

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

In the Matter of)	
)	
Columbus Networks U.S.A., Inc.)	File Nos. SCL-T/C-20141121-00013
ARCOS-1 USA, Inc.)	SCL-T/C-20141121-00014
Columbus Networks Limited)	ITC-T/C-20141121-00307
)	ITC-T/C-20141121-00304
Cable and Wireless Communications Plc)	
)	
Applications for Consent to Transfer Control)	
of Submarine Cable Landing Licenses)	
Pursuant to Section 214 of the)	
Communications Act of 1934, as Amended)	

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

The Department of Homeland Security (“DHS”) 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, DHS advises the Commission that it has no objection to the Commission approving the authority sought in the above-referenced proceedings, provided that the Commission conditions its approval on the commitment of Columbus Networks U.S.A., Inc. (“Columbus”) and Cable and Wireless Communications Plc (“C&W”) to abide by the undertakings set forth in the September 11, 2015 Letter of Assurance (“2015 LOA”), which is attached hereto as Attachment A. The 2015 LOA is intended to supersede and replace the February 1, 2008 Letter of Assurances provided by Columbus to DHS, which was adopted by the Commission as a condition to the cable landing license for the CFX-1 Cable System (SCL-LIC-20070516-00008). The 2015 LOA is applicable to both the CFX-1 and the ARCOS-1 (SCL-LIC-19981222-00032) Cable Systems.

¹ 47 C.F.R. § 1.41.

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).

After discussions with representatives of Columbus and C&W in connection with the above-referenced proceedings, DHS has concluded that the commitments set forth in the 2015 LOA will help ensure that DHS can proceed appropriately to satisfy its responsibility for enforcing the law, protecting the national security, and preserving public safety. Accordingly, DHS advises the Commission that it has no objection to the Commission granting the applications in the above-referenced proceedings, provided that the Commission conditions its consent on compliance by Columbus and C&W with the 2015 LOA.

Respectfully submitted,

/S/ Shawn Cooley
Shawn Cooley
U.S. Department of Homeland Security
Director – Foreign Investment Risk Management
Office of Policy
3801 Nebraska Avenue
Washington, D.C. 20016

September 18, 2015

Attachment A (2015 Letter of Assurance)

Attachment A



September 11, 2015

Alan Bersin
Assistant Secretary for International Affairs and Chief Diplomatic Officer
Office of Policy
U.S. Department of Homeland Security
245 Murray Lane SW
Washington, D.C. 20528

Dear Mr. Bersin:

This Letter of Assurances ("LOA") outlines the commitments made to the U.S. Department of Homeland Security ("DHS") in order to address national security, law enforcement, and public safety concerns raised with regard to the applications of Cable and Wireless Communications Plc ("C&W") requesting Federal Communications Commission ("FCC") authorization to transfer control of, inter alia, the cable landing license for the ARCOS-1 Cable System, SCL-LIC-19981222-00032, and the cable landing license for the CFX-1 Cable System, SCL-LIC-20070516-00008, from Columbus Networks U.S.A., Inc. ("Columbus"), ARCOS-1 USA, Inc. and A.SurNet, Inc., to C&W (SCL-T/C-20141121-00013, SCL-T/C-20141121-00014) (collectively, the "Columbus Licensees").

The shareholders of Columbus International Inc. ("CII"), ultimate parent of Columbus, ARCOS-1 USA, Inc. and A.SurNet, Inc., have entered into an agreement with C&W whereby C&W will directly acquire 100% of CII, including indirectly 100% of Columbus, license holder for the CFX-1 Cable System, as well as ARCOS-1 USA, Inc. and A.SurNet, Inc., license holders for the ARCOS-1 Cable System. Employees of Columbus are responsible for management and operation of both the CFX-1 Cable System and the ARCOS-1 Cable System.

C&W and Columbus are aware that Columbus and DHS entered into an Agreement dated as of February 1, 2008 ("2008 Agreement") to address issues relating to national security, law enforcement and public safety associated with the CFX-1 Cable System. This LOA is intended to supersede and replace the 2008 Agreement.

For purposes of this LOA, each Cable System includes, but is not limited to, associated cable landing sites, points of presence (PoPs) or interconnected gateways in the U.S. (whether leased or owned). The CFX-1 Cable System is a non-common carrier fiber optic cable extending between the U.S., Colombia and Jamaica. The ARCOS-1 Cable System is a non-common carrier fiber optic cable extending between the U.S., the Bahamas, Turks and Caicos, the Dominican Republic, Puerto Rico, Curacao, Venezuela, Colombia, Panama, Costa Rica, Nicaragua, Honduras, Guatemala, Belize and Mexico.

