



6th November 2017

Assistant Attorney General for National Security
United States Department of Justice
National Security Division
950 Pennsylvania Avenue NW,
Washington, DC 20530

Subject: Section 310(b)(4) of the Communications Act, as amended
FCC# ITC-214-20161230-00313 (TT Number 16-17)

Sir/Madam:

This Letter of Agreement (“LOA” or “Agreement”) sets forth the commitments being made by Bharti Airtel USA Ltd. (“Bharti”) to the U.S. Department of Justice (“DOJ”) to address national security, law enforcement, and public safety concerns regarding Bharti’s application with the Federal Communications Commission (“FCC” or “Commission”) under Section 214 of the Communications Act of 1934. In the application, Bharti requested a license for global or limited global facilities-based service and global or limited global resale services.

Bharti has represented that it plans to provide the following services: VoIP (Voice over Internet Protocol); TDM (Time Division Multiplexing; Domestic/International Long Distance Interexchange Service; Toll Free Service; Conference Calling; Switched Access; International Voice/Data Service; Routing, Signaling Services; Transport Facilities; and Leased Lines. Bharti has represented that Bharti provides international private lines and voice switching services to carriers and enterprises on a resold basis and uses T1/E1, DS3 and Optical Carrier services to enable customer traffic flow in and out of its network equipment; that voice calls and private line services will be provided by interconnections with mobile network operators, retail calling card operators, resellers, wholesalers, VoIP providers and enterprises. Bharti has represented that it will use interconnecting carriers and peering relationships through Equinix, Any2core and NYIIX.

Bharti hereby adopts as true and correct all answers that it has provided to DOJ during this Team Telecom process through triage questions, follow up questions and emails to DOJ personnel.

1. For purposes of this LOA, the following definitions apply:
 - 1.1 “Bharti” means Bharti Airtel (USA) Ltd. or the successors in interest to either.

126

1.2 “Access” or “Accessible” means the ability to physically or logically undertake any of the following actions: (a) to read, divert, or otherwise obtain non-public information or technology from or about software, hardware, a database or other system, or a network; (b) to read, edit, or otherwise obtain non-public information regarding Bharti’s personnel, contractors, service partners, subscribers, or users; (c) to add, edit, delete, or alter information or technology stored on by software, hardware, a system or network; and (d) to alter the physical or logical state of software, hardware, a system or a network.

1.3 “Classified Information” shall have the meaning indicated by Executive Order 13526 and the Atomic Energy Act of 1954, or any subsequent Executive Order or statute regarding the same.

1.4 “Customer proprietary network information” shall mean as defined in 47 U.S.C. § 222(h)(1).

1.5 “Date of this LOA” shall mean the date on which the Letter of Agreement is signed by Bharti’s Chief Executive Officer.

1.6 “Domestic Communications,” as used herein, means:

(a) Wire Communications or Electronic Communications (whether stored or not) from one U.S. location to another U.S. location; and

(b) The U.S. portion of a Wire Communication or Electronic Communication (whether stored or not) that originates or terminates in the United States.

1.8 “Domestic Communications Infrastructure” means any systems, equipment, hardware, software or applications that capture or control the flow of Domestic Communications on behalf of Bharti, including information technology supporting such networks.

1.9 “Electronic communication” has the meaning given it in 18 U.S.C. § 2510(12).

1.10 “Electronic surveillance” means:

(a) The interception of wire, oral, or electronic communications as defined in 18 U.S.C. §§ 2510(1), (2), (4) and (12), respectively, and electronic surveillance as defined in 50 U.S.C. § 1801(f);

(b) Access to stored wire or electronic communications, as referred to in 18 U.S.C. § 2701 *et seq.*;

(c) Acquisition of dialing, routing, addressing, or signaling information through pen register or trap and trace devices or other devices or features capable of acquiring such information pursuant to law as defined in 18 U.S.C. § 3121 *et seq.* and 50 U.S.C. § 1841 *et seq.*;

(d) Acquisition of location-related information concerning a subscriber or facility;

(e) Preservation of any of the above information pursuant to 18 U.S.C. § 2703(f); and,

(f) Access to or acquisition, interception, or preservation of, wire, oral, or electronic communications or information as described in (a) through (e) above and comparable state laws.

