

**NEW JERSEY ADVOCATES FOR IMMIGRANT DETAINEES
NYU IMMIGRANT RIGHTS CLINIC
C/O WASHINGTON SQUARE LEGAL SERVICES, INC.
245 SULLIVAN STREET, 5TH FLOOR
NEW YORK, NY 10012
INFO@NJPHONEJUSTICE.ORG**

January 19, 2016

Marlene H. Dortch, Secretary
Federal Communications Commission
Office of the Secretary
445 12th Street, SW
Room TW-B204
Washington, DC 20554

**RE: International Rate Regulation for Inmate Calling Services:
WC Docket No. 12-375**

Dear Secretary Dortch,

The New York University School of Law Immigrant Rights Clinic (IRC), the New Jersey Advocates for Immigrant Detainees (NJAID), and the American Civil Liberties Union of New Jersey (ACLU of New Jersey) file a joint comment in the above-referenced proceeding.¹ IRC is a leading institution in both local and national struggles for immigrant rights, representing immigrants and immigrant rights organizations in their cases and campaigns. NJAID is a coalition of civic and religious organizations whose goals include bringing attention to the plight of immigrant detainees in New Jersey correctional facilities and working to improve the conditions of those institutions. The ACLU of New Jersey works to advance rights and defend liberty throughout New Jersey, including the rights of immigrants and the rights of individuals who are detained or incarcerated in New Jersey jails, prisons, and other facilities.

For several years, we have investigated the effect of high phone rates in New Jersey jails on immigrant detainees and other incarcerated individuals. The exorbitant phone rates

¹ The views expressed herein represent the views of the Immigrant Rights Clinic and not necessarily those of New York University or its affiliates. This comment was written by Andrea Savdie '16 and Sonya Chung '17 under the supervision of Alina Das, Associate Professor of Clinical Law, for IRC and NJAID. NJAID coalition members include American Friends Service Committee (AFSC) Immigrant Rights Program; Casa de Esperanza; the Episcopal Immigration Network; Lutheran Office of Governmental Ministry in NJ; NJ Association on Correction; NJ Forum for Human Rights; Pax Christi NJ; Middlesex County Coalition for Immigrant Rights; Monmouth County Coalition for Immigrant Rights; People's Organization for Progress- Bergen County Branch; the Reformed Church of Highland Park; Sisters of St. Joseph of Chestnut Hill ESL; Unitarian Universalist Congregation at Montclair; IRATE & First Friends.

charged in New Jersey jails create a significant hardship for people held in the facilities. The burden is particularly severe for immigrant detainees, who lack the right to counsel and rely heavily on phone communication to gather evidence and testimony in order to fight their cases *pro se*.

The Order² adopted by the Federal Communications Commission (“FCC” or “Commission”) on October 22, 2015 provides much-needed relief to incarcerated individuals and their families. By setting caps on the rates facilities can charge for domestic calling, the Order helps ensure that incarcerated people have the opportunity to maintain community ties, which facilitates their reintegration into society upon release. We celebrate the accomplishments made in the Order and what these lower rates will mean for so many families across the country as an important step forward.

As the Commission has recognized, however, further action is necessary to address international calling. Under the current Order, which is limited to domestic (interstate and intrastate) calling, many incarcerated individuals, including immigrant detainees, are still not able to maintain contact with their loved ones abroad, and their chances of successfully seeking immigration relief are notably diminished without reasonable access to international calls. Without the regulation of international call rates, the Order’s relief does not extend to all families, and the burden of egregiously high phone rates still weighs heavily on the immigrant detainee population.

Thus, in response to the Commission’s Third Further Notice of Proposed Rulemaking, we submit that the regulation of international phone rates is necessary for the Order to fully realize its purposes. The regulation of international phone rates is crucial to promote access to justice for all incarcerated people and to eliminate the pervasive price gouging that has long plagued the prison phone industry. As it stands, the Order has already factored in the costs of international calling when it set rate caps for interstate and intrastate calls.³ Without regulating international calls, phone companies may be overcompensated by recovering the costs of international calls through the domestic rate structure while continuing to charge exorbitant international rates. Most importantly, leaving international phone rates unregulated significantly debilitates immigrant detainees who need to contact friends and family who in many instances are abroad, as well as experts and institutions in other countries to gather evidence essential to a fair immigration proceeding.

Given the importance of international calling to immigrant detainee populations, we urge the FCC to adopt a rate cap of sixteen cents per minute for international calls in all correctional facilities as defined in the Order. If not for all facilities, the FCC should, at minimum, adopt these rate caps for international calls in any public or private facility used to detain individuals pursuant to any agreement, contract or subcontract with the Department of Homeland Security (DHS) and/or operated by DHS.

² *Rates for Interstate Inmate Calling Services*, Second Report and Order and Third Notice of Proposed Rulemaking, WC Docket 12-375, FCC 15-136 (adopted Oct. 22, 2015) (2015 Order or 2015 FNPRM).

³ *Id.* at para. 320.

This proposed rate is based on our review of the rates provided by major providers in New Jersey facilities. Specifically, records demonstrate that Global Tel*Link provides international calling in Delaney Hall, an immigration detention facility in Newark, New Jersey, for 25 cents per minute and is still able to offer a 37% commission to Community Education Centers, Inc., the private company that subcontracts to run the facility.⁴ Thus, Global Tel*Link can provide international calling service for less than 16 cents per minute.⁵ Yet individuals who are detained continued to be charged much higher rates, which vary significantly by facility.

Further, the New Jersey legislature voted last week (which, as of the time of filing, Governor Christie has declined to sign into law) to cap international call rates at 25 cents per minute for those facilities that provide international calling service and to ban commissions,⁶ so a proposed 16 cent federal cap would strengthen the legislature's intended cap.

As explained below, adopting a 16 cent rate cap on international calls will provide much needed relief to individuals who rely on international calling not only to stay in touch with family, but also to prepare for their legal cases in the immigration context. Without action by the FCC, individuals will continue to be vulnerable to exorbitant rates for crucial international calls.

⁴ Global Tel*Link and Community Education Centers, Five-Year Inmate Telephone Service Agreement (May 25, 2011), attached. The 25 cent rate is for all countries specified in the agreement, with the exception of Canada, for which the rate is 10 cents per minute. In addition to the 37% commission that is paid on all calls, Global Tel*Link also provided a one-time \$70,000 signing bonus. Thus, accounting for the lower rates that may be offered to contiguous countries, and eliminating signing bonuses and similar kinds of non-cost-based payments, further indicates that even lower rates may be reasonable than the 16 cent rate we propose.

