

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

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	)	
	)	
In the Matter of	)	File No. SCL-LIC-20120330-00002
	)	
Application for a License to Construct, Land	)	
and Operate an Undersea Cable System	)	
Linking the Continental United States, the	)	
Dominican Republic, Puerto Rico, Brazil,	)	
Colombia, Guatemala, and Mexico	)	

América Móvil Submarine Cable System

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

The Departments of Justice (DOJ) and Homeland Security (DHS) submit this Petition to Adopt Conditions to Authorizations and Licenses (Petition), pursuant to Section 1.41 of the Federal Communications Commission (Commission) rules.<sup>1</sup> Through this Petition, DOJ and DHS advise the Commission that they have 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 Latam Communications, LLC (Latam) to abide by the commitments and undertakings set forth in the January 23, 2013 Letter of Assurances (LOA), which is attached hereto. In the above-referenced proceeding, the Applicant seeks a license to construct, land, and operate a fiber-optic submarine cable system, to be known as the América Móvil Submarine Cable System (AMXI System), directly linking the continental United States, the Dominican Republic, Puerto Rico, Brazil, Colombia, Guatemala, and Mexico.

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

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<sup>1</sup> 47 C.F.R. § 1.41.

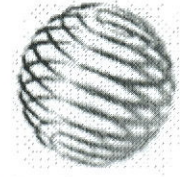
other U.S. government agencies with expertise in those areas. *See In the Matter of Comsat Corporation d/b/a Comsat Mobile Communications, etc.*, 16 FCC Rcd. 21,661, 21707 ¶ 94 (2001).

After discussions with representatives of the Applicant in connection with the above-referenced proceedings, DOJ and DHS have concluded that the additional commitments set forth in the LOA will help ensure that DOJ, DHS and other agencies with responsibility for enforcing the law, protecting the national security, and preserving public safety, can proceed appropriately to satisfy those responsibilities. Accordingly, DOJ and DHS advise 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 by Latam Communications with the LOA.

Respectfully submitted,

/S/ Richard C. Sofield  
Richard C. Sofield  
U.S. Department of Justice  
Director - Foreign Investment Review Staff  
National Security Division  
600 E Street, NW Rm 10000  
Washington, D.C. 20004

January 28, 2013



# Latam Telecommunications, LLC

Mr. Richard Sofield  
Director, Foreign Investment Review Staff  
National Security Division  
U.S. Department of Justice  
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Mr. Shawn Cooley  
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Office of Policy  
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Washington, D.C. 20528

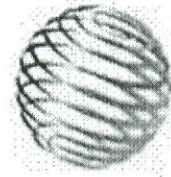
Gentlemen:

Latam Telecommunications, LLC. (“Company”) is providing this Letter of Assurance (LOA), dated January 23, 2013, to the U.S. Department of Homeland Security (DHS) and the U.S. Department of Justice (DOJ) (DHS and DOJ together referred to herein as the “USG Parties”) on the express understanding that, promptly upon execution of this LOA, the USG Parties will notify the FCC that they have no objection to the FCC’s grant of the pending application of Company, Puerto Rico Telephone Company, Inc. and Claro Chile S.A. (SCL-LIC-20120330-00002 ), and will request that the FCC’s grant of that application be made subject to this LOA and its resolution of issues relating to national security, law enforcement, and public safety. For purposes of this LOA, the AMX1 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).

Company has agreed to provide this LOA to the USG Parties to address issues raised by the USG Parties, and to jointly petition the FCC to condition the requested authorization on compliance with this LOA. Upon grant of the license, Company undertakes to comply with the following commitments to the USG Parties:

1. Principal Equipment List

Within 60 days of this LOA, and thereafter upon request from the USG Parties, Company shall provide an updated Principal Equipment list. For purposes of this LOA, “Principal Equipment” means the primary components of the Domestic Communications Infrastructure and the AMX1 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



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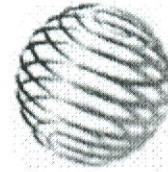
optical network (SONET), synchronous digital hierarchy (SDH), wave division multiplexing (WDM), dense wave division multiplexing (DWDM), coarse wave division multiplexing (CWDM) or optical carrier network (OCN) equipment, as applicable, and any non-embedded software necessary for the proper monitoring, administration and provisioning of the AMX1 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 performing functions that would otherwise be performed by Company 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 Company to provide, process, direct, control, supervise, or manage information carried on the AMX1 Cable System; (b) facilities and equipment used by or on behalf of Company that are physically located in the United States; or (c) facilities used by or on behalf of Company to control, provision, and activate the equipment described in (a) and (b) above. Domestic Communications Infrastructure does not include equipment or facilities used by service providers other than Company 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 Company and (ii) available in substantially similar form and on commercially reasonable terms through communications services of companies other than Company. The phrase "on behalf of" as used in this definition does not refer to: (a) entities with which Company has contracted for peering, interconnection, transit, roaming, long distance, or other similar arrangements; or (b) affiliates of Company legally established and located outside the United States that are part of the international América Móvil Submarine Cable System, provided that such affiliates have no visibility into or control over any interexchange or local exchange facilities in the United States or the content of communications as it travels over the international América Móvil Submarine Cable System.

