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>> CHAIR: Interpreters, good morning.

>> INTERPRETER: Good morning, Chairman. Can you hear the English booth? Thank you. Good morning.

>> CHAIR: French? Bon Jour.

Spanish? Spanish interpreter? Good morning. Spanish?

Russian. Good morning.

Chinese? Thank you.

And back to the Spanish? Spanish?

Good morning, ladies and gentlemen. If you can take your seat... and I want you to access the aligned version of document ADM/27, the draft agenda of the plenary meetings today.

Without further ado, are there any comments on the agenda? Okay. I see none. The agenda is approved.

I just wanted to report on the progress of the meeting that we have agreed to hold with the Vice Chairmen and the Chairman of the conference as well as the regional representations. And we had a long meeting yesterday night. And we had -- we have started the meeting today in the morning and we made lots of progress. And the meeting was very positive. And hopefully we will reach a compromise, at least that's my hope. I'm going to continue hoping that we reach this compromise and we will work hard towards that.

There is not anything in particular that I want to report, but we have taken the issues at hand, but only in document 50. But issues that also deal with the definitions and the ROA/OA issues, which I'll come back to in a minute. It's in the agenda, perhaps a hole.

But there is serious progress in this matter. So as soon as we finish, we will try to make this plenary short, and then as soon as we finish the plenary we will reconvene or I will go to meet with the same group and basically try to finalize and reach an agreement on all major issues. And then if the meeting gives me time, we will try not to have plenary today in the afternoon, so there is not going to be a plenary in the afternoon to give me time to go and produce, you know, the ITRs that hopefully will be presented to the plenary. And we will schedule a plenary at 6:30 today. We will have two sessions of plenary today. Starts at 6:30. And I hope we have enough time to produce what we have agreed, and I hope we finalize agreements so that we can produce entire ITRs and start the approval on the ITRs.

So this is my report on the agenda item, the report from the Chairman on document 50.

So is there any question or clarification on this issue?

Jordan?

>> JORDAN: Thank you, Chair.

God's peace and clemency be with you.

Now allow me first of all, sir, to congratulate you on the efforts you've made to arrive at a concensus on the ITRs. Now, if we understood correctly, you're going to meet with the Vice Chairs and all interested parties, representatives of regional groups, this afternoon. And we will be there, back with you at plenary at 6:30 p.m. Is that correct, sir? I was wondering if it were possible to have other consultations tomorrow morning, or if tomorrow -- the plenary meetings will start at 6:30 p.m. Will we have time tomorrow to continue our consultations or are we going to start the work in plenary starting this evening at 6:30 p.m.? Thank you, sir.

>> CHAIR: Thank you, Jordan. We have made some progress. We have made -- there are certain agreements on some issues. We still -- there is still ongoing discussions on others.

We are not yet there. But we have made progress. And that's why I need to not have the plenary meeting in the afternoon, to give us time to finish hopefully a comprehensive agreement so that we can, along with the Secretariat, produce a document that will be presented, I hope, to this plenary at 6:30 p.m. today. And definitely from tomorrow we will start plenary on schedule, from 9:30. And hopefully we will reach to a satisfactory conclusion. I'm positive.

Okay? Thank you.

Now, if we can go to the report of the Ad Hoc Working Group on Article 6. Mr. Horton, from Australia, you have the floor to present the document. And that's document DT/45 rev 1.

>> DR. HORTON: Thank you, Chair. And in addition to that I'd make some comments on definitions at the end of my report.

What you have before you, Chair, is a fairly clean, as far as text goes, rendition of the previous DT/45, now DT/45 rev 1. And I'll just walk through that, if you don't mind, at a pace which people can keep up with.

As you can see, there is a number of suppressions and making way for new provisions. We have clean text down to provision 42B, Article 6.1. One thing we couldn't resolve, though, was the issue of "And/or" and there was no consensus on one way or the other. I don't think this is a really important point, Mr. Chairman, because either way it would come by what was required. But my suggestion is that we get rid of the square bracket and get rid of "And/" and have "or" and treat that as an inclusive "Or." But that didn't reach acceptance and I can place it at your feet to see if you can do anything with that at this meeting.