⁵ Notably, Talton Communications provides an even lower rate, of 15 cents per minute, for calls to landlines from its designated facilities. Federal Communications Commission, Transcript of Workshop on Further Reform of Inmate Calling Services, Statement of Kevin Landy, Assistant Director, Office of Detention Policy and Planning, U.S. Immigration and Customs Enforcement, at 191:15-18 and 192:12-15 (July 9, 2014), located at https://apps.fcc.gov/edocs_public/attachmatch/DOC-328596A1.pdf. Talton Communications is the ICE Detainee Telephone Service provider for 40 percent of the ICE average detainee population since 2010. *Id.* However, its rate for calls to mobile phones, 35 cents per minute, is higher than the flat rate for all international calls offered in Delaney Hall, even if commission is included. There is no public justification for why Talton Communications' mobile calling rate is higher than the international rate offered by Global Tel*Link in Delaney Hall. Excluding commissions and considering the lowest rate offered, we therefore suggest a flat rate of 16 cents for all international calls.

⁶ New Jersey Bill No. A4576 passed on January 11, 2016 in the 2014/2015 Legislative Session, available at: http://www.njleg.state.nj.us/2014/Bills/A5000/4576_R1.HTM (capping rates including a 25 cent per minute international calling rate cap; providing that providers "not bill to any party any service charge or additional fee exceeding the per minute rate, including, but not limited to, any per call surcharge, account set up fee, bill statement fee, monthly account maintenance charge, or refund fee"; and specifying that "[a] State, county, or private correctional facility shall not accept or receive a commission or any other payment from the telephone service provider based upon an amount the provider billed for telephone calls made by inmates in the correctional facility").

Comments

I. The Need for Regulating International Phone Rates in New Jersey Facilities

The international phone rates in many of New Jersey's county jails and federally-run facilities are unreasonably high, preventing families from staying in touch and interfering with immigrant detainees' ability to adequately pursue relief in immigration proceedings. Immigrant detainees, the population NJAID serves, are particularly vulnerable to high international phone rates. Immigrant detainees have family ties in different countries around the world and rely on international calling to gather important evidence for their immigration cases. For example, individuals seeking asylum in the United States often need to contact friends, family, and institutions abroad to gather documentation to prove hardship, past persecution, and country conditions. Furthermore, with no right to government-appointed counsel, detainees often have to call internationally to raise money from family members for legal assistance or even prepare for placement in another country after deportation.

High international phone rates, functionally prohibiting detainees from making international phone calls, contribute to the impact of detention on immigrants' legal proceedings: in a study of New Yorkers placed in removal proceedings (many of whom were detained in New Jersey facilities), 74% of immigrants facing deportation who were not detained obtained relief and were able to remain in the United States, while only 3% of detained immigrants in deportation proceedings achieved such relief.⁷ High ICS rates clearly impact the legal rights of immigrant detainees in New Jersey and elsewhere.

The data shown in Table 1 (on the following page) illustrates the dire need for FCC regulation of international phone rates. For example, Hudson County Correctional Facility, which has the capacity to hold 450 immigrant detainees, currently charges \$45 for a 15-minute international call, approximately **twenty-one times the minimum wage for a New Jersey resident**, and over **thirteen hundred times the hourly wage for an immigrant detainee working in detention**.⁸ The rate at Hudson is also twenty times the cost of the same call from Elizabeth Detention Center, which contracts with Talton Communications, to a landline abroad. This divergence demonstrates the free rein that facilities currently have to set rates that are not cost-based, allowing the facilities – and the phone companies – to collect revenue at the expense of a highly vulnerable population.

⁷ STUDY GRP. ON IMMIGRANT REPRESENTATION, ACCESSING JUSTICE 3 (2011), available at http://www.cardozolawreview.com/content/denovo/NYIRS_Report.pdf.

⁸ As of January 2015, minimum wage in New Jersey is \$8.38 per hour. An hour-long international phone call in Hudson could cost \$180 which would require 21.5 hours of work at minimum wage. Detained immigrants who work in detention facilities earn an average of 13 cents per hour. Thus an hour-long international call would require 1384.6 hours of work at the detention wage.

Table 1: International Rates in NJ Immigration Detention Facilities Compared With Proposed Rates

Facility Operator & Capacity	Current Cost of a 15 Minute Call	Cost of a 15 Minute Call under Proposed Rate Cap
<i>Bergen-1259</i> Capacity for 195 detainees in ICE custody	\$19.80	\$2.40
<i>Essex-2434</i> Capacity for 800 detainees in ICE custody	\$17.85	\$2.40
<i>Hudson⁹-2080</i> Capacity for 450 detainees in ICE custody	\$45.00	\$2.40
<i>Delaney Hall (private facility contracted with Essex County)</i> Capacity for 450 detainees in ICE custody	\$3.75 ¹⁰	\$2.40
<i>Elizabeth Detention Center (private facility contracted with ICE)</i> Capacity for 300 detainees in ICE custody	\$2.25 (to landlines) \$5.25 (to mobile phones)	\$2.40

II. Applying a Rate Cap to International Calls, Especially For ICE Detention Facilities

To alleviate the burden of unreasonably high international phone rates on immigrant detainees and promote uniformity, the FCC should apply a rate cap of 16 cents per minute for international calls in all correctional facilities, or at minimum in any public or

⁹ Hudson County provides international phone service through phone cards sold by GTL. Some detainees have reported lower rates for calls to certain countries.

¹⁰ Delaney Hall has an “initial charge” of 25 cents and an “additional charge per additional minute” of 25 cents. We are uncertain if the initial charge refers to the charge for the first minute or whether it is a separate initial fee. Here we use the lower rate, assuming the initial charge to refer to the first minute of calling, with the additional charge to refer to all additional minutes after the first minute.

private facility used to detain individuals pursuant to any agreement, contract or subcontract with the Department of Homeland Security (DHS) and/or operated by DHS. The rates in place at certain ICE detention facilities, if commissions were not used to inflate the rates, demonstrate that it is feasible to offer rates far lower than those being offered at many facilities. ICE itself has acknowledged the importance of ensuring low-cost phone services to immigrant detainees and has stressed its policy that "all detention facilities provide reasonable and equitable access for reasonably priced telephone services" and that those prices should be "based on rates and surcharges comparable to those charged to the general public."¹¹ To achieve the goal of providing equitable and reasonable rates in facilities holding ICE detainees, the FCC must apply a cap that is cost-based and on par with the 16 cent rate being offered by Global Tel*Link in Delaney Hall when one discounts for non-cost-based rate inflators like commissions.

