable on or before the "Due Date" which is thirty (30) Days from the Issue Date, in accordance with the provisions of Annex D (*Billing Processes and Procedures*).
- 15.4 Each party shall provide to the other party invoices for all amounts due, calculated in accordance with the provisions of Annex D (*Billing Processes and Procedures*) and Annex C (*Price List*).

## **16 BANK GUARANTEE**

- 16.1 The OLO shall provide VIVA with a bank guarantee the value and terms of which shall be agreed upon by VIVA and the OLO in the Interconnection Agreement. The amount of the bank guarantee will be calculated as a statement of general principle, by reference to the difference between a) the aggregate value of the charges likely to be payable by the OLO to VIVA under these Supply Terms over a three (3) Calendar Months' forecasted invoices (OLO charges) and b) the aggregate value of the interconnection service outpayments likely to be payable by VIVA to the OLO over a three (3) Calendar Months' forecasted invoices.

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16.2 Where the OLO is required to issue a bank guarantee in accordance with Clause 16.1 VIVA reserves the right to require the value of the bank guarantee to be reviewed and if appropriate amended every six (6) Calendar Months from the date of signing the Interconnection Agreement. The level of security shall at all times be proportional to the risk involved taking into account historic levels of payments, liability, payment frequency and credit terms.

## **17 STAFF SAFETY AND NETWORK PROTECTION**

17.1 Each Licensee is responsible for the safe operation of its Network and shall take all reasonable and necessary steps in its operation and implementation of any Interconnection Agreement pursuant to this RIO to ensure that its Network does not:

- a) Endanger the safety or health of employees, contractors, agents, or Subscribers of the OLO, VIVA or the general public, or
- b) Damage, interfere with or cause any deterioration in the operation of the OLO's Network or of VIVA's network.

17.2 Neither VIVA nor the OLO shall connect or knowingly permit the connection to its Network of any equipment or apparatus, including, but not limited to, any terminal equipment that is not approved by the TRA.

## **18 CONFIDENTIALITY AND DISCLOSURE**

18.1 VIVA and the OLO shall, except in order to comply with legal and regulatory requirements, cause its authorised representatives to hold in strict confidence all confidential information relating to this Interconnection Agreement. Such information shall not, without the prior written consent of the other Licensee, be made available for public distribution through a press release or other means, and shall not be disclosed to any entity or person.

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- 18.2 The Licensees further agree that any information exchanged between them that is marked as proprietary and/or confidential shall be kept confidential and shall not be disclosed or given to any third party without the prior written permission of the Licensee which supplied the information.
- 18.3 Information provided by one Licensee to the other for the purposes of this Supply Terms shall only be used by relevant staff within the Receiving Party's company and shall not be made generally available within the Licensee company.
- 18.4 The Disclosing Party shall use reasonable endeavours to ensure that any information disclosed is correct to the best of its knowledge at the time of the provision of such information.
- 18.5 The Licensees may disclose such confidential information to its professional advisors, for the sole purpose of seeking their advice in relation to this RIO or any Interconnection Agreement pursuant to this RIO.
- 18.6 Each Licensee shall remain bound by the provisions of this Clause 18 during the period of any Interconnection Agreement pursuant to this RIO and for any period ending three (3) years after the date of termination of any Interconnection Agreement pursuant to this RIO.
- 18.7 Each Licensee shall inform the OLO before disclosing such confidential information to any legal or regulatory authority as per Clause 18.1 above.
- 18.8 Notwithstanding any other provision of this Interconnection Agreement, neither Licensee shall be obliged to provide information which is subject to a confidentiality obligation with a third party unless such third party consents to such disclosure and the Licensees as appropriate have taken all reasonable steps to secure the consent of such third party.

18.9 Subject to Clause 24, Limitation of Liability, the Receiving Party shall indemnify the Disclosing Party and keep it indemnified against all liabilities, claims, demands, damages, costs and expenses arise as a consequence of any failure by the Receiving Party to comply with any reasonable conditions imposed in relation to information provided by the Disclosing Party, and expressly identified and notified in writing to the Receiving Party at the time when the information was provided, including conditions relating to confidentiality as per this Clause 18.

18.10 Nothing in this Interconnection Agreement shall require any Licensee to do anything in breach of any statutory or regulatory obligation of confidentiality.

