

TIM PARTICIPACOES SA
Form 6-K
March 28, 2012

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 6-K

Report of Foreign Private Issuer
Pursuant to Rule 13a-16 or 15d-16 of the
Securities Exchange Act of 1934

For the month of March, 2012
Commission File Number 001-14491

TIM PARTICIPAÇÕES S.A.
(Exact name of registrant as specified in its charter)

TIM PARTICIPAÇÕES S.A.
(Translation of Registrant's name into English)

Av. das Américas, 3434, Bloco 1, 7º andar Parte
22640-102 Rio de Janeiro, RJ, Brazil
(Address of principal executive office)

Indicate by check mark whether the registrant files or will file annual reports under cover Form 20-F or Form 40-F.
Form 20-F Form 40-F

Indicate by check mark whether the registrant by furnishing the information contained in this Form is also thereby
furnishing the information to the Commission pursuant to Rule 12g3-2(b) under the Securities Exchange Act of 1934.

Yes No

Fifth AMENDMENT

to the
COOPERATION AND SUPPORT AGREEMENT

Fifth Amendment to the Cooperation and Support Agreement

This Fifth Amendment to the Cooperation and Support Agreement (the “**Fifth Amendment**”) is made this ____ day of ____ 2012, by and between:

Telecom Italia S.p.A., an Italian corporation, with its head office located in the City of Milan, Italy, at Piazza Affari 2, 20123, registered with the Italian Register of Companies under number 00488410010 (hereinafter referred to as “TI”),

and

Tim Celular S.A., a corporation organized under the laws of the Federative Republic of Brazil, with its head office located in the City of São Paulo, State of São Paulo, at Avenida Giovanni Gronchi, no 7143, Brazil, registered with the National Register of Legal Entities (C.N.P.J.) under number 04.206.050/0001-80, (hereinafter referred to as “Tim Celular”), intelig telecomunicações ltda a corporation organized under the laws of the Federative Republic of Brazil, with its head office located in the city of Rio de Janeiro, State of Rio de Janeiro, at Praia de Botafogo, 370 registered with the National Register of Legal Entities (C.N.P.J.) under number 02.421.421/0001-11 (hereinafter referred to as “INTELIG”), Tim Fiber SP Ltda a corporation organized under the laws of the Federative Republic of Brazil, with its head office located in the city of São Paulo, State of São Paulo, at Avenida Alfredo Egídio de Souza Aranha, n. 100, Bloco B, 1o andar, Jardim Santo Antônio, registered with the National Register of Legal Entities (C.N.P.J.) under number 02.875.211/0001-01 (hereinafter referred to as “Tim Fiber SP”), and Tim Fiber RJ S.A. a corporation organized under the laws of the Federative Republic of Brazil, with its head office located in the city of Rio de Janeiro, State of Rio de Janeiro, at Avenida Marechal Floriano, no 19, 6o andar, Centro, registered with the National Register of Legal Entities (C.N.P.J.) under number 02.720.349/0001-23 (hereinafter referred to as “Tim Fiber RJ”);

and, as intervening party,

Tim Participações S.A., a corporation organized under the laws of the Federative Republic of Brazil, with its head office located in the City of Rio de Janeiro, State of Rio de Janeiro, at Avenida das Américas, no 3434, 7th floor, Brazil, registered with the National Register of Legal Entities – C.N.P.J. under number 02.558.115/0001-21, (“Tim Part”).

For the purposes hereof TI, TIM Celular, INTELIG, TIM Fiber SP, TIM Fiber RJ and TIM PART shall each individually be referred to as a “Party” and collectively be referred to as the “Parties”.

WHEREAS, TI, TIM CELULAR, TIM PART and TIM Nordeste S.A., as of the 30th of May 2007, executed the Cooperation and Support Agreement (the “**Cooperation and Support Agreement**”) for the provision of different kind of services and/or the granting of software licenses, by TI to TIM Celular and TIM Nordeste S.A., in the areas of *inter alia* Network, Information Technology and Marketing and Sales;

WHEREAS on the 8th April 2008, the 22nd April 2009, the 25th of May 2010, and the 6th of May 2011, TI, TIM CELULAR, TIM Nordeste S.A. (this latter only with respect to the First Amendment and the Second Amendment) and TIM Part, the latter as intervening party, entered into, respectively, a First Amendment, Second Amendment, Third Amendment and Fourth Amendment to the Cooperation and Support Agreement, whereby they agreed upon to extend the Term of the Agreement from its Initial Term until 2nd January 2012 and determined the Road Map applicable for the years 2008, 2009, 2010 and 2011;

WHEREAS, effective as of December 30, 2009, INTELIG became a wholly owned subsidiary of TIM PART and therefore a company indirectly controlled by TI;

WHEREAS effective as of December 31, 2009, TIM Nordeste S.A. has been merged into its direct controlling company TIM CELULAR;

WHEREAS, on October 31, 2011, TIM Celular acquired the full Control over TIM Fiber SP and TIM Fiber RJ, which became therefore companies indirectly controlled by TI;

WHEREAS according to the Fourth Amendment to the Cooperation and Support Agreement, the Term of the Agreement expired on the 2nd of January 2012;

WHEREAS, (i) TIM Celular is willing to continue availing of TI's support and expertise, being provided by TI with services support and license in some core areas of the telecommunication business also beyond the above mentioned expiration date, by further extending the term of the Cooperation and Support Agreement for an additional twelve months period and (ii) INTELIG, TIM Fiber SP and TIM Fiber RJ are willing to adhere to the Cooperation and Support Agreement, as amended herein, agreeing to be bound by terms and conditions thereof in order to receive from TI services and licenses based upon TI's successful expertise in the telecommunication sector;

WHEREAS the further extension of the Term of the Cooperation and Support Agreement contemplated herein, as well as the adherence of INTELIG, TIM Fiber SP and TIM Fiber RJ thereto, has been duly authorised by each Party's corporate bodies and competent officers, in compliance with the best corporate governance rules and practice to them applicable;

NOW, THEREFORE, the Parties hereto, in consideration of the foregoing premises which form an integral and substantial part of this instrument, agreed to execute this Fifth Amendment to the Cooperation and Support Agreement under the following terms and conditions.