Notably, adopting a lower rate across all facilities may result in an increase in call volume given how exorbitantly high the rates are in some facilities.¹² For similar reasons, given how central international calling is to ICE detainees, the FCC's decisions surrounding the regulation of international calls in facilities holding ICE detainees should not depend on current call volume, which may be influenced by current prohibitive rates. ICE has indicated that "[s]ince the [detainee telephone service] contract was awarded, the number of calls per detainee and minutes per detainee has increased substantially."¹³ Yet most facilities in New Jersey do not use the ICE telephone service provider and charge much higher rates.¹⁴

As Table 1 above illustrates, immigrant detainees face arbitrary discrepancies in the rates they must pay for international calling depending on the detention facility where they happen to be placed. Applying a rate cap of 16 cents per minute for international calls would provide significant relief to immigrant detainees in various New Jersey facilities

¹¹ Federal Communications Commission, Transcript of Workshop on Further Reform of Inmate Calling Services, Statement of Kevin Landy, Assistant Director, Office of Detention Policy and Planning, U.S. Immigration and Customs Enforcement, at 195:8-11, 12-17 (July 9, 2014), located at https://apps.fcc.gov/edocs_public/attachmatch/DOC-328596A1.pdf

¹² There does not appear to be either a practice of or justification for providing different international rates based on the size of a particular facility. However, to the extent that the FCC is considering adopting a tiered structure for international calling based on the tiers it adopted for domestic calling in its recent Order, we would ask the FCC to reconsider its classification of all immigration detention facilities as "jails" as opposed to "prisons," and avoid setting higher rate caps based on population size. While most facilities holding immigrants in New Jersey are affiliated with county jails, Elizabeth Detention Center operates as a private immigration prison, contracted with Correctional Corporation of America. Considered a smaller "jail" under the recent FCC order, it is subject to a high domestic rate cap of 22 cents due to its classification, even though it currently contracts to offers domestic calls at 10 cents per minute through the arrangement that Immigration and Customs Enforcement has worked out with Talton Communications. It is therefore not clear that a tiered structure is necessary in this context, and even "small" facilities are able to contract for more reasonable rates than what the tiers might suggest. We would therefore urge the FCC not to adopt tiered classifications to permit higher caps for international calling, but to instead ensure greater uniformity and protection across all facilities by setting a 16 cent rate cap for all facilities.

¹³ *Id.* at 193:13-16.

¹⁴ As noted above, in New Jersey, currently only Elizabeth Detention Center uses the ICE telephone contract through Talton Communications, which includes higher rates for mobile calls than what we propose in these comments. .

and their families. For example, in Essex County Jail, a fifteen-minute international call to a landline would go down from the current rate of \$17.85 to a rate of \$2.40, a difference of \$15.45. In Bergen County, a 15-minute landline call would decrease by \$17.40 from the current rate of \$19.80.

Adopting our recommended international rate caps would significantly decrease phone rates in New Jersey immigration detention facilities, which would provide much needed relief to immigrant detainees who already face substantial barriers to justice by being forced to confront the American legal system with no right to counsel.

Conclusion

NJAID, IRC, and ACLU-NJ commend the Commission's adoption of the Order providing fair phone rates so that families no longer have to pay unreasonable rates for instate and interstate calls. Unfortunately, some families continue to pay arbitrary and exorbitant rates to make international calls in order to maintain contact and/or prepare their own immigration cases. Counties within New Jersey vary widely in how much they charge for the same international call and offer rates substantially higher than the two private New Jersey detention facilities, which themselves could be offering lower rates. This haphazard pricing scheme demonstrates that without comprehensive regulation, bad actors will continue to place profits over the needs of families and the community as a whole. We urge the FCC to regulate international calling in facilities holding ICE detainees by setting a rate cap of 16 cents per minute for international calling that is cost-based, reasonable, and promotes uniformity.

GLOBAL TEL*LINK CORPORATION

12021 Sunset Hills Road, Ste. 100
Reston, Virginia 20190
Tel. 703-955-3915
Fax 703-435-0980
Web <http://www.globaltellink.com>

INMATE TELEPHONE SERVICE AGREEMENT

This Inmate Telephone Service Agreement ("Agreement") is made by and between Global Tel*Link Corporation, having its principal place of business at 2609 Cameron Street, Mobile, Alabama 36607 ("Company") and Community Education Centers, Inc., with an address at 35 Fairfield Place, West Caldwell, NJ 07006 ("Premise Provider").

1. Term. This Agreement shall be in effect for five (5) years, commencing on February 1, 2011. Commission calculations shall begin as of the first date of documented operation and first call completion. Renewals will occur upon agreement of both parties. Either party may terminate the contract upon providing 60 days notice regardless of cause.

2. Equipment. This Agreement applies to the installation, management, operation and maintenance of inmate telephones, enclosures, and related equipment furnished by the Company as listed on Exhibit A at the time of execution of the Agreement or during the term of this Agreement, whether existing, newly installed or renovated, located at: 35 Fairfield Place, West Caldwell, NJ 07006 (Facility) and all other facilities under the control of Premise Provider.

The term "Equipment" is defined herein as the inmate telephone set(s) and related equipment, including but not limited to guard posts, concrete pads, mast poles, and site preparation. Where guard posts, concrete pads, enclosures, pedestals, bumper pads, or other property of the Company are installed upon the premises owned or controlled by Premise Provider or any of its agencies or affiliates, such property shall remain in all respects that of the Company. The Company reserves the right to remove or relocate equipment which is subjected to recurring vandalism or insufficient traffic and/or revenue to warrant the continuation of service. The Company shall not exercise such a right of removal or relocation unreasonably. The Company will notify the Premise Provider in writing of its intention to remove or relocate prior to such action. Upon removal of equipment by the Company, the Company shall restore said premise to its original condition, ordinary wear and tear excepted. The Premise Provider may not make alterations or attachments to the Equipment provided under this agreement, unless otherwise mutually agreed upon by all parties.

3. Services. At no cost to the Premise Provider, the Company shall provide all management services necessary to implement this Agreement; and shall be responsible for furnishing, installing, repairing and servicing the Equipment; the establishment (if and to the extent required by the Company) and compliance with all tariffs and all rules, regulations, orders and policies of federal and state regulatory authorities applicable to the payphone and automated operator services provided by the Company; the establishment and maintenance of all billing and payment arrangements with the local and interexchange carriers; the processing of all telephone call records; the performance (alone or through others) of all validation, billing, outclearing and collection services; and the handling of all billing and other inquiries, fraud control, and all other services essential to the performance

of the Company's obligations under this Agreement. The Company reserves the right to control unbillables, bad debt and fraud.