## **19 RESOLUTION OF DISPUTES**

19.1 In the event of any Dispute arising between VIVA and the OLO relating to or arising out of this Interconnection Agreement, including the implementation, execution, interpretation, rectification, termination or cancellation thereof, VIVA and the OLO shall meet within five ( 5) Business Days of receipt of written notice of the Dispute by one Licensee to the other (or such longer time as mutually agreed by the Licensee) to negotiate in good faith in an effort to settle such Dispute.

19.2 Provided that the period during which the Parties have been negotiating in good faith is not less than one (1) month and in circumstances where the parties have met, negotiated in good faith and failed to resolve the Dispute, then either Party may refer the matter to TRA for resolution in accordance with the Laws of the Kingdom of Bahrain.

19.3 A request for resolution by TRA should be made in writing to:

General Director  
Telecommunications Regulatory Authority  
Manama, Bahrain



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19.4 VIVA and the OLO will continue to fulfil its lawful obligations pending any dispute resolution, and shall keep their Networks connected for the provision and conveyance of Voice Calls and other Interconnection Services between their respective Networks. No Party shall fully or partially disconnect the other Party's Network without prior approval of the TRA.

## **20 BREACH, SUSPENSION AND TERMINATION**

20.1 If one Licensee's Network seriously and adversely affects the normal operation of the other Party's Network, or is a threat to any person's safety, the affected Licensee shall immediately inform the affecting Licensee. The affecting Licensee shall take immediate action to isolate and resolve the problem and in the event that normal operation is not restored in a reasonable period of time or if the matter is extreme, the affected Licensee may suspend, to the extent necessary, such of its obligations under this RIO, and for such period as it may consider reasonable to ensure the normal operation of its Telecommunications Network or to reduce the threat to safety. Such suspension(s) shall be preapproved by the TRA.

20.2 If either Licensee is in material breach of any provisions of this Interconnection Agreement (including failure to pay an undisputed sum due hereunder), the Licensee may serve a written notice (the "Breach Notice") on the Licensee in breach, copied to the TRA, specifying the breach and requiring it to be remedied as well as stating the consequences of failure to remedy including potential suspension or termination.

20.3 If the Licensee in breach fails to remedy the breach within thirty (30) Days of receipt of the Breach Notice, the affected Licensee may, until such breach is remedied, suspend the performance of its obligations made under this Interconnection Agreement as is reasonable in the circumstances. Such suspension(s) shall be preapproved by the TRA.

- 20.4 If the Licensee in breach fails to remedy the breach within the period stated in the Breach Notice, the Licensee not in breach may terminate the Interconnection Agreement with the Licensee in breach within thirty (30) Days from the Breach Notice . Such suspension(s) shall be preapproved by the TRA.
- 20.5 If the Licensee in breach remedies the breach within the notice period set out in Clause 20.4, the Interconnection Agreement shall not be terminated as a result of such notice, but without prejudice to any right in damages or under any indemnity.
- 20.6 The Interconnection Agreement may be terminated forthwith (or on the expiry of such period as any notice may specify) by either Licensee by written notice to both the Licensee in breach as well as the TRA if any one of the following occurs:
- a) The OLO formally commences bankruptcy proceedings;
  - b) Bankruptcy proceedings are formally commenced against the OLO;
  - c) The OLO ceases to carry on business;
  - d) The OLO's License is revoked.
- 20.7 Either Licensee may terminate the Interconnection Agreement by giving, at any time, to the OLO a period of not less than three ( 3) Calendar Months' written notice. Termination of the Interconnection Agreement shall be without prejudice to a Licensee's rights, liabilities or obligations that may have accrued prior to such termination.
- 20.8 Upon expiry of the Interconnection Agreement each Licensee shall take such steps and provide such facilities which are necessary for recovery by the Licensee of equipment (if any) supplied by that Licensee. Each Licensee shall use reasonable endeavours to recover equipment made available by it.

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20.9 If thirty (30) Days after the expiry of the Interconnection Agreement, a Licensee fails to recover all equipment because of the acts or omissions of the OLO without reasonable cause, the injured Licensee may demand reasonable compensation from the OLO which shall be paid by the OLO within thirty (30) Days of the date of the demand.

