

Memorandum of Understanding

This MoU is made and entered into as of this 28th June, 2010, by and between **Association of Competitive Telecom Operators**, a society registered under the Societies Registration Act 1860 having its registered office at 601, Nirmal towers, Barakhamba Road, New Delhi, (hereinafter referred to as "ACTO"), a society duly organized and existing pursuant to the laws of India & having its principal place of business at 601, Nirmal towers, Barakhamba Road, New Delhi India.

and

Asia Pacific Carriers Coalition, a registered society duly organized and existing pursuant to the laws of Singapore having its principal place of business at 9 Battery Road, #25-01 Straits Trading Building, Singapore 049910 (hereinafter referred to as "APCC" which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees).

Hereinafter referred to as "party" or together as "parties"

Recitals:

WHEREAS ACTO is an industry association body formed by several leading non-integrated long distance carriers in India that predominately provide service to the Enterprise market segment. ACTO strives to advocate for open competition in the Indian market to promote sustainable investment in the long-distance telecommunications services sector. ACTO members provide high quality Enterprise Data Services to MNCs, BPOs, outsourcing and the ITeS sector. ACTO is committed to further India's pro-competitive policies and to partner closely with the Government and Regulator to enhance the stakeholders' engagement with the specific needs of the enterprise segment

AND WHEREAS APCC is an industry association of global and regional telecommunications carriers operating in the Asia Pacific, formed to work with governments, National Regulatory Authorities (NRAs) and users in advocating open market policies and best practice regulatory frameworks in order to promote competition and efficient investment in telecommunications markets.

AND WHEREAS the parties wish to enter into a mutual alliance for the purpose of promoting both the aims and objectives of the respective parties and development of mutual business relations in the field of Telecommunications, Enterprise Data Services Sector, Information Communication and Technology, Emerging trends in Technology and Services etc. ("Mutual interest")

AND WHEREAS It is agreed that the parties will forge an alliance by way of this Memorandum of Understanding ("MOU/Agreement") to forge stronger ties, increase efficiency, minimize redundancy and present a united voice of the industry to the government and regulatory bodies of India and Asia Pacific region on all matters concerning their mutual interest.

NOW, THEREFORE, the parties agree to co-operate in the following broad areas :

1.

- a) To ensure free flow and exchange of information between both the associations on areas of mutual interest provided the information is publicly available and it relates to policy development and execution. However the parties agree that no information shall be shared w.r.t any issue specific to each of its member companies unless it has the potential of imminently spreading across the rest of the industry / ACTO / APCC member. The sharing of information would be subject to approval of member companies on each side.
- b) Jointly identify and conduct research in areas of mutual interest.
- c) Promote -hosting events such as conferences, seminars etc. subject to feasibility.

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- d) To facilitate greater co-operation and fellow ship, APCC and ACTO will jointly explore the possibility of establishing a working group comprising of representative from each association for a year. This is to enhance co-operation between the two associations.

2. Key Advantages for APCC

- APCC members would gain from the experience of the local Indian service providers.
- APCC will have access to the important local events through ACTO secretariat.
- APCC will have access to the important local information through ACTO secretariat.
- APCC will have access to representation sent by ACTO on any Consultation Paper of TRAI in which ACTO intends to submit its response subject to approval by ACTO member companies.
- Share final paper on any research conducted by ACTO subject to approval by ACTO member companies

3. Key Advantages for ACTO

- ACTO members will be benefited from the international experience of APCC members.
- ACTO will have access to the important Asia Pacific events through APCC secretariat .
- ACTO will have access to the important local information through APCC secretariat.
- ACTO will benefit from any study done by APCC on any benchmarking
- ACTO will have access to historical representation sent by APCC to TRAI or other Regulatory bodies and also get copies of representation made in future by APCC.
- Share final paper on any research conducted by APCC

4. This MOU is being executed free of any financial implications for either parties.

5. USE OF MARKS AND CONFIDENTIALITY

- 5.1 Neither party shall use, any trade name, trademark, service mark, logo, or other proprietary designation or derivation thereof, of the other party, whether registered or not without prior written approval of the other party.

- 5.2 Definitions. For purposes of this Section, the party disclosing Confidential Information (as hereinafter defined) is referred to as "Disclosing Party" and the party receiving confidential information is referred to as "Recipient". "Confidential Information" means any information,

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presentation, technical data, research, development, techniques, internal procedures. Notwithstanding the foregoing, Confidential Information does not include information, technical data or know-how which: (i) Recipient can prove was in its possession at the time of disclosure; (ii) becomes part of the public knowledge not as a result of any action or inaction of Recipient; (iii) is approved for release by written authorization of Disclosing Party; (iv) is disclosed to Recipient by a third party not in violation of any obligation of confidentiality; or (v) is independently developed by Recipient without reference to Confidential Information of Disclosing Party.

- 5.3 **Use.** Recipient agrees not to use the Confidential Information of Disclosing Party for any purposes except as necessary to achieve mutual interest as defined under this Agreement.
- 5.4 **Third Party Information.** Neither party shall communicate any information to the other in violation of the proprietary rights of any third party.
- 5.5 **No License.** The Confidential Information shall remain the sole property of Disclosing Party. No license is granted to Recipient under any intellectual property rights or other proprietary rights by the disclosure of any information hereunder, nor is any warranty made as to such information.

6 GENERAL



- 6.1 **Independent Contractors.** The relationship of ACTO and APCC shall be that of independent contractors. There is no relationship of agency, joint venture or employment between the parties. Neither party has the authority to bind the other or to incur any obligation on behalf of the other party or to represent itself as the other's agent or in any way that might result in confusion as to the fact that the parties are separate and distinct entities.
- 6.2 **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the provisions shall remain in full force and effect. The invalid or unenforceable provision shall be modified so as to render it enforceable while giving effect, as nearly as possible to the original intent of the parties.
- 6.3 **Complete Agreement.** This Agreement, including its Exhibits, constitutes the entire, complete and exclusive statement of the agreement between the parties pertaining to the subject matter hereof, and supersedes and cancels all prior oral and written agreements between the parties with respect to this subject matter. This Agreement may not be changed in any way except by an instrument in writing signed by both parties.
- 6.4 **Amendments.** Both APCC and ACTO have the right to propose amendments, if and when they consider such amendments necessary to further leverage increased co-operation between them.

ACTO and APCC acknowledge that they have jointly drafted this Agreement and agree to be bound by its terms and conditions.

AGREED

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For Association of Competitive Telecom Operators Asia Pacific Carriers Coalition

Signature 	Signature 
Name SATYEN GUPTA	Name SIMON G. SMITH
Designation President	Designation PRESIDENT
Date 28th June, 2010	Date 28 JUNE 2010