4. Compensation. Remuneration shall be thirty-seven percent (37%) of the gross revenue billed or prepaid for all phones covered by this Agreement. Gross Revenue shall mean all revenue generated by every completed call that is accepted by an end user and billed via a local exchange carrier or prepaid to Company. Gross revenue on which monthly commission will be paid does not include: (i) taxes and tax-related surcharges; (ii) credits; (iii) account transaction fees; and (iv) any amount Company collects for, or pays to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by Company in connection with such programs. Payments shall be paid monthly. All commission payments shall be considered final and binding upon the Premise Provider unless written objection is received by the Company in accordance with Section 10 within sixty (60) days of receipt of commission payment by the Premise Provider. Premise Provider shall be entitled to a one-time payment of \$70,000, payable by Company as a signing bonus.

The parties agree to review the contract on an annual basis, and if the call volume and revenue increases or decreases by 20% from the time of contract execution or the preceding year, then the parties mutually agree to negotiate an adjusted commission rate.

5. Rates. The telephone rate structure and surcharge rates shall not exceed the maximum rates as authorized by the state's telecommunication regulatory authority and the Federal Communications Commission (FCC). Any rate changes mandated by the state/local regulatory authority and/or the FCC which adversely affect this Agreement shall entitle the Company to, at its option, renegotiate or cancel this Agreement in accordance with Paragraph 18 below.

6. Records & Confidentiality. The Company shall maintain records sufficient to permit proper determination of funds due the Premise Provider. Such records shall be made available to the Premise Provider for review upon request.

From the date this Agreement is signed by both parties until three (3) years after the expiration or earlier termination of the Agreement, the parties shall keep confidential the terms of this Agreement and of the response of Company to any request for proposal that led to this Agreement. Each party shall also keep confidential any information it learns about the other's business or operations during its performance under this Agreement. The parties may make disclosures to employees, shareholders, agents, attorneys and accountants (collectively, "Agents") as required to perform their obligations hereunder, provided, however, that the parties shall cause all Agents to honor the provisions of this Section. The parties may also make disclosures as required by law as long as, before any disclosure, the party subject to the disclosure requirement promptly notifies the other party of the requirement and allows the other party the opportunity to oppose the disclosure. Neither party will be obligated to keep confidential the other's information to the extent it was known to that party prior to the date of this Agreement without any obligation or request for confidentiality, is or becomes publicly known through no wrongful act of the party, is rightfully received from a third party who has no confidentiality obligation with respect to the information, or is developed independently by the party (and this can be verified).

The revenue payment and reporting cycle will be a maximum of 45 days following the end of the previous month. Both summary and detail reports will be provided. The original

reports and payment will be mailed directly to the Premise Provider. The following information will be provided for each location by telephone number:

- Total Calls
- Total minutes of use
- Type of call
- Total usage revenue

7. Further Assurances. During the term of this Agreement, including any renewal period(s), Premise Provider agrees to:

- (a) Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to the Company.
- (b) Provide, at its expense, necessary power and power source, and provide suitable space, accessible to the users.
- (c) Permit reasonable access to its respective facilities without charge or prejudice to Company employees or representatives, patrons, or consignees.
- (d) Premise Provider represents and warrants that it has legal authority to enter into this Agreement and to make all decisions concerning the providing of space and the installation and use of the Equipment at the Facility; and agrees that during the term of this Agreement, including any renewal period(s), the Company shall have the exclusive right to provide inmate and/or payphone service at the Facility provided, however, that the Company may choose not to exercise this exclusive right.
- (e) During the term of this agreement, Premise Provider agrees it will not allow other pay telephones or inmate telephones to either remain or be installed at the Alabama Therapeutic Educational Facility. This is to include any additional inmate telephones required to facilitate Premise Provider's expansion at its present or future location(s) during the term of this Agreement and any extensions of this Agreement.
- (f) Stipulate that Company has no responsibility to advise Premise Provider with respect to any applicable law, regulation, or guideline that may govern or control telephone call recordation or monitoring by Premise Provider, or compliance therewith. Premise Provider has its own legal counsel to advise it concerning any and all such applicable law, regulation, or guideline, and compliance therewith. Company disclaims any responsibility to provide, and in fact has not provided, Premise Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Premise Provider agrees to indemnify, defend, and hold Company harmless from any liability, claims, suits, proceedings, damages, costs, and expenses (including attorney's fees) relating to any claims made against Company by any person arising out of failure of Premise Provider to comply with such applicable law, regulation or guideline.
- (g) Acknowledge that all call detail records (CDRs) and call recordings contained in the inmate telephone system equipment provided by Company to Premise Provider are the exclusive property of the Premise Provider for the term of this Agreement and any resulting extensions of this Agreement.

8. Title. Title to Equipment hereunder shall be and at all times remain in the Company.

9. Relocation. Equipment shall not be disconnected or moved by Premise Provider from the location in which it is installed. By agreement of all parties, installed Equipment may be relocated by the Company.

10. Notices. Any notice, demand, request, approval or other communication (a "notice") which, under the terms of this Agreement or by law, must or may be given by either party, must be in writing, and must be given by personally delivering or mailing the same by registered or certified mail, return receipt requested, to the respective parties as follows:

To Company:

Global Tel*Link Corporation

12021 Sunset Hills Road

Suite 100

Reston, Virginia 20190

Phone: (703) 955-3915

Fax: (703) 435-0980

ATTN: Legal Department

To Premise Provider:

Community Education Centers, Intl

35 Fairfield Place

West Caldwell, NJ 07006

Phone:

Fax:

ATTN: Mike Pelletier

11. Governing Law. The construction, interpretation and performance of this agreement and all transactions under it shall be governed by the domestic laws of the State of Alabama.

12. Indemnification & Consequential Damages. Each party shall indemnify the other from any loss, cost, damage, expense, or liability arising out of the performance of this Agreement and caused, in whole or in part, by the acts or omissions, negligence or fault, of the indemnifying party, except to the extent such loss, cost, damage, expense, or liability arises from the acts of omissions, negligence or fault of the other party; provided, however, that the Company shall not be liable for interruption of telephone service from any cause.

Neither party hereunder shall be liable to the other for any consequential or indirect loss, including but not limited to loss of profits, telephone or business interruption, howsoever caused and even if due to the negligence, breach of contract or other fault of the respective parties. Company's liability under this Contract shall in no event exceed the total Contract value or \$500,000, whichever is lesser.

13. Risk of Loss. The Company and its insurers, if any, shall relieve Premise Provider of all risks of loss or damage to the Equipment during the periods of transportation, installation and operation of the Equipment. However, Premise Provider shall be responsible for loss or damage to Equipment in its possession caused by fault or negligence of Premise Provider or its employees.