Whether you want to deal with that straight away, I don't know. But we might prefer to go through the document first.

Now, we come down. We have clean text down to the usual square brackets with "Administrations, operating agencies," et cetera, and "ITU/ITU-T" and that is part of the ongoing discussions which you're having and will not get resolved until that point. At that stage I'm sure that we will then be able to remove square brackets and insert what is the will of the conference.

Going further down, we have clean text until we get to Article -- provision 42L. This is also -- also will require a number, of course, Article number. The whole provision is in square brackets. When that occurs, when a whole provision is in square brackets, we will see that there is an amount of sensitivity with that that requires consideration against other issues of the conference, which may be traded off, if you'd like, in some sort of package deal which the conference would accept will give everybody something.

The only thing I would say there is the word "Telecommunications" is in square brackets, "regional telecommunications and traffic exchange points." I think we don't probably need to go into great detail about that at this stage, depending on whether the whole provision is accepted in whatever package deal is eventuating. So it's not essential to dwell over that one at this stage.

Going further down, we have clean text until 42M. Again, the ROA/OA issue.

And at the end of that provision, we have "International roaming prices" and in square brackets "And the associated conditions" close square brackets "in a timely manner." We didn't come to a conclusion on that one.

I only had an hour so we needed to get as fast as we could to agreement on many things. And this is where there was a bit of a hold-up between those that would like to keep that and those who would like to see it, the square brackets and the like, suppressed. And I can lay that one at your feet as well, Chairman. You may be able to get a quick result on that one.

Going further down, we get to provision 42P, again this will need an Article number. "Member States should" or "shall promote competition in the provision of International roaming services." There is a general feeling I think from other parts of the ITRs that I've sat through that in some cases Member States are not able to put a binding obligation on promoting competition. It's a policy matter, a national policy matter, but I don't want to influence your thinking on this whether it should be "should" or "shall." But I think that's what determines the outcome of that square bracket. Again that one is at your feet.

42Q is a whole provision. I think this may be part of a package deal. Again, 42R, rests on other things which may be part of a broader consideration, as is 42S. You'll notice at the end of 42S the words "And security" are in there as well. And that is, of course, one of the other major topics under consideration at this conference overall, as to whether we should be proceeding with that term. And we will not know the answer to that question until you have completed your discussions.

42T is all in square brackets again, and this is again this could vanish or stay, that depends on the other considerations. That is on the table, I believe, that one.

Similar with 42U. This is also on the table. The notion of continued investment hard band with infrastructures.

And 42V is a similar one. It also has ROA and OA and mitigating fraud in there, so that raises issues which will need to be considered and whether they continue in the ITRs.

Similar with 42W, that is regarded as something which is still on the table.

And 42X is on the table. I don't think we can resolve that or 42Y right now, but I think we will be moving into agreement mode once we know the intersecting issues.

So, Chairman, if I now could make some comment and we will go back to those small amendments which you might be able to clean up on definitions.

Now, I didn't have time to look at definitions yesterday. We finished the hour at this point. But I've done some analysis with the Secretariat as to which existing definitions will be still of use to the existing charging and accounting regime, if it remains, if it's not suppressed.

So if that would be the case, and it would be my expectation that there is still a valid need for the traditional charging and accounting provisions, then the definitions which we have looked at are entirely valid to stay on, and these are:

2.1, telecommunication.

2.2, International telecommunication service.

2.6, International route.

2.7, relations.

2.8, accounting rates.

And 2.9, collection charge.

So, in other words, the definitions which apply to Article 6 will still be required into the future, and they are still components of what is needed in the charging and accounting regime going forward.

So, Chairman, that is in brief a report and also a comment on the definitions. I did have a quick look at DT/47, which is the appendices, and I think that, again, they are fairly simple to finalize if we would have had the time.

