

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of)	
)	
Application by I-New USA, Inc.)	
For Global and Limited Global)	ITC-214-20160329-00127
Resale Authority pursuant to)	
Section 214 of the Communications)	
Act of 1934, as amended)	

**PETITION TO ADOPT CONDITIONS TO
AUTHORIZATIONS AND LICENSES**

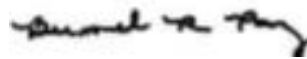
The U.S. Department of Justice (“USDOJ”), to include its components, the National Security Division (“NSD”) and the Federal Bureau of Investigation (“FBI”), submits this Petition to Adopt Conditions to Authorizations and Licenses (“Petition”), pursuant to Section 1.41 of the Federal Communications Commission (“Commission”) rules.¹ Through this Petition, the USDOJ advises the Commission that it has no objection to the Commission approving the authority sought in the above-referenced proceeding, provided that the Commission conditions its approval on the assurance of I-New USA, Inc. (“I-New”) to abide by the commitments and undertakings set forth in its May 29, 2017 Letter of Agreement (“LOA”), a copy of which is attached hereto.

The Commission has long recognized that law enforcement, national security, and public safety concerns are part of its public interest analysis, and has accorded deference to the views of other U.S. government agencies with expertise in those areas. *See In the Matter of Comsat Corporation d/b/a Comsat Mobile Communications, etc.*, 16 FCC Rcd. 21,661, 21707 ¶ 94 (2001).

¹ 47 C.F.R. § 1.41.

After discussions with representatives of I-New in connection with the above- referenced proceeding, the USDOJ, NSD and FBI have concluded that the additional commitments set forth in the LOA will help ensure that the FBI, which has the responsibility of enforcing the law, protecting the national security, and preserving public safety, can proceed appropriately to satisfy those responsibilities. Accordingly, the USDOJ advises the Commission that it has no objection to the Commission granting the application in the above-referenced proceeding, provided that the Commission conditions its consent on compliance with the LOA.

Respectfully submitted.



Bermel R. Paz
U.S. Department of Justice
National Security Division
Foreign Investment Review Staff
Bicentennial Building
600 E Street, NW, Rm 10007
Washington, D.C. 20004

June 20, 2017



I-NEW USA, Inc.
5930 NW 99th Ave, Unit 6
Doral, FL 33178
M: office.usa@i-new.com

May 29th, 2017

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

Subject: FCC # ITC-214-20160329-00127
Application by I-New USA, Inc. for authority pursuant to Section 214 of the
Communications Act of 1934, as amended.

Sir/Madam:

This Letter of Agreement (“LOA” or “Agreement”) outlines the commitments being made by I-New USA, Inc. (“I-New USA”) to the U.S. Department of Justice (“USDOJ”), including the National Security Division (“NSD”), in order to address national security, law enforcement, and public safety concerns raised with regard to I-New USA’s application to the Federal Communications Commission (“FCC” or “Commission”) for authority to provide global or limited global facilities-based services and global or limited global resale services between the U.S. and all authorized international points pursuant to Section 214 of the Communications Act of 1934, as amended (“Section 214”), Title 47, Code of Federal Regulations, Section 63.18(e)(1) and (2).

I-New USA confirms 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, as well as comply with all court orders and other legal process for lawfully authorized electronic surveillance.

I-New USA agrees to notify USDOJ, NSD and FBI, at least 30 days in advance, on any change to its current services portfolio, including providing end-user telecom services to residential and mobile customers in the United States.

I-New USA agrees that it will not, directly or indirectly, disclose or permit disclosure of or access to U.S. records¹ or domestic communications² or any information

¹ “U.S. Records,” as used herein, means I-New USA customer billing records, subscriber information, and any other related information used, processed, or maintained in the ordinary course of business relating to the services offered by I-New USA in the U.S. For these purposes, U.S. Records also shall include information subject to disclosure to a U.S. federal or state governmental entity under the procedures specified in Sections 2703(c) and (d) and Section 2709 of Title 18 of the U.S. Code.

² “Domestic Communications,” as used herein, means: (1) 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. “Electronic Communication” has the meaning given in 18 U.S.C. § 2510(12). “Wire Communication” has the meaning given in 18 U.S.C. § 2510(1).

(including call content and call data) pertaining to a wiretap order, pen/trap and trace order, subpoena, or any other lawful demand by a U.S. law enforcement agency for U.S. records to any person, if the purpose of such disclosure or access is to respond to the legal process or request on behalf of a non-U.S. government³ without first satisfying all pertinent requirements of U.S. law and obtaining the express written consent of USDOJ, or the authorization of a court of competent jurisdiction in the U.S. Any such requests for legal process submitted by a non-U.S. government to I-New USA shall be referred to USDOJ/NSD as soon as possible, but in no event later than five business days after such request or legal process is received by or made known to I-New USA, unless disclosure of the request or legal process would be in violation of U.S. law or an order of a court of the United States.