14. Default. In the event any party shall be in breach or default of any terms, conditions, or covenants of this agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof to any party by the other,

then in addition to all other rights and remedies of law or equity or otherwise, the offended party shall have the right to cancel this agreement without charge of liability.

15. Assignment. This agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns, including any new administration or head of Premise Provider; provided, however, that neither party shall assign this Agreement or any interest herein without the other's prior written consent, except that the Company shall have the right to assign this Agreement or any interest herein at any time to any parent, successor, subsidiary, or affiliate of the Company without the consent of the Premise Provider.

16. Independent Contractor. The Company acknowledges that it is an independent contractor and that nothing contained in this Agreement or the relationship of the parties is intended to or shall create a partnership or joint venture or agency relationship of any kind between the parties. This agreement shall not be constructed as a contract of agency or employment. Company shall be solely responsible and liable for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and other payroll taxes relating to Company's employees including contribution from such persons, when required by law.

17. Insurance. The company shall provide evidence of workers' compensation and professional liability insurance upon the execution of this agreement.

18. Solicitation. The Premise Provider acknowledges that no officer or employee of the Company has been employed, induced, or directed by Premise Provider to solicit or secure this agreement with the Company upon agreement, offer, understanding, or implication involving any form of remuneration whatsoever. Premise Provider agrees, in the event of an allegation of substance (the determination of which will be solely made by the Company) that there has been a violation hereof, Premise Provider will cooperate in every reasonable manner with the Company in establishing whether the allegation is true. Notwithstanding any provisions of this agreement to the contrary, if a violation of this provision is found to have occurred and is deemed material by the Company, the Company may terminate this agreement.

19. Force Majeure. Neither party to this Agreement shall be responsible or liable to the other for delays or inability to act or perform their obligations under this contract due to circumstances, events or acts of others beyond their reasonable control, including, but not limited to, acts of God, fire, flood, storm, hurricane, tornado, theft of equipment, or changes in regulatory rules or regulations affecting the ability of either party to reasonably carry out its obligations under this Agreement. It is agreed and understood that this Agreement will be subject to termination by either party upon sixty (60) days notice to the other should there be imposed upon Premise Provider or Company any rule or regulation by any state, federal or local regulatory agency which would substantially adversely affect the operation of the equipment or service provided hereunder.

20. Dispute Resolution. Premise Provider and Company agree that any disputes or claims arising under this Agreement shall be resolved through alternative dispute resolution means in the following manner:

- (a) Initially, the parties shall engage in non-binding mediation. Mediation shall be held in Reston, Virginia, USA. The mediator shall be jointly appointed by the parties and shall have expertise in commercial dispute resolution.

(b) In the event the dispute or claim is not satisfactorily resolved through mediation within ninety (90) days of notice of such claim or dispute by a party, the parties agree to submit such dispute or claim to binding arbitration. Arbitration shall be held in Reston, Virginia, USA. If Premise Provider is a foreign (non-US) corporation and delivery of the goods under this agreement is to a foreign (non-US) destination, then the commercial arbitration rules of the International Chamber of Commerce shall apply. In all other instances the commercial arbitration rules of the American Arbitration Association shall apply. Any judgment, decision or award by the arbitrators shall be final and binding on the parties and may be enforced in any court having jurisdiction over a party against whom any such judgment, decision or award is to be enforced. The parties specifically and knowingly waive any rights under State or Federal constitutions or statutes which grant a party the right to trial by jury for any claims that might arise under this agreement or which purports to give a party the right to appeal an arbitrator's judgment, decision or award.

(c) The parties shall bear their own costs and expenses (including attorney's fees) for any mediation or arbitration, unless otherwise directed by the mediator or arbitrator.

21. Survival. Upon the expiration or earlier termination of the term of this Agreement, the parties shall have no further obligations to each other, except as specifically provided in a written agreement, duly executed by the parties. Notwithstanding the foregoing, Sections 7(f), 8, 9, 11, and 12 shall survive the expiration or earlier termination of this Agreement, and neither party will be released from any liability arising from any breach or violation by that party of the terms of this Agreement prior to the expiration or termination.

22. Entire Agreement. This Agreement constitutes the entire agreement between the Premise Provider and the Company and supersedes all other agreements between the parties pertaining to the subject matter hereof.

23. Amendment. No course of dealing between the parties, their employees, agents or representatives, shall vary any of the terms hereof. This Agreement may be modified, amended, or supplemented only by a written agreement executed by the parties.

24. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract.

[Signature Page Follows]

IN WITNESS WHEREOF, the foregoing Agreement has been executed by the parties hereto, this 25th day of ~~December~~, 2010.
May

Company

Global Tel*Link Corporation

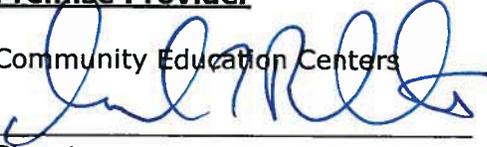


Signature

Name: Jeffrey B. Haidinger
Title: President, Services

Premise Provider

Community Education Centers



Signature

Name: *Michael C. Pelletier*
Title: *S.V.P.*

Exhibit A

Facility Name and Address:

Facility Name	Address	City
Bo Robinson	377 Enterprise Ave	Trenton, NJ
Talbot Hall	100-140 Lincoln Highway	Kearny, NJ
Tully House	28 Peerless Place	Newark, NJ
The Harbor	312 Frelinghuysen Ave	Newark, NJ
Coleman Hall	3950 D. Street	Philadelphia, PA
Delaney Hall	479 Doremus Ave	Newark, NJ
Logan Hall	20 Toler Place	Newark, NJ

Actual on-site equipment:

The installation of software and/or hardware on Company provided Equipment is not approved. System conditions can change and become unstable with the addition of software other than that installed by the Company. The Company does not warranty, troubleshoot, or maintain any system that contains software installed by a third party. The Company assumes no liability for any data stored on the Equipment which is not directly related to the Services provided under this Agreement.

Company also does not furnish, maintain or provide consumables for peripheral equipment associated with the Inmate Telephone System. Consumables consist of items such as printer paper, cassette tapes, compact disks, etc.