The only thing I would suggest in DT/47 is that there is some reference to 50 days, or to two calendar months. But I would suggest, and again this is just a personal observation, that for consistency with appendix 2 on maritime, that we could consider staying with calendar months. Then we have a consistent approach to time definitions in both appendix 1 and appendix 2. So, Chair, that is an observation and is not necessarily something which is considered evaluation by the ad hoc group.

I'll pause there, Chairman. If you'd like to go, it's up to you. If you want to try to settle those small two or three things, which are minor square bracket issues, and then I think the rest depends on the broader discussions of this conference and where we stand with charging and accounting.

Thank you, Chair.

>> CHAIR: Thank you. If you can guide me through the smaller issues that we can deal with at this plenary meeting that will not have any impact on the broader discussions that are happening on the other meeting, with the regional group representations, I would really appreciate it.

What I also got from you is that you are suggesting no change to the definitions that impact Article 6. That's my understanding. So I would go along with your one by one and we will take it one by one on what you think is a small issue that we can deal with in the plenary. I'll give you the floor back again, sir.

>> DR. HORTON: Thank you, Chair. And the last point you made, it's precisely right. I suggest that we stay with the definitions as is. That simplifies our life enormously and they are still valid and they are still needed by many countries, especially in the charging and accounting regime. Of course if that regime does not continue, then there will be some suppressions. But I'm hopeful that we will come to a more plausible scenario at this conference.

When we go to provision 42B, which is Article 6.1, and you'll see a square bracket "And/" where I left off there was to suggest that we get rid of the square bracket and the "And" and there was still some resistance to doing that, so I couldn't take that any further. So over to you, Chairman.

>> CHAIR: Thank you. I'll put it back to the plenary. And the suggestion is to strike what is in square brackets. If there is agreement to strike it, we can do that and move on on these small issues.

I see no objection to delete the text between square brackets.

Thank you. Back to Mr. Horton, the next issue.

>> DR. HORTON: Thank you, Chair. Just scrolling down to find the next one, which is 42O, it doesn't have an Article number at this stage. But it's provision 42O. "Member States should" or "shall foster cooperation amongst recognized... to avoid mitigating against inadvertent roaming charges."

Now, whether it is possible for Member States to be so binding as to "Shall foster cooperation" or "Should foster cooperation" is the debate. And I think in my estimation "Should foster" would cover all cases, of course. And "Shall" is the debatable point.

So I think we may be able to live with "Should," but that's my opinion and I'll leave that opinion with you, Chair.

>> CHAIR: Thank you. And I agree with you and this is my opinion as well is to have -- is to suggest "Should" to start with, and it's comprehensive.

Senegal?

>> SENEGAL: Thank you, Chair.

Just to draw your attention to one thing on what has been decided, the translation of the term "Charge" by "tariff" rather than "tax" in French, because what we have seen is most of the terms have used the word "Tax" rather than "tariff." But here we're talking about "tarifgation" instead of "taxation." This has been decided and we said that we would use that term when we were translating the texts.

>> CHAIR: Okay. We will ask the Editorial Committee to fix it.

We are at 42O, Uruguay and then Brazil.

>> URUGUAY: Yes, Chairman, thank you very much.

Actually, it was on the previous point and the issue of the translation into Spanish. The translation by EO, "and/or" is not really acceptable. It's a question that is just off the translation into Spanish.

Thank you.

>> CHAIR: Thank you.

Brazil?

>> BRAZIL: Thank you very much, Mr. Chairman.

42O comes from an interAmerican proposal with a lot of support. And taking into consideration what India said at the ad hoc group meeting yesterday, we could go along with "Should."

Thank you.

>> CHAIR: Thank you. And thanks for your support on the proposal coming from the Chairman of the ad hoc group and myself.

Jordan?

>> JORDAN: Thank you, Chairman.

We also would be in favor of the use of the word "Should."

Thank you.

>> CHAIR: Thank you.

Zimbabew?