I-New USA also agrees to ensure that U.S. records are not made subject to mandatory destruction under any foreign laws. The location of the U.S. records' storage facility will be provided to USDOJ/NSD at least 30 days in advance of the time in which I-New USA anticipates generating U.S. records.

I-New USA further agrees to designate and maintain a U.S. law enforcement point of contact ("LEPOC") in the U.S., preferably a U.S. citizen residing in the U.S., to receive service of process for U.S. records and, where possible, to assist and support lawful requests for surveillance or production of U.S. records by U.S. federal, state, and local law enforcement agencies ("Lawful U.S. Process"). This LEPOC and his/her contact information will be provided to NSD and FBI within 15 days from the date I-New USA receives the FCC's authority and will be subject to NSD/FBI approval. I-New USA also agrees to provide NSD/FBI at least 30 days prior written notice of any change in its POC, with all such changes also subject to approval. In addition, I-New USA will give NSD and FBI at least 30 days prior written notice of any change to its LEPOC, and I-New USA's nominated replacement shall be subject to NSD and FBI review and approval. I-New USA 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 five business days after receiving such lawful U.S. process.

I-New USA further agrees that it will report all outsourced or off-shore service providers, including but not limited to services provided in relation to:

- Network operation center(s) ("NOC");
- Network maintenance services;
- Customer support services;
- Any operation/service that could potentially expose U.S. domestic telecommunications infrastructure, U.S. customer data and records, call detail records ("CDRs"), or customer proprietary network information ("CPNI"); and

³ The term "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 U.S.

- Deployment of any network elements, hardware, software, core network equipment, and network management capabilities that are owned, managed, manufactured or controlled by a foreign government or non-public entities.

I-New USA additionally agrees to provide USDOJ and NSD with notices of change (e.g., corporate structure changes of relevance or importance to this LOA, ownership changes, and corporate name changes, etc.) within 30 days of such change.

Finally, I-New USA agrees to provide an annual report to USDOJ and NSD regarding the company's compliance with this Agreement, to include:

- Certifications that there were no changes (where no changes were reported to USDOJ during the preceding year);
- Statement(s) regarding CALEA compliance;
- Notice(s) regarding the company's handling of U.S. records, domestic communications, and U.S. lawful process (i.e., whether handled properly and in accordance with the assurances contained herein) including list of individuals with access to US call detail records (CDRs);
- Notification(s) of any changes in the services that I-New USA provides (as described in paragraph 4, page 1 of this LOA), or confirmation that no additional services are being offered;
- Notification(s) of any relationships with foreign-owned telecommunications partners, including any peer relationships;
- Updated list of I-New USA's principal network equipment, vendors and suppliers;
- Updated Network and Systems Security Plans and Procedures;
- Notification(s) of the installation and/or purchase or lease of any foreign-manufactured telecommunication equipment (including, but not limited to, switches, routers, software, hardware);
- Report(s) of any occurrences of cyber-security incidences, network and enterprise breaches, and unauthorized access to customer data and information;
- A re-identification of the name of and contact information of the LEPOC;
- Notifications regarding any other matter of interest to this LOA; and
- Statement that I-New USA agrees to USDOJ/NSD requests for site visits and to approve all requests to conduct on-site interviews of I-New USA employees.



I-NEW USA, Inc.
5930 NW 99th Ave, Unit 6
Doral, FL 33178
M: office.usa@i-new.com

Annual report will be due every 31st day of January of each calendar year, beginning on January 31, 2018, and will 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

Courtesy electronic copies of all notices and communications will also be sent to the following or individuals identified in the future to I-New USA by USDOJ: Bermel Paz, USDOJ (at Bermel.Paz@usdoj.gov); and David Plotinsky, USDOJ (david.plotinsky@usdoj.gov).

I-New USA agrees that in the event that the commitments set forth in this letter are breached, USDOJ/NSD may request the FCC to modify, condition, revoke, cancel, or render null and void any relevant license, permit, or other authorization granted by the FCC to I-New USA or its successors-in-interest, in addition to any other remedy available at law or equity. Nothing herein shall be construed to be a waiver by I-New USA of, or limitation on, its right to oppose or comment on any such request.

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

I-New USA understands that, upon execution of this LOA by an authorized representative or attorney, or shortly thereafter, USDOJ shall notify the FCC that it has no objection to the FCC's consent to I-New USA's application.

Sincerely,

Peter Nussbaumer, Director

Peter Bayer, Director