Upon grant of the above-referenced transfer of control applications, Columbus undertakes to comply with the following commitments:

1. Principal Equipment List

Within 60 days of this LOA, and thereafter upon request, Columbus shall provide an updated Principal Equipment list for each of the CFX-1 and ARCOS-1 Cable Systems. For purposes of this LOA, "Principal Equipment" means the primary components of the Domestic Communications Infrastructure and each Cable System, including, but not limited to, should they exist, servers, routers, switches, signal modulators and amplifiers, repeaters, submarine line terminal equipment (SLTE), system supervisory equipment (SSE), power feed equipment (PFE), tilt and shape equalizer units (TEQ/SEQ), optical distribution frames (ODF), and synchronous optical network (SONET), synchronous digital hierarchy (SDH), wave division multiplexing (WDM), dense wave division multiplexing (DWDM), coarse wave division multiplexing (CWDM) or optical carrier network (OCN) equipment, as applicable, and any non-embedded software necessary for the proper monitoring, administration and provisioning of the relevant Cable System. This list should include available information identifying each item's manufacturer and the model and/or version number of any hardware or software. In addition, the list should identify any vendors, contractors, or subcontractors for the Principal Equipment, including those who have physical and remote access to the Principal Equipment and those performing functions that would otherwise be performed by Columbus personnel to install, operate, manage, or maintain the Principal Equipment.

For purposes of this LOA, "Domestic Communications Infrastructure" (DCI) means: (a) transmission, switching, bridging, and routing equipment (including software and upgrades), if any, used by or on behalf of the Columbus Licensees to provide, process, direct, control, supervise, or manage information carried on the CFX-1 or ARCOS-1 Cable System; (b) facilities and equipment used by or on behalf of the Columbus Licensees that are physically located in the United States; or (c) facilities used by or on behalf of the Columbus Licensees to control, provision, and activate the equipment described in (a) and (b) above. DCI does not include equipment or facilities used by service providers other than the Columbus Licensees that are: (a) interconnecting communications providers or providers of transit services; or (b) providers of services or content that are: (i) accessible using the communications services of the Columbus Licensees and (ii) available in substantially similar form and on commercially reasonable terms through communications services of companies other than the Columbus Licensees. The phrase "on behalf of" as used in this definition does not include entities with which the Columbus Licensees have contracted for peering, interconnection, transit, roaming, long distance, or other similar arrangements.

Where a new vendor or contractor for Principal Equipment does not appear on any list of Principal Equipment previously disclosed by Columbus pursuant to this LOA, Columbus shall provide at least thirty (30) days advance written notice to DHS prior to the installation of Principal Equipment made by the new vendor or the initiation of work by the new contractor. Columbus need not comply with the thirty (30) day advance notice requirement for any action that is undertaken pursuant to a bona fide emergency and is necessary to ensure the continued operability of either Cable System; however, in such circumstances, Columbus shall provide advance notice of a new vendor or contractor for Principal Equipment if practicable, and if

impracticable, within five (5) business days after the installation of Principal Equipment made by a new vendor or the initiation of work by a new contractor, as applicable.

2. Measures to Prevent Unauthorized Cable System Access

Columbus agrees to take practicable measures to prevent unauthorized access to, and protect the physical and logical security of, the CFX-1 and ARCOS-1 Cable Systems and any information being carried on such Cable Systems. Furthermore, Columbus agrees to report to DHS if it learns of information that reasonably indicates unauthorized third-party access, disruption, or corruption to the CFX-1 or ARCOS-1 Cable System or any information being carried on the CFX-1 or ARCOS-1 Cable System. Any such reports should be provided in writing to DHS within 10 business days of discovery of the relevant information. Columbus further agrees: (a) to cooperate with DHS's recommendations with respect to the remediation of such events, and to the extent such recommendations are not adopted by Columbus, to provide an explanation as to why such measures are not adopted; and (b) to report Columbus' response to any recommendation from DHS concerning remediation within 10 business days of receipt of such recommendation.

3. Information Available Upon Request

Upon request, Columbus agrees to make available updated information within 15 days relating to the development, operation and management of the CFX-1 or ARCOS-1 Cable System, including, but not limited to, the following:

a) Network Management Information, including network topology descriptions or maps; network and telecommunications architecture descriptions and associated descriptions of interconnection points and controlled gateways to the DCI; network operational plans, processes and procedures; locations and functions of any network operations centers, data centers, and main distribution facilities; and descriptions of linkages to the CFX-1 or ARCOS-1 Cable System for service offload, disaster recovery, or administrative functions;

b) Physical and logical security policies, procedures and hardware or software products or appliances maintained to protect the CFX-1 or ARCOS-1 Cable System;

c) Architecture Interconnect Diagrams (AID), Architecture Flow (control) Diagrams (ACD), and System Context Diagrams (SCD) that show major system/subsystem components, data flow/control, and actors outside the system that could interact with the CFX-1 or ARCOS-1 Cable System; and

d) Any policies or procedures adopted to implement this LOA.