20.10 Without prejudice to Clause **Error! Reference source not found.** and a Licensee's rights upon expiry of the Interconnection Agreement, a Licensee shall refund to the other a fair and equitable proportion of those periodic sums (if any) paid under the Interconnection Agreement for a period extending beyond the date of such termination or expiration.

20.11 Expiry of the Interconnection Agreement shall not be deemed a waiver of a breach of any term or condition thereof and shall be without prejudice to a Licensee's rights, liabilities or obligations that have accrued prior to such expiry.

## **21 INTELLECTUAL PROPERTY RIGHTS**

21.1 Except as expressly otherwise provided in this Interconnection Agreement, Intellectual Property Rights shall remain the property of the Licensee creating or owning the same and nothing in this RIO or this Interconnection Agreement shall be deemed to confer any right or title whatsoever or licence of the Intellectual Property Rights of one Licensee to the other, and nothing in the Interconnection Agreement shall be deemed to restrict the rights of any Licensee to own, use, enjoy, license, assign or transfer its own Intellectual Property.

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## **22 REVIEW**

- 22.1 In general, apart from the changes to the attachments which may be made at any time by mutual agreement, either Licensee may, on its own initiative call for this Interconnection Agreement to be reviewed whenever there has been or there is proposed a material change in licence conditions, regulations or the terms and conditions of any Annexes to this RIO. Such review shall be carried out in accordance with the procedures for review as mutually agreed between the Parties. All revisions to this Interconnection Agreement as a result of such a review shall be subject to TRA approval.
- 22.2 Any changes resulting from a review, once approved by the TRA, shall be effective based on the timeframes as set out in the revised Interconnection Agreement.

## **23 FORCE MAJEURE**

- 23.1 Neither VIVA nor the OLO shall be liable for any breach of the Interconnection Agreement pursuant to this RIO caused by an act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government, highway authority or other competent authority, act of any government or other authority, industrial disputes of any kind (whether or not involving either VIVA's or the OLO's employees, provided that in circumstances where the industrial dispute involves its own employees, the Party relying on the force majeure has taken all reasonable actions to prevent such industrial disputes from arising), fire, lightning, explosion, flood, earthquake, subsidence, weather of exceptional severity, acts or omissions of persons for whom neither Licensee is responsible or any other cause whether similar or dissimilar outside its reasonable control and any such event or circumstance is a force majeure ("Event of Force Majeure").

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- 23.2 The Licensee initially affected by a force majeure shall as soon as is reasonably practicable notify the other of the force majeure. The Licensee initially affected by the Event of Force Majeure will subsequently provide notification of the estimated extent and duration of its inability to perform or delay in performing its obligations (“Force Majeure Notification”).
- 23.3 If as a result of a force majeure, the Licensee is prevented from performing its obligations under this RIO, such Licensee shall, subject to the provisions of Clause 23.5 perform those of its remaining obligations not affected by a force majeure. In performing those of its obligations not affected by a force majeure, the Licensee initially affected by a force majeure shall deploy its resources such that (when taken together with other obligations to its Subscribers and third parties) there is no undue discrimination against the OLO.
- 23.4 To the extent that a Licensee is prevented as a result of a force majeure from providing all of the services or facilities to be provided under this RIO, the OLO shall be released to the equivalent extent from its obligations to make payment for such services or complying with its obligations in relation thereto.
- 23.5 Following a Force Majeure Notification and if the effects of such force majeure continue for:
- 23.5.1 a continuous period of not more than six (6) Calendar Months from the date of the Force Majeure Notification (whether or not notice of cessation has been given pursuant to Clause **Error! Reference source not found.**) any obligation outstanding shall be fulfilled by the Licensee initially affected by the force majeure as soon as reasonably possible after the effects of the force majeure have ended, save to the extent that such fulfilment is no longer possible or is not required by the OLO.
- 23.5.2 A continuous period of six (6) Calendar Months or more from the date of the Force Majeure Notification (and notice of cessation has not been given pursuant to Clause **Error! Reference source not found.**), the Licensee receiving the Force

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Majeure Notification shall be entitled (but not obliged) to terminate immediately the Interconnection Agreement by giving written notice to the other Licensee, provided that such notice shall be deemed not to have been given if notice of cessation is received by the Licensee receiving the Force Majeure Notification prior to the expiry of the termination notice. If the Interconnection Agreement is not terminated in accordance with the provisions of this Clause 24.6.2, any obligations outstanding shall be fulfilled by the Licensee initially affected by the force majeure as soon as reasonably possible after the effects of the force majeure have ended, save to the extent that such fulfilment is no longer possible or is not required by the OLO.