## 2. Information Available Upon Request

Upon request by the USG Parties, Company agrees to make available updated information within 15 days relating to the development, operation and management of the U.S. AMX1 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 AMX1 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 AMX1 Cable System;



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- c) Architecture Interconnect Diagrams (AID), Architecture Flow (control) Diagrams (ACD), and System Context Diagram (SCD) that shows major system/subsystem components, data flow/control, and actors outside the system that could interact with the AMX1 Cable System; and
- d) Any policies or procedures adopted to implement this LOA.

## 3. Measures to Prevent Physical and Logical Unauthorized Access

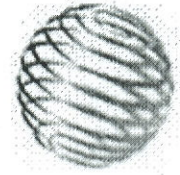
Company agrees to store system logs (SYSLOGS) to U.S. based network elements for a period of 18 months and to make available for USG Party review upon request.

Company agrees to take practicable measures to prevent unauthorized access to, and protect the physical and logical security of the AMX1 Cable System and any information being carried on the AMX1 Cable System, including ensuring that security patches for systems and applications are kept up to date. Furthermore, Company agrees to report to the USG Parties if it learns of information that reasonably indicates unauthorized third-party access, disruption, or corruption to the AMX1 Cable System or any information being carried on the AMX1 Cable System. Any such reports should be provided in writing to the USG Parties within 10 business days of discovery of the relevant information. Company further agrees: (a) to cooperate with USG Party recommendations with respect to the remediation of such events, and to the extent such recommendations are not adopted by the Company, to provide a detailed explanation as to why such measures are not adopted; and (b) to report Company's actions in response to any recommendation from the USG Parties concerning remediation within 10 business days of receipt of such recommendation.

## 4. Point of Contact

Company hereby designates Arturo Pellerano Guerra, a resident U.S. citizen or permanent resident alien, as Point of Contact (POC) for the USG Parties for purposes of this LOA. Cynthia A. Jacobs also a resident U.S. citizen or permanent resident alien, will serve as an alternate point of contact in the event the primary Point of Contact cannot be reached. Company 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 USG Party review and non-objection. The POC, or 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 the USG Parties with respect to the AMX1 Cable System. The POC, and any alternates, shall be responsible for receiving service of process for U.S. records and assisting with lawfully authorized electronic surveillance, and shall comply with all statutes, regulations, and requirements regarding lawful electronic surveillance requests.

In addition, the POC and alternates shall be responsible for receiving and promptly effectuating requests for information from the USG parties pursuant to this LOA. Company will notify the USG Parties of any change to the POC or alternates within 10 business days of such change and such POC or alternates shall be subject to USG Parties review and non-objection. Company shall cooperate with a request by a USG party that a background check be completed for a designated Point of Contact or alternate.



# Latam Telecommunications, LLC

## 5. Annual Report

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

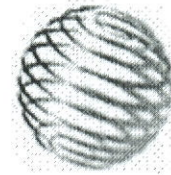
- (a) An updated list of Principal Equipment used within the AMX1 Cable System and by related primary vendors, contractors or subcontractors, including but not limited to any material changes or upgrades to system components or applications since the list was most recently provided to the USG Agencies;
- (b) The names and contact information of the Point of Contact and alternates for the company for purposes of this LOA;
- (c) A summary of unauthorized network access (if any) related to the company's operation for the preceding 12 months;
- (d) Physical and logical security policies and procedures used for protecting system and subsystem components of the AMX1 Cable System, or material updates to policies and procedures previously disclosed to the USG Parties; 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 AMX1 Cable System, or material updates to such documents that were previously disclosed to the USG Parties.

## 6. USG Visitation

Company agrees that upon reasonable advance notice, the USG Parties may visit its landing stations, network operations centers, PoPs, or other facilities under its control to conduct on-site visits concerning the implementation of the terms of this LOA. During such visits, Company will cooperate with the requests of USG Parties to make information, facilities and personnel available.

## 7. Services

Company agrees that it will notify the USG Parties in writing at least 30 calendar days prior to implementing any significant changes to its provision of 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. Company agrees that it will implement a solution for lawfully authorized electronic surveillance pursuant to the Communications Assistance for Law Enforcement Act (CALEA) and its implementing regulations prior to providing any service for which compliance with CALEA is required, and further agrees that it will comply with all other statutes, regulations, and requirements regarding electronic surveillance.