>> ZIMBABWE: Thank you, Chairman. It's on the two words "to avoid" in the same provision. Yesterday in discussions these two words were deleted. The reason being that we are talking of wireless communication here, and as such signals do not necessarily end at the border. "To avoid" would be difficult. I don't know how they then would end deleted in the process, but we suggest that we delete those two.

Thank you, Chairman.

>> CHAIR: I'll give it back to the Chairman to give us advice on what happened at the other meeting.

>> DR. HORTON: What you have is the outcome of the meeting. I'll make a comment on a boarder issue, and that probably leans more towards the "Should" because Member States need to cooperate in border issues. We can't force them to provide solutions, so I think "Should" still covers all of the cases which we might care to come across with this provision. And I would suggest that we go with "Should."

I'm hearing good support for it.

>> CHAIR: Thank you.

Brazil?

>> BRAZIL: Thank you, Mr. Chairman.

There was no consensus to delete "to avoid." It was discussed during the ad hoc group on roaming, which was Chaired by Mr. Selichi Tsugawa. The original proposal was "to prevent." We think it's important "to prevent." We have initiatives to prevent inadvertent roaming and we would be happy to help other countries with our initiatives that actually prevent inadvertent roaming charges. We think it's important to -- in order "to avoid" or "to prevent."

Thank you.

>> CHAIR: Can we stay with -- can we live with the word "To avoid" so that we can move on? Brazil? It will do the job? Brazil?

>> BRAZIL: Yes. "To avoid" is okay.

>> CHAIR: And for Zimbabwe, we are using "should." And even if we kept "to avoid," you have a softer language here.

Zimbabwe?

>> ZIMBABWE: Thank you, Chair. We can go with that.

>> CHAIR: I think we have an agreement. Thank you.

>> DR. HORTON: Thank you. That was very well done.

The 42P is a "should" or "shall." And again it would be debatable whether we can force Member States to promote competition. Some of them may not be ready for it. So we don't want to force the pace on them until they naturally evolve, if they are going to evolve, into the competitive era.

So the safe wording here would be "Should promote" even though we couldn't come to a conclusion on this. That would be my recommendation.

>> CHAIR: Thank you. So the recommendation is to use the word "Should." And it's put to the meeting for approval. Brazil?

>> BRAZIL: Thank you, Mr. Chairman.

For us, this issue goes beyond the national policies. It's an economical issue. Competition is important to foster the development of the sector and to benefit end-users. And if the States have a role in the market, maybe it is to promote competition. We think competition is important to lower the price of enrollment, even though it's not only competition that will lower the prices. But it's essential. So we don't see a problem in the economic sense of telling Member States to promote competition.

Thank you.

>> CHAIR: I just wanted to go back to you and say, I mean, what is the problem -- what is -- what do you recommend?

I cannot hear you, so can you take the microphone, Brazil?

>> BRAZIL: Yes. We would prefer to keep "Shall."

>> CHAIR: Chile, UAE, Canada, the list is growing, Bangladesh as well. We have a long list. I will close the list to Bangladesh. So please, I will give a minute. Then the list became more than even ten. So I will try to -- I don't want to repeat the debate.

Mr. Horton, I really have doubts that I should even start the discussion and the debate here on the "Shall" and "Should."

I'll listen to you again on what has been debated, because I see my list is growing as we speak. Mr. Horton, back again to you, give us an insight to this so that I can deal with this issue.

>> DR. HORTON: Chairman, this has some history before it came into my hands, and it was previously discussed and came to me to try to resolve the square brackets.

The only short discussion we had related to "should" or "shall," and there are arguments, as you heard, both ways.

The way I approached most of these things was to say if I proposed to you that we use the word "Should," how many interventions would there be to support that?

And then I would ask if I proposed to you that I use the word "Shall," how many people would support that with an intervention? That gave me a feeling for how much the room --

>> CHAIR: Mr. Horton. Okay. There is -- Lithuania, I think, cannot hear. There is a point of order. Lithuania cannot hear what we are talking about. Technical support, if you can check. We have a technical issue. The IT team, if you can help, the middle of the room.