## **24 LIMITATION OF LIABILITY**

- 24.1 Neither Licensee has an obligation of any kind to the OLO beyond the obligations to exercise the reasonable skill and care of a competent telecommunications operator in performing its obligations under this Interconnection Agreement.
- 24.2 Subject to Clause 201, Breach, Suspension and Termination, if a Licensee is in breach of any of its obligations under this Interconnection Agreement (excluding obligations arising under this RIO to pay moneys), such Licensee's liability shall be limited to 250,000 Bahraini Dinars for any one event or series of connected events, and 1,000,000 Bahraini Dinars for all events occurring in a Calendar Year.
- 24.3 Neither Party shall be liable to the other in contract, tort (including negligence or breach of statutory duty) or otherwise for loss (whether direct or indirect) of profits, business or anticipated savings, wasted expenditure or for any indirect or other consequential loss whatsoever arising in connection with the operation of this Interconnection Agreement, howsoever caused.

24.4 Nothing in this Interconnection Agreement shall limit either Licensee's liability for death or personal injury resulting from its negligence or the negligence of its employees agents or contractors while acting in the course of their employment or any other liability to the extent that it cannot be limited by law.

## **25 ASSIGNMENT OF RIGHTS AND OBLIGATIONS**

25.1 No rights, benefits or obligations made under this Interconnection Agreement may be assigned or transferred, in whole or in part, by a Licensee without the prior written consent of the other Party, such consent not to be unreasonably withheld.

## **26 NOTICES**

26.1 A notice shall be duly served if:

26.1.1 delivered by hand, at the time of actual delivery;

26.1.2 sent by facsimile, upon its receipt being confirmed;

26.1.3 sent by recorded delivery service, four (4) Business Days after the day of posting;

26.2 Except if otherwise specifically provided all notices and other communications relating to an acceptance of this Interconnection Agreement shall be in writing and shall be sent to the contact points and addresses as set out in the Interconnection Agreement or to such other addresses as the Parties may notify from time to time pursuant to this Clause 26.

## **27 WAIVER**

27.1 The waiver of any breach of, or failure to enforce, any term or condition resulting from an acceptance of this Interconnection Agreement shall not be construed as a waiver of any other term or condition. No waiver shall be valid unless it is in writing and signed on behalf of the Licensee making the waiver.

**28 SEVERABILITY**

28.1 The invalidity or unenforceability of any provision in this Interconnection Agreement shall not affect the validity or enforceability of the remaining provisions.

**29 AMENDMENTS**

29.1 Amendments and supplements to this RIO, including its Annexes, Appendices, Attachments and Service Schedules, shall be subject to the approval of the TRA.

**30 GOVERNING LAW**

30.1 The interpretation, validity and performance of this RIO and all Interconnection Agreements made pursuant to this RIO shall be governed in all respects by the laws of the Kingdom of Bahrain and VIVA and the OLO submit to the exclusive jurisdiction of the Courts of the Kingdom of Bahrain.

**31 EFFECTIVE DATE AND SIGNATURES**

31.1 This Interconnection Agreement is effective from DD Month YYYY.

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

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

Position: \_\_\_\_\_

Position: \_\_\_\_\_

Company: \_\_\_\_\_

Company: \_\_\_\_\_

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

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



**Document History and Version Control**

<b>Name of document:</b>	Supply Terms
<b>Author:</b>	VIVA Bahrain
<b>Authorised Officer:</b>	
<b>Description of document:</b>	Main body of the Reference Interconnection Offer stating the basic contractual terms and conditions of the Offer
<b>Approved by:</b>	The Telecommunications Regulatory Authority of the Kingdom of Bahrain
<b>Date of approval:</b>	

<b>Version Number</b>	<b>Version Date</b>	<b>Amendment Details</b>