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## 8. Records Storage

Company agrees that, for all customer billing records, subscriber information, and any other related information used, processed, or maintained in the ordinary course of business relating to telecommunications services offered in the U.S. (U.S. Records), Company will store either originals or copies of originals in the U.S. and shall make such records available in response to lawful U.S. process.<sup>1</sup> For these purposes, U.S. Records shall include information subject to disclosure to a Federal or state governmental entity under the procedures specified in Sections 2703(c) and (d) and Section 2709 of Title 18 of the United States Code. Company also agrees to ensure that U.S. Records are not made subject to mandatory destruction under any foreign laws. Company shall provide the U.S. Records storage location to the USG Parties at least 30 calendar days in advance of the time in which Company anticipates generating U.S. Records and shall notify the USG Parties 30 days prior to any change in that location.

## 9. Dispute Resolution

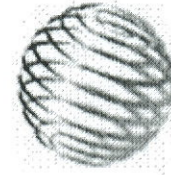
- (a) Company understands that the USG Parties may request that the FCC modify, condition, revoke, cancel, or render null and void any relevant license, permit, or other authorization in the event the commitments set forth in this letter are breached by Company or in the event the USG Parties determine that the terms of this LOA are inadequate to address national security, law enforcement or public safety concerns. Company will promptly negotiate in good faith to address any such concerns. The USG Parties will promptly negotiate in good faith with respect to any reasonable request by Company for relief from the application of specific provisions of this LOA if such provisions become unduly burdensome or adversely affect the competitive position of Company.
- (b) Notwithstanding the foregoing, the USG Parties reserve the right to object, formally or informally, to the grant of any other FCC application or petition of Company or an entity controlled by Company for a license, other authorization, or assignment or transfer of control of a license or other authorization under the Cable Landing License Act or Titles II and III of the Communications Act of 1934, as amended, and to seek additional or different terms that would, consistent with the public interest, address any threat to the ability of the United States to enforce the laws, preserve the national security, or protect the public safety raised by the services and transactions underlying any such application or petition.

## 10. Request for Relief

The USG Parties agree to negotiate in good faith and promptly with respect to a request by Company for relief from application of a specific provision of this LOA or relief from a specific request of the USG

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<sup>1</sup>This statement does not supersede or replace Company's other duties to comply with any applicable FCC requirements and regulations regarding the storage and protection of customer records, including but not limited to requirements related to the storage and protection of Customer Proprietary Network Information (CPNI).



# Latam Telecommunications, LLC

Parties made pursuant to this LOA where such a provision or request is unduly burdensome or adversely affects Company's competitive position.

## 11. Exempt from Disclosure

Company is providing this LOA on the express understanding that all notices, reports and information provided to the USG Parties pursuant to this LOA shall be treated as confidential business information exempt from disclosure under the Freedom of Information Act, 5 U.S.C. 552(b)(4).

The USG Parties shall take all reasonable measures to protect from public disclosure all information submitted by Company to the USG Parties in connection with this LOA and clearly marked with the legend "Confidential; Subject to Protection Under 5 U.S.C. section 552(b)" or similar designation. Such markings shall signify that it is Company's position that the information so marked constitutes "trade secrets" and/or "commercial or financial information obtained from person and privileged or confidential," or otherwise warrants protection within the meaning of 5 U.S.C. section 552(b). If a request is made under 5 U.S.C. section 552(a)(3) for information so marked, and disclosure of any information (including disclosure in redacted form) is contemplated, the USG Parties, as appropriate, shall notify Company of the intended disclosure as provided by Executive Order 12600, 52 Fed. Reg. 23781 (June 25, 1987). If Company objects to the intended disclosure and its objections are not sustained, the USG Parties, as appropriate, shall notify Company of its intention to release not later than ten business days prior to disclosure of the challenged information.

## 12. Binding Upon Successors

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

## 13. USG contacts

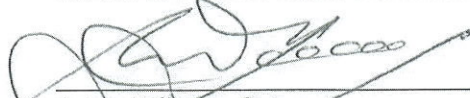
All correspondence to the USG Parties under the LOA will be directed to the addressees listed on the first page of this LOA. In addition, an electronic copy of all correspondence will be provided to DHS at [IP-FCC@hq.dhs.gov](mailto:IP-FCC@hq.dhs.gov) and DOJ at [FIRS-TT@usdoj.gov](mailto:FIRS-TT@usdoj.gov).





# Latam Telecommunications, LLC

For and on behalf of Latam Telecommunications, LLC



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Arturo Pellerano Guerra  
Treasurer

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