And who else, can you raise your flag, please? Who is having a problem with the headsets?

Lebanon, you have a problem with the headset? Lebanon?

>> LEBANON: It's working now, thanks.

>> CHAIR: Lithuania, it's working now? Mr. Horton, back to you.

>> MR. HORTON: If you cannot hear this, perhaps you can roam to a different microphone and plug in there.

Now, the technique of arriving at a result in this, what my approach was, was to if I proposed "Should," how many people would like to intervene in support of that? That gave me a feeling for the room. And also the other one, "Shall," how many people would intervene? And there was something of a balance in this. So I would again back off to my original approach, that the one that covers everybody's minimal requirements is "Should" and it's a question of just how much of a preponderance is in favor of "Shall." And my feeling is it's fairly even.

>> CHAIR: Did you try to use the word "Shall" in 2?

>> DR. HORTON: I didn't, but I'd recommend that if you'd like to try that, usually it's a tie breaker.

>> CHAIR: Maybe. Okay. I have Chile, UAE, Panama, Canada, Andora, and others. If you don't mind, I will not open the discussion for the use of the word "Shall" or "Should." Lebanon, you have a problem again with the headsets? Lebanon?

>> LEBANON: Thanks. I would really like to go back for the past few minutes because the whole row were not able to hear, and I'm sure we could not move to somewhere else. So if you could, please, we missed the last few minutes. Thank you.

>> CHAIR: I'll just repeat and summarize. We were on 42P. It's an additional provision that talks about competition and the promotion of policies that foster competitive roaming prices for the benefit of end users. And the Chairman of the ad hoc group mentioned that the meeting left with one square bracket. We have two groups. One wanted to use the word "Should" as a softer language, since this is -- since we are telling the Member States to promote competition and lower prices, and help to lower prices on roaming for the benefit of the end-users.

The others wanted to use a much stronger language with the use of the word "Shall."

So I give the floor to some, and some wanted to use a stronger word, which is "Shall." And I have a very long list here. I recommend "Should." And I have a long list.

So I just wanted to go back to the list and see if we can try "shall endeavor to." And if there is no agreement, I'm just going to take this subject off and have a consultation with the regional groups.

I have Chile. And let's focus on the proposal. Can we go along with "Shall endeavor to"? Chile?

>> CHILE: We are of the opinion that "Shall" is more appropriate, because promoting competition is a reasonable neutral thing to do. We're not talking about a strong worded obligation. If you put "should" it will be weakened and watered down. You want users to be able to take advantage of lower prices, at the end of the day. So "shall promote" isn't lethal to anyone. We feel it is acceptable and it would give a very positive signal to both users and the market.

Thank you.

>> CHAIR: Thank you. UAE?

>> UNITED ARAB EMIRATES: Thank you, Chairman.

I think you heard our explanations earlier during this conference, and also during the Working Groups, is that competition and liberalizations and these issues are discussed in detail and comprehensively and also in other forums, like WTO and FTAs, and so on. And what we worry is that we are stepping into an area here that other people are dealing with it in a much more comprehensive manner.

However, Mr. Chairman, taking into account this introduction on this matter, I think -- and going along and just to make sure that we, you know, the conference keeps making progress, we could use the word "Subject to national law, Member States may wish to promote" and so on. And this way if there are other agreements that Administrations are already working on, in other foras, like WTO, FTAs, or even regional or bilateral, then in that case that could already be taken into account.

Repeat, I propose "subject to national law, Member States may wish to promote," blah, blah, blah.

Thank you, Mr. Chairman.

>> CHAIR: Panama?

>> PANAMA: In looking at the language from the various other clauses, perhaps the solution is "Member States shall endeavor to promote" or "Member States shall encourage the promotion of."

>> CHAIR: We have a proposal from Panama. And we have a proposal from UAE. The proposal from UAE is on a softer side and we will try the Panama. But I need to get off the list. I have a huge list. Canada?

>> CANADA: Yes, thank you very much, Chairman.