List of On Site Equipment

- Existing ICM at Each Facility – Current Software Upgrades
- ICM Segregation at Delaney Hall to Accommodate ICE Inmate Population

Inmate Telephone Sets per Facility

- Bo Robinson – 36 Phones
- Talbot Hall – 68 Phones
- Tully House – 32 Phones
- The Harbor – 36 Phones
- Coleman Hall – 53 Phones
- Delaney Hall – 94 Phones
- Logan Hall – 70 Phones

12021 Sunset Hills Road, Ste. 100
Reston, Virginia 20190
Tel. 703-955-3915
Fax 703-435-0980
Web <http://www.globaltellink.com>

LETTER OF AGENCY

DATE: _____

TO WHOM IT MAY CONCERN:

WE HAVE ENTERED INTO AN AGREEMENT WITH **GLOBAL TEL*LINK CORP.**, PRIVATE PAY PHONE VENDOR, TO ACT AS OUR COMMUNICATIONS REPRESENTATIVE WITH:

_____ (LOCAL EXCHANGE CARRIER)

FOR OUR TELECOMMUNICATIONS SERVICE LOCATED AT (EXACT ADDRESS(ES) OF JAIL FACILITY(IES):

UNDER THE TERMS OF THIS AGREEMENT AND BY THIS LETTER, WE DO HEREBY AUTHORIZE **GLOBAL TEL*LINK CORP.** TO DO THE FOLLOWING:

(X) REQUEST DISCONNECTION OF EXISTING COIN/INMATE TELEPHONES

(X) INSTALL PHONES ON THEIR OWN BEHALF

THIS AUTHORIZATION DOES NOT PRECLUDE OUR ABILITY TO ACT IN OUR OWN BEHALF WHEN WE DEEM NECESSARY.



AUTHORIZED SIGNATURE

Michael Pelletier

PRINTED NAME

S.U.P.

TITLE

973-575-3925

BUSINESS TELEPHONE

Site	CallType	RateType	InitCharge	Add Charge per additional minute
ICE Delaney (20245)	Collect	Local	0.15	0.15
ICE Delaney (20245)	Collect	IntraLata	0.15	0.15
ICE Delaney (20245)	Collect	InterLata	0.15	0.15
ICE Delaney (20245)	Collect	InterState	0.15	0.15
ICE Delaney (20245)	Collect	Canada	0.15	0.15

Site	CallType	RateType	InitCharge	Add Charge per additional minute
ICE Delaney (20245)	Prepaid	Local	0.15	0.15
ICE Delaney (20245)	Prepaid	IntraLata	0.15	0.15
ICE Delaney (20245)	Prepaid	InterLata	0.15	0.15
ICE Delaney (20245)	Prepaid	InterState	0.15	0.15
ICE Delaney (20245)	Prepaid	Canada	0.15	0.15

Site	CallType	RateType	InitCharge	Add Charge per additional minute
ICE Delaney (20245)	Debit	Local	0.1	0.1
ICE Delaney (20245)	Debit	IntraLata	0.1	0.1
ICE Delaney (20245)	Debit	InterLata	0.1	0.1
ICE Delaney (20245)	Debit	InterState	0.1	0.1
ICE Delaney (20245)	Debit	Canada	0.1	0.1
ICE Delaney (20245)	Debit	Afghanistan	0.25	0.25
ICE Delaney (20245)	Debit	Albania	0.25	0.25
ICE Delaney (20245)	Debit	Algeria	0.25	0.25
ICE Delaney (20245)	Debit	American Samoa	0.25	0.25
ICE Delaney (20245)	Debit	Andorra	0.25	0.25
ICE Delaney (20245)	Debit	Angola	0.25	0.25
ICE Delaney (20245)	Debit	Anguilla	0.25	0.25
ICE Delaney (20245)	Debit	Antartica and Norfolk Island	0.25	0.25
ICE Delaney (20245)	Debit	Antigua and Barbuda	0.25	0.25
ICE Delaney (20245)	Debit	Argentina	0.25	0.25
ICE Delaney (20245)	Debit	Armenia	0.25	0.25
ICE Delaney (20245)	Debit	Aruba	0.25	0.25
ICE Delaney (20245)	Debit	Ascension	0.25	0.25
ICE Delaney (20245)	Debit	Australia	0.25	0.25
ICE Delaney (20245)	Debit	Austria	0.25	0.25
ICE Delaney (20245)	Debit	Azerbaijan	0.25	0.25
ICE Delaney (20245)	Debit	Bahamas	0.25	0.25
ICE Delaney (20245)	Debit	Bahrain	0.25	0.25
ICE Delaney (20245)	Debit	Bangladesh	0.25	0.25
ICE Delaney (20245)	Debit	Barbados	0.25	0.25
ICE Delaney (20245)	Debit	Belarus	0.25	0.25
ICE Delaney (20245)	Debit	Belgium	0.25	0.25
ICE Delaney (20245)	Debit	Belize	0.25	0.25
ICE Delaney (20245)	Debit	Benin	0.25	0.25

ICE Delaney (20245)	Debit	Bermuda	0.25	0.25
ICE Delaney (20245)	Debit	Bhutan	0.25	0.25
ICE Delaney (20245)	Debit	Bolivia	0.25	0.25
ICE Delaney (20245)	Debit	Bosnia & Herzegovina	0.25	0.25
ICE Delaney (20245)	Debit	Botswana	0.25	0.25
ICE Delaney (20245)	Debit	Brazil	0.25	0.25
ICE Delaney (20245)	Debit	British Virgin Islands	0.25	0.25
ICE Delaney (20245)	Debit	Brunei Darussalam	0.25	0.25
ICE Delaney (20245)	Debit	Bulgaria	0.25	0.25
ICE Delaney (20245)	Debit	Burkina Faso	0.25	0.25
ICE Delaney (20245)	Debit	Burundi	0.25	0.25
ICE Delaney (20245)	Debit	Cambodia	0.25	0.25
ICE Delaney (20245)	Debit	Cameroon	0.25	0.25
ICE Delaney (20245)	Debit	Cape Verde Islands	0.25	0.25
ICE Delaney (20245)	Debit	Cayman Islands	0.25	0.25
ICE Delaney (20245)	Debit	Central African Republic	0.25	0.25
ICE Delaney (20245)	Debit	Chad	0.25	0.25
ICE Delaney (20245)	Debit	Chile	0.25	0.25
ICE Delaney (20245)	Debit	China (PRC)	0.25	0.25
ICE Delaney (20245)	Debit	Colombia	0.25	0.25
ICE Delaney (20245)	Debit	Congo	0.25	0.25
ICE Delaney (20245)	Debit	Cook Islands	0.25	0.25
ICE Delaney (20245)	Debit	Costa Rica	0.25	0.25
ICE Delaney (20245)	Debit	Croatia	0.25	0.25
ICE Delaney (20245)	Debit	Cuba	0.25	0.25
ICE Delaney (20245)	Debit	Cyprus	0.25	0.25
ICE Delaney (20245)	Debit	Czech Republic	0.25	0.25
ICE Delaney (20245)	Debit	Denmark	0.25	0.25
ICE Delaney (20245)	Debit	Diego Garcia	0.25	0.25
ICE Delaney (20245)	Debit	Djibouti	0.25	0.25
ICE Delaney (20245)	Debit	Dominica	0.25	0.25
ICE Delaney (20245)	Debit	Dominican Republic	0.25	0.25
ICE Delaney (20245)	Debit	Ecuador	0.25	0.25
ICE Delaney (20245)	Debit	Egypt	0.25	0.25
ICE Delaney (20245)	Debit	El Salvador	0.25	0.25
ICE Delaney (20245)	Debit	Equatorial Guinea	0.25	0.25
ICE Delaney (20245)	Debit	Eritrea	0.25	0.25
ICE Delaney (20245)	Debit	Estonia	0.25	0.25
ICE Delaney (20245)	Debit	Ethiopia	0.25	0.25
ICE Delaney (20245)	Debit	Faroe Islands	0.25	0.25
ICE Delaney (20245)	Debit	Falkland Islands (Malvinas)	0.25	0.25
ICE Delaney (20245)	Debit	Fiji Islands	0.25	0.25
ICE Delaney (20245)	Debit	Finland	0.25	0.25
ICE Delaney (20245)	Debit	France	0.25	0.25
ICE Delaney (20245)	Debit	French Guiana	0.25	0.25
ICE Delaney (20245)	Debit	French Polynesia	0.25	0.25
ICE Delaney (20245)	Debit	Gabonese Republic	0.25	0.25

