

Now it is hereby agreed as follows :—

1. For the purposes of this Agreement "territory of a Partner Government"—

(i) In relation to the United Kingdom Government, includes the Channel Islands and the Isle of Man, Newfoundland, Burma, the Colonies, Protectorates and Protected States for the administration or protection of which the United Kingdom Government are responsible, and any territory in respect of which a mandate on behalf of the League of Nations has been accepted by His Majesty and is being exercised by the United Kingdom Government ;

(ii) In relation to the other Partner Governments, includes any dependent territory and any territory in respect of which a mandate on behalf of the League of Nations has been accepted by His Majesty and is being exercised by that Partner Government.

2. Pending the establishment of the Commonwealth Telecommunications Board (hereinafter referred to as "the Board") the Partner Governments agree to regard the Commonwealth Communications Council as having the same functions as are proposed for the Board under Paragraphs 4 (1) and (2) of the Second Schedule to the said Overall Agreement.

3. The United Kingdom Government shall do its best to procure that Cable and Wireless Ltd. shall—

(a) Agree to the assumption by the Council of the functions proposed for the Board as aforesaid ;

(b) Sell all the shares held by or for it or any of its subsidiaries in the local companies specified in the second column of the Schedule hereto either to the appropriate Partner Government specified in the first column of the Schedule hereto or to persons resident in the territories of that Government at a fair price to be agreed or otherwise determined ;

(c) At the option of the Partner Government concerned lease or sell all of its assets situate in the territories of any Partner Government (other than the United Kingdom Government), not being assets which the Partner Government agrees to exclude, either to the local company concerned or to the Partner Government concerned at a fair price to be agreed or otherwise determined ;

(d) Comply with any recommendations made by the Council (or the Board when established) in respect of any of the matters mentioned in Paragraph 4 (1) of the Second Schedule to the Overall Agreement ;

(e) Comply with any proposals of the Council (or the Board when established) as to pooling and not enter into any pooling arrangement without the consent of the Council or the Board ;

(f) Not enter into any negotiations with foreign telecommunication interests on any major point except after consultation with and agreement of the Council or the Board.

4. Each other Partner Government shall do its best to procure that the local company or authority which is operating its external telecommunication services shall enter into complementary and/or similar obligations to those set out for Cable and Wireless Ltd. in Clause 3 above.

5. Nothing in this Agreement affects the right of any Partner Government to acquire all or any of the shares in, or assets of, the local company operating its external telecommunications services.

6. This Agreement shall come into force forthwith.