1.11 “Foreign” means non-United States.

1.12 “Geolocation data” means any information collected by Bharti from its customers regarding a customer’s or the customer’s device’s location.

1.13 “Government” means any government, or governmental, administrative, or regulatory entity, authority, commission, board, agency, instrumentality, bureau or political subdivision, and any court, tribunal, judicial or arbitral body.

1.14 “Internet protocol detail record” (“IPDR”) means a streaming data protocol used by operations support systems and business support systems to collect and record a user’s data traffic information on a network.

1.15 “Internet search information” includes any data collected by Bharti about its customer’s internet browsing or purchasing activities through any mechanism permitted by the services offered by Bharti.

1.16 “Lawful U.S. process” means U.S. federal, state, or local court orders, subpoenas, warrants, processes, directives, certificates or authorizations, and other orders, legal process, statutory authorizations and certifications for electronic surveillance, physical search and seizure, production of tangible things or access to or disclosure of domestic communications, and call-associated data, transactional data, or subscriber information, or associated records.

1.17 “Managed network service provider” means any third party using an end-to-end or managed services platform that has the ability to access or control Domestic Communications to or from Bharti’s customers or users.

1.18 “Network elements” means a facility, equipment, software, hardware or applications, used in the provision of telecommunications services, including features, functions and capabilities that are provided by means of such facility or equipment, including subscriber numbers, databases, signaling systems, and information sufficient for billing, receiving and/or aggregating customer data, and collection or used in the transmission, routing, or other provision of telecommunications services.

1.19 “Network Management capabilities” means software or applications used to manage or monitor network operations.

1.20 “Network Operations Center” (“NOC”) means any locations and facilities performing network management, monitoring, accumulation of accounting and usage data, maintenance, user support, or other operational functions for Domestic Communications, and having capabilities to do so.

1.21 “Non-US government” means any government, including an identified representative, agent, component or subdivision thereof, that is not a local, state, or federal government in the United States.

1.22 “Offshoring” means performing obligations of this Agreement through the use of entities and personnel outside of the territorial limits of the United States, whether those entities or personnel are employees of Bharti, its subsidiaries, or third parties.

1.23 “Outsource” or “outsourcing” means, with respect to Domestic Communications, supporting the services and operational needs of Bharti at issue in this LOA through the use of contractors or third parties.

1.24 “Principal Network Equipment” means any equipment, hardware, software, or applications capable of controlling Domestic Communications, as well as device controllers, signal routing and transfer routers, devices that perform network or element management, fiber optic line termination and multiplexing, core and edge routing, network protection, radio network control, mobility management, or lawful intercept functions, and non-embedded software necessary for the proper monitoring, administration and provisioning of any such equipment. This definition may be modified from time to time by DOJ, pursuant to an amendment to this LOA, as may be necessary due to changes in technology,



business model, management, structure of services offered, or governance of the domestic communications.

1.25 “SIM card” means a subscriber identity module that works on a global system for mobile communications.

1.26 “U.S. Records” means Bharti customer billing records, subscriber information, text, internet browsing or purchasing information, geolocation information, customer proprietary network information, and any other related information used, processed, or maintained in the ordinary course of business relating to the services offered by Bharti in the United States, including information subject to disclosure to a U.S. federal or state governmental entity under the procedures specified in 18 U.S.C. § 2703(c) and (d) and 18 U.S.C. § 2709.

1.27 “Wire Communication” has the meaning given in 18 U.S.C. § 2510(1).