Hopefully we can reach a compromise on this text. We can accept "should," we can accept "shall endeavor to." We can accept the UAE approach and we can accept the one from Panama. Thank you.

(Laughter)

(Scattered applause)

>> CHAIR: Thank you, Canada.

That was helpful.

Andorra?

>> ANDORRA: Good morning, Chairman, and thank you very much. We, like Canada, would be in a position to accept "should," the proposal as tabled by Panama, and what has been suggested by the UAE.

Thank you.

>> Ghana?

>> GHANA: Thank you, Mr. Chairman.

Ghana appreciates the good intentions of the drafters and indeed your intervention, Mr. Chairman.

We would propose the middle way of "Should endeavor." Perhaps that would be the middle way to move this proposal forward, "Should endeavor."

>> CHAIR: I used the word "shall endeavor" and we have a proposal which seems to be liked from Panama, which is "Shall encourage," so let's stick to "Shall encourage" and see if we can go ahead with that.

Cyprus.

>> CYPRUS: Speaking for the European Union, I wanted to recall that for the European Member States "shall" was the preferred option. But of course in the spirit of compromise and consistent with the rest of the wording in this text, either "shall endeavor to," or the Panamanian option, either of those are perfectly possible. Or "should." But I think your proposal of "Shall endeavor to" is quite consistent with the rest of the wording.

>> CHAIR: Thank you.

Burkina Faso.

>> BURKINA FASO: Thank you, Chairman.

We would also support wording that would be as flexible as possible. We do not support "Should." We like your proposal and any other similar to it that would be as flexible as possible.

Thank you.

>> CHAIR: Thank you.

The list is growing. I want to limit the discussion. I have Jordan, Brazil, Japan, Algeria, UK, Mexico, Turkey. I'm going to close the list. I need you to have one minute to speak. And if you can, please be brief and to the subject.

Jordan?

>> JORDAN: Thank you, Chairman.

We can accept the proposal made by Canada or yours. Thank you.

>> CHAIR: Canada give me a shopping shopping list.

>> INTERPRETER: The interpreter apologizes. "The proposal of Panama" is what I meant. Thank you.

>> CHAIR: Brazil?

>> BRAZIL: Thank you, Mr. Chairman.

Let's use "Shall endeavor to promote." I think this is a middle ground between "shall" and "should" and it's a pretty good compromise solution. Thank you.

>> CHAIR: Thank you.

Okay. I see a huge support in "Shall endeavor."

I want you to take your requests off the screen. I have a long list and I really need to move on. And I -- there is -- if there is an agreement, we can approve this. Can you just take off -- yes.

I still have five. If you don't need to take the floor and focus on the proposal, I have still Nigeria, Iraqi, and UAE. We are proposing to use the word "shall encourage" to be in line with the rest of the text.

The list is growing.

"Shall endeavor." Sorry. "Shall endeavor." I'm sorry.

I still have three requests from the floor. Do you still, Nigeria, want the floor? Iraq? UAE? Thank you. Nigeria, Iraq, do you still insist to have the floor? Unless you object to "Shall endeavor."

Iraq?

>> IRAQ: Thank you, Chairman. Iraq would like to offer its support to the proposal made by the United Arab Emirates. Each country after all has to take its own national law into account.

Thank you.

>> CHAIR: Thank you. But we have made progress. "Shall endeavor" is something which is a compromise. UAE?

>> UNITED ARAB EMIRATES: I would like to thank Iraq and Canada and all those who supported the compromise by the UAE, and we can go along with "shall endeavor." But again we missed the point of "subject to the national law" and for the clarification, I put, thank you.

>> CHAIR: I think we are making progress, so we will go ahead with "Shall endeavor."

Thank you, Guys. The text is agreed. Thank you, Mr. Horton. What is next if there are any that we can take now?

>> DR. HORTON: No. We have done what we can in your plenary at this stage. In any conversation to Panama, I remind you that the word "encourage" is use the second line. I think you came to a good conclusion and it should be something that we all can live with. I apologize that we didn't resolve these in the ad hoc group. If we had had longer we probably would have and saved your time, because you have many more deeper considerations on your plate. And thank you for your solutions.