ICE Delaney (20245)	Debit	Gambia	0.25	0.25
ICE Delaney (20245)	Debit	Georgia	0.25	0.25
ICE Delaney (20245)	Debit	Germany	0.25	0.25
ICE Delaney (20245)	Debit	Ghana	0.25	0.25
ICE Delaney (20245)	Debit	Gibraltar	0.25	0.25
ICE Delaney (20245)	Debit	Greece	0.25	0.25
ICE Delaney (20245)	Debit	Greenland	0.25	0.25
ICE Delaney (20245)	Debit	Grenada	0.25	0.25
ICE Delaney (20245)	Debit	Guadeloupe	0.25	0.25
ICE Delaney (20245)	Debit	Guam	0.25	0.25
ICE Delaney (20245)	Debit	Guantanamo Bay	0.25	0.25
ICE Delaney (20245)	Debit	Guatemala	0.25	0.25
ICE Delaney (20245)	Debit	Guinea	0.25	0.25
ICE Delaney (20245)	Debit	Guinea-Bissau	0.25	0.25
ICE Delaney (20245)	Debit	Guyana	0.25	0.25
ICE Delaney (20245)	Debit	Haiti	0.25	0.25
ICE Delaney (20245)	Debit	Honduras	0.25	0.25
ICE Delaney (20245)	Debit	Hong Kong	0.25	0.25
ICE Delaney (20245)	Debit	Hungary	0.25	0.25
ICE Delaney (20245)	Debit	Iceland	0.25	0.25
ICE Delaney (20245)	Debit	India	0.25	0.25
ICE Delaney (20245)	Debit	Indonesia	0.25	0.25
ICE Delaney (20245)	Debit	Iran	0.25	0.25
ICE Delaney (20245)	Debit	Iraq	0.25	0.25
ICE Delaney (20245)	Debit	Ireland	0.25	0.25
ICE Delaney (20245)	Debit	Israel	0.25	0.25
ICE Delaney (20245)	Debit	Italy	0.25	0.25
ICE Delaney (20245)	Debit	Ivory Coast	0.25	0.25
ICE Delaney (20245)	Debit	Jamaica	0.25	0.25
ICE Delaney (20245)	Debit	Japan	0.25	0.25
ICE Delaney (20245)	Debit	Jordan	0.25	0.25
ICE Delaney (20245)	Debit	Kenya	0.25	0.25
ICE Delaney (20245)	Debit	Kiribati	0.25	0.25
ICE Delaney (20245)	Debit	Kuwait	0.25	0.25
ICE Delaney (20245)	Debit	Kyrgyz	0.25	0.25
ICE Delaney (20245)	Debit	Laos	0.25	0.25
ICE Delaney (20245)	Debit	Latvia	0.25	0.25
ICE Delaney (20245)	Debit	Lebanon	0.25	0.25
ICE Delaney (20245)	Debit	Lesotho	0.25	0.25
ICE Delaney (20245)	Debit	Liberia	0.25	0.25
ICE Delaney (20245)	Debit	Libya	0.25	0.25
ICE Delaney (20245)	Debit	Liechtenstein	0.25	0.25
ICE Delaney (20245)	Debit	Lithuania	0.25	0.25
ICE Delaney (20245)	Debit	Luxembourg	0.25	0.25
ICE Delaney (20245)	Debit	Macau	0.25	0.25
ICE Delaney (20245)	Debit	Macedonia	0.25	0.25
ICE Delaney (20245)	Debit	Madagascar	0.25	0.25

ICE Delaney (20245)	Debit	Malawi	0.25	0.25
ICE Delaney (20245)	Debit	Malaysia	0.25	0.25
ICE Delaney (20245)	Debit	Maldives	0.25	0.25
ICE Delaney (20245)	Debit	Mali Republic	0.25	0.25
ICE Delaney (20245)	Debit	Malta	0.25	0.25
ICE Delaney (20245)	Debit	Northern Mariana Islands	0.25	0.25
ICE Delaney (20245)	Debit	Marshall Islands	0.25	0.25
ICE Delaney (20245)	Debit	Martinique/French Antilles	0.25	0.25
ICE Delaney (20245)	Debit	Mauritania	0.25	0.25
ICE Delaney (20245)	Debit	Mauritius	0.25	0.25
ICE Delaney (20245)	Debit	Mayotte Island/Comoros	0.25	0.25
ICE Delaney (20245)	Debit	Mexico	0.25	0.25
ICE Delaney (20245)	Debit	Micronesia	0.25	0.25
ICE Delaney (20245)	Debit	Moldova	0.25	0.25
ICE Delaney (20245)	Debit	Monaco	0.25	0.25
ICE Delaney (20245)	Debit	Mongolia	0.25	0.25
ICE Delaney (20245)	Debit	Montserrat	0.25	0.25
ICE Delaney (20245)	Debit	Morocco	0.25	0.25
ICE Delaney (20245)	Debit	Mozambique	0.25	0.25
ICE Delaney (20245)	Debit	Myanmar	0.25	0.25
ICE Delaney (20245)	Debit	Namibia	0.25	0.25
ICE Delaney (20245)	Debit	Nauru	0.25	0.25
ICE Delaney (20245)	Debit	Nepal	0.25	0.25
ICE Delaney (20245)	Debit	Netherlands	0.25	0.25
ICE Delaney (20245)	Debit	Netherlands Antilles	0.25	0.25
ICE Delaney (20245)	Debit	New Caledonia	0.25	0.25
ICE Delaney (20245)	Debit	New Zealand	0.25	0.25
ICE Delaney (20245)	Debit	Nicaragua	0.25	0.25
ICE Delaney (20245)	Debit	Niger	0.25	0.25
ICE Delaney (20245)	Debit	Nigeria	0.25	0.25
ICE Delaney (20245)	Debit	Niue Island	0.25	0.25
ICE Delaney (20245)	Debit	Korea (North)	0.25	0.25
ICE Delaney (20245)	Debit	Norway	0.25	0.25
ICE Delaney (20245)	Debit	Oman	0.25	0.25
ICE Delaney (20245)	Debit	Pakistan	0.25	0.25
ICE Delaney (20245)	Debit	Palau	0.25	0.25
ICE Delaney (20245)	Debit	Panama	0.25	0.25
ICE Delaney (20245)	Debit	Papua New Guinea	0.25	0.25
ICE Delaney (20245)	Debit	Paraguay	0.25	0.25
ICE Delaney (20245)	Debit	Peru	0.25	0.25
ICE Delaney (20245)	Debit	Philippines	0.25	0.25
ICE Delaney (20245)	Debit	Poland	0.25	0.25
ICE Delaney (20245)	Debit	Portugal	0.25	0.25
ICE Delaney (20245)	Debit	Puerto Rico	0.25	0.25
ICE Delaney (20245)	Debit	Puerto Rico2	0.25	0.25
ICE Delaney (20245)	Debit	Qatar	0.25	0.25
ICE Delaney (20245)	Debit	Reunion Island	0.25	0.25