2. Bharti agrees to maintain its company headquarters in the United States.

3. Bharti agrees to draft and implement a process to ensure all Bharti personnel, agents, or contractors whose positions involve unescorted access to any Domestic Communications Infrastructure meet personnel screening requirements. The screening process will include a background check and a public criminal records check, with periodic checks to ensure continuing review of the suitability of those persons with access. The screening process will become part of its Network Systems and Security Plan further referenced in paragraph 10 of this Agreement. Bharti agrees that a failure to establish, implement and comply with this process will be a material breach of the Agreement.

4. Bharti agrees to provide 30 days advance notice of any effective date of the an ownership change (the “transaction”) or any business model changes by Bharti to provide telecommunications services in the U.S., including notice of any provision by Bharti of service to the destination countries in which Bharti has foreign-carrier affiliations through members or affiliates owning more than 25 percent of Bharti. In the event that DOJ objects to the proposed change in ownership, Bharti agrees that it will confer with DOJ to attempt to resolve any national security or law enforcement concerns about the ownership change prior to finalizing that change.

5. Bharti agrees to identify to DOJ, subject to approval by DOJ, a point of contact (“POC”) whose responsibilities shall include:

(a) Overseeing Bharti’s compliance with the terms of this LOA, and

(b) Serving as the liaison between Bharti and DOJ. Bharti further agrees that the POC will:

- (1) at all times be an employee of Bharti;
- (2) be a non-dual United States citizen;
- (3) have appropriate senior level authority to carry out his or her responsibilities under the LOA;
- (4) have access to appropriate Bharti business records to perform his or her duties;
- (5) respond within 48 hours to DOJ's requests;
- (6) ensure completion of the semi-annual/annual reporting obligations pursuant to the LOA; and
- (7) maintain current awareness of potential changes to Bharti corporate structures.

5. Bharti agrees that it will comply with all applicable lawful interception statutes, regulations, and requirements, including the Communications Assistance for Law Enforcement Act ("CALEA"), 47 U.S.C. § 1001 *et seq.*, and its implementing regulations, and all court orders and other legal process for lawfully authorized electronic surveillance and other Lawful U.S. Process. Bharti will provide and implement lawfully-authorized electronic surveillance that meets the assistance capability requirements of § 1003 of CALEA to fulfill court orders issued pursuant to federal and state wiretap laws or other lawful authorization.

6. Bharti agrees to notify DOJ, at least 30 days in advance, of any change to its current services portfolio or business, including but not limited to changes in its corporate structure, ownership, business model, corporate name, corporate location, business operations locations, and products or services offered. DOJ reserves the right to object to any changes that present a law enforcement or national security concern. Bharti agrees to confer in good faith with DOJ to resolve any of these concerns in advance of any of the changes listed in this paragraph.

7. As of the date of this LOA, Bharti represents that it only offers IPLC point to point services, Ethernet point to point (and point to multi-point, including layer 3-MPLS), Internet (local port or transit services) and switching services. If Bharti offers any services other than the foregoing, this would be a change in its current service portfolio requiring 30 days' advance notice to DOJ.

8. Bharti holds International Signaling Point Codes for Signaling System 7 ("SS7") to route and terminate traffic as of the date of this LOA. Bharti will provide DOJ a list of active SS7 codes upon request and will provide 30 days advance notice before using any new SS7 codes since the date of last disclosure.

9. Bharti agrees that it will obtain all appropriate authorities and licenses required for domestic telecommunications services, and under Section 214 of the Communications Act of 1934.

10. Bharti agrees to draft a Network and Systems Security Plan ("Plan"), which it will forward to DOJ within 60 days of this LOA, and which must be approved by DOJ, and which shall address, but not be limited to, information security, remote access, physical security, cybersecurity, third party contractors, outsourcing and offshoring, system logs, protection of Lawful U.S. process and protection of U.S. customer information obtained by Bharti through the provision of services. Bharti agrees to confer with DOJ in good faith about any aspect or term of the Plan which DOJ believes presents a national security or law enforcement concern, and to resolve that concern before finalizing any plan and integrating it into the company's compliance plan and structure.