1. Definitions and Interpretation.

1.1 The definitions contained in the Agreement and its Annexes shall apply to this Fifth Amendment (except where any term is specifically defined herein or the context otherwise requires).

1.2 This Fifth Amendment modifies the Agreement according to the terms and conditions set forth below. Except as expressly provided in this Fifth Amendment, no other term or condition set forth in the Cooperation and Support Agreement and its Annexes is modified, amended or altered by this Fifth Amendment, and nothing contained herein, unless expressly provided to the contrary, shall be deemed to be or constitute an amendment, modification, extension, supplement or novation of the Cooperation and Support Agreement and its Annexes.

1.3 Each reference in the Cooperation and Support Agreement or hereunder to "this Agreement", "hereunder", "hereof", "herein" or words of like import referring to the Cooperation and Support Agreement, shall mean and be a reference to the Agreement as amended pursuant to this Fifth Amendment.

1.4 Each reference in the Agreement to “Company” or “Companies” shall mean a reference, individually or collectively, as the case may be, to TIM Celular, INTELIG, TIM Fiber SP and TIM Fiber RJ.

1.5 Each reference in the Agreement to “Party” or “Parties” shall mean a reference, individually or collectively, as the case may be, to TI, TIM Celular, INTELIG, TIM Fiber SP and TIM Fiber RJ.

2. Amendment to the Agreement.

2.1 **Extension of the Term of the Agreement.** The Parties hereby agree to extend the Term of the Agreement, which expired on January 2, 2012, by establishing that the Agreement shall continue in full force and effect until **[January 2, 2013]** (the “**Extended Term**”).

2.2 **Project Price Cap for 2012.** The Parties agree to amend sub-section 5.1 of the Agreement setting forth that, during the Extended Term the Projects to be agreed upon between the Parties in connection with the Agreement shall not exceed the total amount of € [] (Euros) (the “**Projects’ Price Cap for the Extended Term**”).

2.3 **Road Map for the Extended Term.** Prior to the execution of this Fifth Amendment, the Companies have been provided by TI with a new Road Map which relates to the Extended Term, aiming at allowing the identification and evaluation of the possible Projects that the Companies may elect to pursue during the Extended Term. Such new Road Map for the Extended Term, has been further implemented in consultation between TI and the Companies and, by the execution of this Fifth Amendment, it is finally agreed between the Parties in the version which is enclosed hereto as Annex I (“**Road Map for the Extended Term**”). The Road Map for the Extended Term will be used for the purposes set out in Section 3.1.1 of the Agreement.

2.4 For the Extended Term agreed herein, each reference in the Agreement to the terms “Project Price Cap”, “Road Map”, “Term” and “Annex VII”, shall be intended as a reference made to “Project Price Cap for the Extended Term”, “Road Map for the Extended Term”, “Extended Term” and “Annex I”, respectively, as defined in this Fifth Amendment.

2.5 **Adherence to the Agreement.** By executing this Fifth Amendment, INTELIG, TIM Fiber SP and TIM Fiber RJ adhere to the Agreement as Parties thereto, irrevocably and unconditionally agreeing and undertaking to be directly bound by any and all terms and conditions of the Agreement.

2.6 The Parties acknowledge and agree that, for all that is not expressly provided in this Fifth Amendment to the contrary, the provisions contained in the Agreement shall remain in full force and effect and shall apply.

3. Governing Law.

This Fifth Amendment shall be governed by the laws of Italy. The provisions of Section 10 of the Agreement shall apply to this Amendment and are incorporated herein by reference, *mutatis mutandis*.

TELECOM ITALIA S.P.A.

By:

Title:

TIM CELULAR S.A.

By:

Title:

INTELIG TELECOMUNICAÇÕES LTDA

By:

Title:

TIM FIBER SP Ltda

By:

Title:

TIM FIBER RJ S.A.

By:

Title:

And, as intervening Party:

TIM PARTICIPAÇÕES S.A.

By:

Title:

Annex I

ROADMAP FOR THE EXTENDED TERM

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

TIM PARTICIPAÇÕES S.A.

Date: March 27, 2012

By: /s/ Rogério Tostes

Name: Rogério Tostes

Title: IRO

FORWARD-LOOKING STATEMENTS

This press release may contain forward-looking statements. These statements are statements that are not historical facts, and are based on management's current view and estimates of future economic circumstances, industry conditions, company performance and financial results. The words "anticipates", "believes", "estimates", "expects", "plans" and similar expressions, as they relate to the company, are intended to identify forward-looking statements. Statements regarding the declaration or payment of dividends, the implementation of principal operating and financing strategies and capital expenditure plans, the direction of future operations and the factors or trends affecting financial condition, liquidity or results of operations are examples of forward-looking statements. Such statements reflect the current views of management and are subject to a number of risks and uncertainties. There is no guarantee that the expected events, trends or results will actually occur. The statements are based on many assumptions and factors, including general economic and market conditions, industry conditions, and operating factors. Any changes in such assumptions or factors could cause actual results to differ materially from current expectations.