ICE Delaney (20245)	Debit	Romania	0.25	0.25
ICE Delaney (20245)	Debit	Russia	0.25	0.25
ICE Delaney (20245)	Debit	Rwandese Republic	0.25	0.25
ICE Delaney (20245)	Debit	East Timor	0.25	0.25
ICE Delaney (20245)	Debit	San Marino	0.25	0.25
ICE Delaney (20245)	Debit	Sao Tome Principe	0.25	0.25
ICE Delaney (20245)	Debit	Saudi Arabia	0.25	0.25
ICE Delaney (20245)	Debit	Senegal	0.25	0.25
ICE Delaney (20245)	Debit	Seychelles Republic	0.25	0.25
ICE Delaney (20245)	Debit	Sierra Leone	0.25	0.25
ICE Delaney (20245)	Debit	Singapore	0.25	0.25
ICE Delaney (20245)	Debit	Slovak Republic	0.25	0.25
ICE Delaney (20245)	Debit	Slovenia	0.25	0.25
ICE Delaney (20245)	Debit	Solomon Islands	0.25	0.25
ICE Delaney (20245)	Debit	Somali Democratic Republic	0.25	0.25
ICE Delaney (20245)	Debit	South Africa	0.25	0.25
ICE Delaney (20245)	Debit	Korea (South)	0.25	0.25
ICE Delaney (20245)	Debit	Spain	0.25	0.25
ICE Delaney (20245)	Debit	Sri Lanka	0.25	0.25
ICE Delaney (20245)	Debit	St. Helena	0.25	0.25
ICE Delaney (20245)	Debit	St. Kitts/Nevis	0.25	0.25
ICE Delaney (20245)	Debit	St. Lucia	0.25	0.25
ICE Delaney (20245)	Debit	St. Pierre & Miquelon	0.25	0.25
ICE Delaney (20245)	Debit	St. Vincent & Grenadines	0.25	0.25
ICE Delaney (20245)	Debit	Sudan	0.25	0.25
ICE Delaney (20245)	Debit	Suriname	0.25	0.25
ICE Delaney (20245)	Debit	Swaziland	0.25	0.25
ICE Delaney (20245)	Debit	Sweden	0.25	0.25
ICE Delaney (20245)	Debit	Switzerland	0.25	0.25
ICE Delaney (20245)	Debit	Syria	0.25	0.25
ICE Delaney (20245)	Debit	Taiwan	0.25	0.25
ICE Delaney (20245)	Debit	Tajikistan	0.25	0.25
ICE Delaney (20245)	Debit	Tanzania	0.25	0.25
ICE Delaney (20245)	Debit	Thailand	0.25	0.25
ICE Delaney (20245)	Debit	Togolese Republic	0.25	0.25
ICE Delaney (20245)	Debit	Tonga Islands	0.25	0.25
ICE Delaney (20245)	Debit	Trinidad & Tobago	0.25	0.25
ICE Delaney (20245)	Debit	Tunisia	0.25	0.25
ICE Delaney (20245)	Debit	Turkey	0.25	0.25
ICE Delaney (20245)	Debit	Turkmenistan	0.25	0.25
ICE Delaney (20245)	Debit	Turks and Caicos Islands	0.25	0.25
ICE Delaney (20245)	Debit	Tuvalu	0.25	0.25
ICE Delaney (20245)	Debit	Uganda	0.25	0.25
ICE Delaney (20245)	Debit	Ukraine	0.25	0.25
ICE Delaney (20245)	Debit	United Arab Emirates	0.25	0.25
ICE Delaney (20245)	Debit	United Kingdom	0.25	0.25
ICE Delaney (20245)	Debit	Uruguay	0.25	0.25

ICE Delaney (20245)	Debit	US Virgin Islands	0.25	0.25
ICE Delaney (20245)	Debit	Uzbekistan	0.25	0.25
ICE Delaney (20245)	Debit	Vanuatu	0.25	0.25
ICE Delaney (20245)	Debit	Vatican City	0.25	0.25
ICE Delaney (20245)	Debit	Venezuela	0.25	0.25
ICE Delaney (20245)	Debit	Vietnam	0.25	0.25
ICE Delaney (20245)	Debit	Wallis and Futuna Islands	0.25	0.25
ICE Delaney (20245)	Debit	Western Samoa	0.25	0.25
ICE Delaney (20245)	Debit	Yemen	0.25	0.25
ICE Delaney (20245)	Debit	Serbia	0.25	0.25
ICE Delaney (20245)	Debit	Zaire	0.25	0.25
ICE Delaney (20245)	Debit	Zambia	0.25	0.25
ICE Delaney (20245)	Debit	Zimbabwe	0.25	0.25
ICE Delaney (20245)	Debit	Zanzibar	0.25	0.25
ICE Delaney (20245)	Debit	Palestinian Settlements	0.25	0.25
ICE Delaney (20245)	Debit	Tokelau	0.25	0.25
ICE Delaney (20245)	Debit	Montenegro	0.25	0.25