11. Bharti agrees that it will not, directly or indirectly, disclose or permit disclosure of, or access to U.S. Records or Domestic Communications or any information (including call content and call data) pertaining to a wiretap order, pen register/trap and trace order, subpoena, or any other lawful process by a U.S. law enforcement agency to any person, if the purpose of such disclosure or access is to respond to a legal or informal request made on behalf of a non-U.S. government entity, without first satisfying all pertinent requirements of U.S. law and obtaining the express written consent of DOJ, or obtaining a ruling authorizing the disclosure from a court of competent jurisdiction in the United States. Any legal or informal requests submitted by a non-U.S. government entity to Bharti shall be referred to DOJ for prior approval as soon as possible, but no later than five business days after such request is received by or made known to Bharti, unless disclosure of the request or legal process would be in violation of U.S. law or an order of a court of competent jurisdiction of the United States.

12. Bharti also agrees to ensure that U.S. Records are not made subject to mandatory destruction under any foreign laws. Bharti agrees to store all U.S. Records at 80 River Street, Suite 2B, Hoboken, NJ 07030. Bharti will provide DOJ at least 30 days advance notice of any change in location of the U.S. Records' storage facility through the contact information in paragraph 12 of this LOA. If DOJ has national security or law enforcement concerns about any proposed U.S. Records storage location, Bharti agrees to confer in good faith with DOJ to resolve any of these concerns in advance of moving U.S. Records storage to the proposed location.

13. Bharti agrees to nominate a law enforcement point of contact ("LEPOC") in the United States within 15 days of this LOA who will be subject to prior approval by DOJ, and:

(a) The LEPOC shall be a U.S. citizen residing in the United States, unless DOJ agrees in writing otherwise, and the LEPOC must be approved by DOJ to receive lawful U.S. process for U.S. Records and to assist and support lawful

requests for surveillance or production of U.S. Records by U.S. federal, state, and local law enforcement agencies;

(b) The LEPOC should be an individual who can receive a security clearance to receive classified information as defined in Executive Order 13526 or any Executive Order or law that supersedes it;

(c) Bharti also agrees that the designated LEPOC will have access to all U.S. Records, and, in response to lawful U.S. process, will make such records available promptly and, in any event, no later than permitted by the process order or five business days after receiving such lawful U.S. process, whichever is longer;

(d) This LEPOC and his/her contact information shall be provided by Bharti to DOJ within 15 days of the date of this LOA – including the individual's date of birth, place of birth, social security number, residence address, emails used, business and personal contact information - and will not be deemed acceptable as the LEPOC for purposes of this LOA until DOJ agrees the individual is acceptable and DOJ notifies Bharti of this fact;

(e) If the nominated LEPOC is acceptable to DOJ, Bharti agrees to maintain that individual as the LEPOC as long as the nominated LEPOC remains employed by Bharti unless Bharti has given DOJ no less than 30 days prior to any change to its LEPOC, and Bharti's nominated replacement shall be subject to DOJ review and approval; and

(f) All LEPOCs shall be employees of Bharti and shall have the necessary experience and access to fulfill the role, and Bharti will provide specific information about the LEPOC proffered that would support a conclusion that any proffered LEPOC has these qualifications.

14. Bharti further agrees that it will provide advance notice to DOJ of all outsourced service providers located in whole or in part outside the United States, including but not limited to services provided in relation to:

- (a) Network operation center(s) ("NOC");
- (b) Network maintenance services;
- (c) Customer support services;
- (d) Any operation/service that could potentially expose U.S. Domestic Communications Infrastructure, U.S. customer data and records, call detail records ("CDRs"), or customer proprietary network information ("CPNI") by any means;

- (e) Renewal of any Principal Network Equipment and network management capabilities beyond the current lifecycle of those elements; and,
- (f) Deployment of any network elements, Principal Network Equipment, or network management capabilities through a managed network service provider or other means, including but not limited to software or applications used to manage or monitor network operations, that are owned, managed, created, altered, supplied or controlled by a foreign entity, including a foreign government.