4. Point of Contact

Columbus hereby designates Paul Scott, President, Columbus Networks U.S.A., Inc., 15950 West Dixie Highway, North Miami Beach, FL 33162, pscott@columbus.co, (786) 274-8904, a resident U.S. citizen, as Point of Contact (POC) for purposes of this LOA. John Lyons, Vice President – Engineering and Operations, Columbus Networks U.S.A., Inc., 15950 West Dixie Highway, North Miami Beach, FL 33162, jlyons@columbus.co, (786) 274-7656, also a resident U.S. citizen, will serve as an alternate point of contact in the event the primary POC cannot be

reached. Columbus may also designate such additional alternate points of contact, also resident U.S. citizens or permanent resident aliens. All such designated points of contact shall be subject to DHS review and non-objection.

The POC, or an alternate, shall be available 24 hours per day, 7 days per week to address any national security, law enforcement or public safety concerns that may be raised by DHS with respect to the CFX-1 or ARCOS-1 Cable System. The POC, or an alternate, shall be responsible for receiving and promptly effectuating DHS requests for information pursuant to this LOA.

Columbus will notify DHS of any change to the POC or alternates within 10 business days of such change and such POC or alternate shall be subject to DHS review and non-objection. Columbus shall cooperate with any DHS request that a background check be completed for a designated POC or alternate.

5. Change in Services

Columbus agrees that it will notify DHS in writing at least 30 calendar days prior to implementing any significant new communications services in the U.S., including but not limited to the provision of services directly to end-user (i.e., non-carrier) customers, either residential, business, or enterprise.

6. Annual Report

On or before each anniversary of the effective date of this LOA, Columbus shall submit to the USG Parties a report including the following information:

- a) An updated Principal Equipment List, as defined herein, including identification of any material changes or upgrades since the list was most recently provided to DHS;
- b) The name and current contact information of any POC, as defined herein;
- c) Updated physical and logical security policies and procedures used for protecting system and subsystem components of the CFX-1 and ARCOS-1 Cable Systems, or material updates to policies and procedures since most recently disclosed to DHS; and
- e) Architecture Interconnect Diagrams (AID), Architecture Flow (control) Diagrams (ACD), and System Context Diagrams (SCD) that show major system/subsystem components, data flow/control, and outside system components (people or machine) that could interact with the CFX-1 or ARCOS-1 Cable System, or material updates to such documents since most recently disclosed to DHS.

7. USG Visitation

Columbus agrees that DHS and such other U.S. Government agency representatives as DHS may designate may access the landing stations, network operations centers, PoPs, or other facilities under the control of the Columbus Licensees, and may inspect books and records, equipment, servers, and facilities, to conduct on-site visits concerning the implementation of the terms of this LOA. During such visits, Columbus will cooperate with the requests of USG Parties to make information, facilities and personnel available. Columbus shall permit DHS and such other U.S.

Government agency representative as DHS may designate, to conduct confidential interviews of employees or contractors of the Columbus Licensees concerning compliance with this LOA. Ordinarily, DHS will provide Columbus with at least fourteen (14) days advance notice, but in extraordinary circumstances Columbus shall afford DHS such access during normal business hours with or without advance notice.

8. Notices

Notices under this LOA to DHS will be directed to IP-FCC@hq.dhs.gov.

9. Good Faith Negotiation; Remedies

Columbus agrees to negotiate in good faith to resolve any national security, law enforcement or public safety concerns DHS may raise with respect to the Principal Equipment List, new vendors or contractors for Principal Equipment, or any other matters set forth in this LOA.

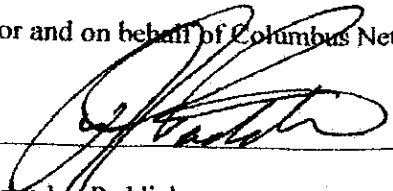
Columbus agrees that in the event the commitments set forth in this letter are breached, in addition to any other remedy available at law or equity, DHS may request that the FCC modify, condition, revoke, cancel, terminate, or render null and void any relevant license, permit, or other authorization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

Nothing in this letter is intended to excuse the Columbus Licensees from their obligations to comply with any and all applicable legal requirements and obligations, including any and all applicable statutes, regulations, requirements, or orders.

This LOA shall inure to the benefit of, and shall be binding upon, Columbus and its respective successors, assigns, subsidiaries, and affiliates.

C&W and Columbus understand that, promptly upon execution of this letter by an authorized representative or attorney for C&W and Columbus, DHS shall notify the FCC that it has no objection to the FCC's grant of C&W's transfer of control applications described above.

For and on behalf of Columbus Networks U.S.A., Inc.



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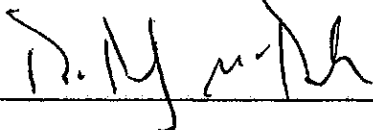
Acknowledged and Agreed by Cable and Wireless Plc

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