>> CHAIR: Thank you.

Russian Federation and United States.

>> RUSSIAN FEDERATION: Chairman, thank you.

We have what is probably a technical question and relates to the document containing the report of the ad hoc group on Article 6. We didn't see the current 6.1.1 in it. I think it was a proposal from the group of Arab countries and the countries of the APT and also the countries of the ACP, and it dealt with, yes, 6.1.1.

I'll read it. We simply would like to clear something up. Is this a technical error? Because we do not recall that it was actually excluded or deleted from the text. That is why we would like to seek some clarification from the Secretariat and the Chairman of the ad hoc group on this point.

Thank you.

>> CHAIR: I'll give him the floor now in a minute.

United States?

>> UNITED STATES OF AMERICA: Thank you, Mr. Chairman. Good morning.

What we would like to talk about is a small editorial thing that we actually mentioned yesterday at the meeting. And that was we moved what is now section 6.2, or 42C, that came from the back of the document. And that should actually be under 6.1.1. Or if it stays as 6.2, we would add a phrase at the very end that would say "Such telecommunication networks under commercial agreements" to make clear that that is under commercial agreements.

Thank you, Mr. Chairman.

>> CHAIR: Can you repeat your proposal, slowly?

>> UNITED STATES OF AMERICA: No problem.

So 6.2 should either be moved to be a subset of 6.1, so it would be 6.1.1.

Or, if we could add a short phrase at the end of 6.2, to make clear that that provision applies to commercial agreements. So the wording at the end of 6.2 would be "The current provision." So it would say "Such telecommunications networks" and then the new language would be "Under commercial agreements."

Thank you, Mr. Chairman.

>> CHAIR: Thank you. I'll try the first one. Is there any objection to move 6.2 to be under 6.1 and it will be a subset of that, and it will be 6.1.1.to start with, without any change of the language?

Good? Thank you. Mr. Horton, can you get back to us on the Russian inquiry?

>> DR. HORTON: Chairman, I think that was related to the same thing. There was a reallocation of the position of text and 6.1.1 was the subject of that, I believe.

>> CHAIR: Russian Federation, is that satisfactory? Russia, you have the floor.

>> RUSSIAN FEDERATION: Thank you, Chairman.

That's why we raised this question. It seems to have dropped out of the text. I looked at the previous wording and how it sounded, and it said "each Administration or operating agency in accordance with national law shall" -- well, it said that the setting of text was an internal matter, but that the operating agency should strive to avoid an excessively -- should try to avoid too great a dissymmetry between the judges applicable in each direction of the same relation.

Now, we think this provision actually helps us to avoid that, and we don't understand why it isn't there any longer.

Thank you.

>> CHAIR: Mr. Horton, can you clarify?

>> DR. HORTON: Chair, it wouldn't do any harm to reintroduce that under 6.1. But you could put that in square brackets, if you'd like, for people to sleep on, if it is possible to sleep between your plenaries, and for people to consider it being reintroduced at that point. In which case 6.2 may then necessarily be kept where it is, but with the qualification that was introduced as a rider at the end by the USA.

I'm happy either way for that still to be in there. If it's required in the ongoing and traditional charging and accounting sense, I wouldn't like to lose something that was there that is still valuable for those types of negotiations. So I suggest, Chair, we could reintroduce those words under 6.1 or 6.1.1, and keep 6.2 as it is, with the rider at the end.

>> CHAIR: Thank you. I'll give the floor to the United States and Russia, if you can come with specific proposal. U.S.

>> UNITED STATES OF AMERICA: Thank, Mr. Chairman.

We would not want to put the language that was mentioned by Russia into 6.1. But we would like to point out that there is currently language in the provision that says -- that is 42G, and it's 6.3.2, and it says that "the charges levied on customers for particular communications should in principle be the same in a given relation, regardless of the International route used for that communication."

So that is already in the part on the accounting rates.