15. Bharti agrees to provide DOJ no later than 180 days after the signature of the LOA an equipment inventory of all Principal Network Equipment in all locations that will include:

- (a) A complete and current list of all Principal Network Equipment, including:
 - (1) a description of each item and the functions supported,
 - (2) each item's manufacturer, and
 - (3) the model and/or version number and year of manufacture of any hardware or software;and,
- (b) Any vendors, contractors, or subcontractors involved in providing, installing, operating, managing, or maintaining the Principal Network Equipment; and,
- (c) The anticipated useful life of the Principal Network Equipment.

16. DOJ will have 45 days to object or reject any item mentioned in (a) and (b) above, which shall be referred to as "objectionable equipment." Bharti agrees that it will remove objectionable equipment or discontinue the contractual relationship or activity with the entity supplying or maintaining the objectionable equipment on a date agreed to by DOJ and Bharti.

17. Bharti agrees that all support and software updates regarding the objectionable equipment must be conducted by a U.S.-based team.

18. Bharti agrees to provide the DOJ at least fifteen (15) days' advance notice prior to performing any maintenance, repair, or replacement that would result in any material modification to existing Principal Network Equipment. Bharti need not comply with the advance notice requirement for any maintenance, repair, or replacement that is undertaken in response to an unforeseen or uncontrollable event and that is necessary to ensure its continued operation.

However, in such circumstances, Bharti shall provide advance notice to DOJ of the material modification, if practicable, and, if impracticable, Bharti shall provide notice within five (5) days after the material modification of the Principal Network Equipment.

19. Bharti agrees to notify DOJ within 5 days of learning that it has experienced any cyber-security incidences, network and enterprise breaches, and unauthorized access to customer data and information, and Bharti's response or anticipated response.

20. Bharti agrees it will permit all DOJ requests for site visits and approve all requests to conduct on-site interviews of Bharti employees.

21. Bharti agrees to provide at least 30 days' advance notice prior to making any modifications to the list of vendors, contractors, or subcontractors involved in providing, installing, operating, managing, or maintaining the Principal Network Equipment. Bharti shall provide at least 30 business days' advance notice prior to changing the service offerings or support from a previously-listed vendor, contractor, or subcontractor. DOJ shall have 30 days to object, unless otherwise delayed by awaiting responses to inquiries for further information from Bharti or Bharti Mobile, in which event the DOJ shall be afforded additional time to approve or disapprove any request sent to the DOJ under this paragraph. Should DOJ object, the notified Principal Network Equipment provider shall not be utilized for the notified purpose.

Audit Requirements.

22. Bharti agrees to provide to the DOJ a copy of its books and records in whatever form prepared or maintained within 60 days of the date of this Agreement, and thereafter to provide such records to DOJ no later than November 1st each year for a period of four (4) years beginning on November 1, 2018. Bharti will convert those records to a Microsoft Word or Adobe pdf format, and will email them to a DOJ contact selected by DOJ annually. In order to ensure proper delivery of those records, Bharti agrees to contact DOJ to confirm the DOJ contact information each year before sending any records required by this paragraph. Bharti agrees to answer any questions by DOJ regarding the books and records received within 15 days of receiving such questions, and to provide the books and records in an electronic format if, after review of the Word or pdf version, DOJ so requests. Bharti further agrees to designate a senior-level employee of Bharti, with full access to the necessary records and information, to be responsible for:

(a) Providing the books and records to DOJ when and as required by this LOA;

(b) Answering any questions regarding those records posed by DOJ within 15 days or receipt; and,

(c) Affirming the books and records contain true and correct information in writing.

23. Bharti agrees to negotiate in good faith with the DOJ to resolve any national security, law enforcement, or public safety concerns that the DOJ may raise with respect to the results of any third-party audit/or from any review of Bharti's books and records. DOJ shall be granted the right to exclusively meet with the auditors/persons responsible for preparing and/or maintaining Bharti's books and records, or with any Bharti or Bharti Mobile employee or third-party responsible for the preparation of books and records, within five (5) days of DOJ's request.

24. Bharti agrees to provide an annual report to DOJ regarding the company's compliance with this LOA, including:

- (a) A statement confirming that there were no changes if there were no changes were reported to DOJ during the preceding year, or a detailed statement describing all changes from the previous year required to be reported to DOJ;
- (b) A statement regarding Bharti's CALEA compliance, and confirming its completion of any forms, filings or security plans required by the FCC regarding its LEPOC, and a statement about whether the information provided to the FCC is current as of the date of the annual report;
- (c) A statement confirming that the company's handling of U.S. Records, Domestic Communications, and U.S. lawful process was in accordance with the assurances contained herein, and a list of all individuals with access to U.S. call detail records;
- (d) A statement explaining any changes in the services that Bharti provides, or confirmation that no additional services are being offered;
- (e) A statement explaining any new relationships with foreign-owned telecommunications partners, including any peering relationships, contracts, or joint ventures;
- (f) An updated list of Bharti's Principal Network Equipment vendors and suppliers;
- (g) An updated Network and Systems Security Plans and Procedures;
- (h) A statement regarding the installation and/or purchase or lease of any foreign-manufactured telecommunication equipment (including, but not limited to, switches, routers, software, hardware); however, the statement need not include commercial off-the-shelf software;

- (i) A statement providing details of any occurrences of cyber-security incidences, network and enterprise breaches, and unauthorized access to customer data and information, and Bharti's response;
- (j) A statement confirming the name of, role and contact information of the LEPOC;
- (k) A statement regarding any other matter referenced in this LOA;
- (l) A detailed organization chart that includes the names and roles of all executive-level personnel; and,
- (m) A signed, dated statement by a senior-level employee affirming that any books and records provided to DOJ during the year prior to the annual report were true and accurate.

25. The annual report will be due every 1st day of November of each calendar year, beginning on November 1, 2018. The annual report, Principal Network Equipment list, the books and records, and all information required to be reported by Bharti to DOJ by this LOA shall be addressed to:

Assistant Attorney General for National Security
U.S. Department of Justice
National Security Division
950 Pennsylvania Avenue, N.W.
Washington, DC 20530

Attention: FIRS/Team Telecom Staff

26. Courtesy electronic copies of all notices and communications required herein shall also be sent to the following or individuals identified by DOJ: Bermel Paz, at Bermel.Paz@usdoj.gov; Principal Deputy Chief, National Security Division, Foreign Investment Review Staff, Richard Sofield, at Richard.Sofield2@DOJ.gov; Attorney-Advisor Elisabeth Poteat, at Elisabeth.Poteat@usdoj.gov; and to the DOJ mailbox FIRSTT@usdoj.gov.

27. This LOA shall inure to the benefit of, and shall be binding upon, Bharti and its successors, assigns, subsidiaries, and affiliates, if any. Bharti agrees that, in the event that the commitments set forth in this letter are breached, in addition to any other remedy available at law or equity, DOJ may request the FCC to modify, condition, revoke, cancel, terminate or render null and void any relevant license, permit, or other authorization granted by the FCC to Bharti or its successors-in-interest.



28. Nothing in this letter is intended to excuse Bharti from its obligations to comply with any and all applicable legal requirements and obligations, including any and all applicable statutes, regulations, requirements, or orders.

29. Bharti understands that, upon execution of this LOA by an authorized representative or attorney, or shortly thereafter, DOJ shall notify the FCC that it has no objection to the FCC's consent to Bharti's application.

Yours Sincerely,

For Bharti Airtel (USA) Limited

A handwritten signature in black ink, appearing to read 'Eric Gillenwater', written over a horizontal line.

Eric Gillenwater
Chief Executive Officer