Thank you, Mr. Chairman.

>> CHAIR: Thank you.

Is that okay, Russian Federation?

>> RUSSIAN FEDERATION: Yes, Chairman. We're very grateful for this point's appearance in the draft document and we are also extremely grateful to the Administration and the delegation of the United States of America.

Yes, the two points are similar. But there is I think a difference in the meaning. We would also like to propose a drafting amendment. And what we are suggesting is this, that 6.3.3 be moved to 6.1, International telecommunications agreement, because there we're talking about cases when there is an absence of agreement of a commercial agreement. And we also have to develop the provision of appendix 2.

We're also suggesting that we consider the possibility of removing as superfluous the second proposal in the second sentence, I'm sorry, in 6.3.

Thank you very much, Chairman.

>> CHAIR: I hear that you suggest to move 6.3.3 under Article 6.1. Is that correct, to start with, Russia?

>> RUSSIAN FEDERATION: Yes, Chairman. Yes, thank you.

>> CHAIR: Start with that. Is there any objection to move that? I mean, any provision here in the same paragraph, I don't see a problem. But U.S.

>> UNITED STATES OF AMERICA: Thank you, Mr. Chairman.

Appendices 1, 2, and 3 don't apply to the commercial agreements; they apply to the accounting rates. So we don't think it would be appropriate to move it to 6.1. It should stay here in the accounting rate provision.

Thank you, Mr. Chairman.

>> PANAMA: Can Panama suggest, I know a lot of good work was done at the ad hoc yesterday, and perhaps while there is some free time perhaps these issues can be dealt with in another ad hoc today, in order to bring it back to plane. In other words, rather than have plenary waste its valuable time here and continue to discuss issues.

>> CHAIR: Good suggestion. Mr. Horton, you will be tasked again with this, and let us not take much of this time.

>> DR. HORTON: Thank you, Chair. Is this meeting to resolve, sir, between the USA and Russia or do we need an open meeting?

>> CHAIR: I think if you can have a smaller group, and anybody interested in this matter to join you, we will not close it to only two. And they can join us.

And if you can announce at a later stage on the screen where this meeting is going to take place so that we can finish this.

Thank you.

>> DR. HORTON: Yes, Chair, I'll help you do that and hopefully we will finalize this then today, very soon, just watch for it on the screens and we will meet again.

>> CHAIR: Mr. Horton, one last thing before we close. On the roaming transparency, roaming price, price transparency, you did not take that as one of the easy ones. I assume this -- I think it's one of the easy ones. Mr. Horton, can we take that or should we leave it for the other additional provisions?

>> DR. HORTON: Chairman, some of the roaming issues were resolved under Article 4, I think it was, and that text went to Article 4, as far as I believe.

>> CHAIR: Yes. I remember now. Thank you. Thank you.

Okay. So with that, thank you, Mr. Horton. And we're looking forward to seeing the outcome of the further discussion on this specific issue on 6.3.3.

Now we go to agenda item 4 on the issue of ROA/OA. I just wanted to report that the compromised text or what is called option 2 has been subscribed by now more Administrations. Some Administrations wanted some further modifications to option 2. We have still other groups who still prefer to use the word "ROA." So this issue is still under discussion, but we are making progress. So that is the issue of agenda item 4.

And also, this issue is taken by the smaller group, which takes care of the entire big issues of the conference, and this is considered to be one of them. But we are making progress here.

Okay? On agenda item 5, on the report of the ad hoc group on nondiscriminatory access. I think we have a meeting today at 12:30 at room C. So we have nothing yet from them.

And now we go to the last issue, which is under agenda item 6. Any other business? Is there any other business?

I see none.

Well, thank you. We will announce -- we said that we will not have a plenary meeting today in the afternoon. We will start our plenary meeting at 6:30. And I hope we come back with a text to the plenary.

Thank you very much.

And have a nice lunch and we will come back at 6:30, in this room.

Thank you, the meeting is adjourned.

(Applause)

(End of meeting, 12:00)

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