



**A public consultation document  
on a draft rule  
specifying the acceptable form for  
reference interconnection offers**

Issued by NICTA, Port Moresby on 15 November 2011

## 1 SUMMARY

Under the National ICT Act, an operator licensee that supplies a declared service may (though is not required to) submit to NICTA for its approval a reference interconnection offer (RIO) setting out the terms and conditions under which the licensee will supply access seekers with the declared service in fulfilment of its non-discrimination obligations.

The Act envisages that NICTA will make rules specifying the acceptable form for such RIOs. NICTA has prepared a draft of such a rule and is now engaging in public consultation on that draft rule for the purposes of section 229 of the Act.

A copy of the draft rule is attached to this consultation paper. The rule includes (as an attachment to the rule) a draft RIO that reflects the acceptable form for RIOs. **The draft RIO is included in the rule for the purposes of guidance only.** Licensees will still be free to submit a draft RIO to NICTA that contains different provisions and that describes different outcomes or process. However, NICTA believes that a detailed draft RIO will be useful resource and reference document for any licensee that may wish to prepare and submit a RIO in the future. Accordingly, NICTA would also be interested in stakeholders comments on the content and structure of the draft RIO that is attached to the rule.

Comments in response to this consultation must be received by NICTA by 15 December 2011.

## 2 BACKGROUND

Part VI of the *National Information and Communications Technology Act 2009* (the Act) sets out the wholesale access regime for the ICT industry. Under that regime:

- NICTA may recommend to the Minister that certain wholesale services should be made **declared services**;
- Access providers (i.e. operator licensees) that supply declared services are required to comply with certain **non-discrimination obligations** in relation to those declared services (unless exempted);
- The terms and conditions on which access providers are required to comply with the non-discrimination obligations are subject to agreement between the access provider and the access seeker;
- In the event that such an agreement cannot be reached, the terms and conditions of access will be as set out in any **reference interconnection offer** (RIO) that the access providers has submitted to NICTA and which NICTA has accepted. (In the absence of both an agreement and a RIO that has been accepted by NICTA, the terms and conditions of access are those determined by NICTA through arbitration.)
- In the event that NICTA is called upon to arbitrate a dispute about access to a declared service, NICTA's determination of that arbitration must not be inconsistent with a relevant RIO that has previously been submitted to and accepted by NICTA.

### Declared services

There are currently three declared services:<sup>1</sup>

- (i) domestic mobile terminating access service;
- (ii) domestic fixed terminating access service; and
- (iii) all facilities access services that may be supplied by means of any facility constructed under a universal access Project Agreement for the life of that facility (of which there is currently none).

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<sup>1</sup> Under section 131 of the Act these services were deemed to have been declared from the commencement of the Act.

However, under section 131 of the Act, NICTA is expected within the first two years of the Act to examine whether or not the following wholesale services or any similar wholesale services should be declared:

- Domestic inter-exchange transmission services;
- Domestic transmission tail services;
- Domestic digital data and/or voice resale services (whether access tails or end-to-end services), such as xDSL services and/or Ethernet services;
- unbundling of specified facilities located between a local exchange and the network boundary, whether unconditioned and/or conditioned (including spectrum sharing);
- domestic inter-network mobile roaming services;
- facilities access services associated with fixed network facilities (including exchanges); and
- facilities access services associated with mobile network facilities (including telecommunications transmission towers).

This will be the subject of a future series of public consultations.

In addition, NICTA may initiate an inquiry to the possible declaration of any wholesale service on its own initiative, in response to a request from any person, or upon the direction of the Minister.

Accordingly it is feasible that there may be more than three declared services in the future.

### **The non-discrimination obligations**

The non-discrimination obligations that must be fulfilled by any operator licensee that supplies a declared service are set out in section 136 of the Act (and reproduced below):

- (1) This Section sets out the “non-discrimination obligations”.
- (2) For the purposes of this Section, if an operator licensee supplies declared services, whether to itself or to other persons –
  - (a) the operator licensee is an “access provider”; and
  - (b) the declared services are “active declared services”.
- (3) An access provider shall, if requested to do so by an access seeker –
  - (a) supply an active declared service to the access seeker in order that the access seeker can provide retail services; and

- (b) take all reasonable steps to ensure that the technical and operational quality of the active declared service supplied to the access seeker is equivalent to that which the access provider provides to itself; and
  - (c) take all reasonable steps to ensure that the access seeker receives, in relation to the active declared service supplied to the access seeker –
    - (i) fault detection, handling and rectification; and
    - (ii) ordering and provisioning,of a technical and operational quality and timing that is equivalent to that which the access provider provides to itself.
- (4) Subsection 0(a) does not impose an obligation to the extent (if any) to which the imposition of the obligation would have any of the following effects –
- (a) preventing an operator licensee who already has a contractual right of access to the declared service from obtaining a sufficient amount of the declared service to be able to meet the operator licensee’s reasonably anticipated requirements, measured at the time when the request was made; or
  - (b) preventing the access provider from obtaining a sufficient amount of the declared service to be able to meet the access provider’s reasonably anticipated requirements, measured at the time when the request was made.
- (5) If an access provider owns or controls any facilities then the access provider shall, if requested to do so by an access seeker –
- (a) permit interconnection of those facilities with the facilities of the access seeker for the purpose of enabling the access seeker to be supplied with active declared services in order that the access seeker can provide retail services; and
  - (b) take all reasonable steps to ensure that –
    - (i) the technical and operational quality and timing of that interconnection is equivalent to that which the access provider provides to itself; and
    - (ii) the interconnection complies with any applicable industry code or industry standard; and
    - (iii) that access seeker receives, in relation to that interconnection, fault detection, handling and rectification of a technical and operational quality and timing that is equivalent to that which the access provider provides to itself.
- (6) If an access seeker uses active declared services supplied by an access provider in accordance with Subsection 0, the access provider shall (in connection with matters associated with, or incidental to, the supply of those active declared services), if requested to do so by the access seeker, give the access seeker such billing information (at such times or intervals, containing such particulars, and in such a manner and form **as is specified in the regulations**) as is reasonably required to enable the access seeker to supply retail services.

- (7) If an access provider supplies an active declared service by means of conditional access customer equipment, the access provider shall, if requested to do so by an access seeker who has made a request referred to in Subsection 0, supply to the access seeker any service that is necessary to enable the access seeker to supply retail services by means of the active declared service using that conditional access customer equipment.
- (8) This Section does not impose an obligation on an access provider if there are reasonable grounds to believe that –
  - (a) the access seeker would fail, to a material extent, to comply with the terms and conditions on which the access provider complies, or on which the access provider is reasonably likely to comply, with that obligation; or
  - (b) the access seeker would fail, in connection with that obligation, to prevent dangerous conduct.
- (9) Examples of grounds for the belief in Subsection 0(a) include –
  - (a) evidence that the access seeker is not creditworthy; or
  - (b) repeated failures by the access seeker to comply with the terms and conditions on which the same or similar access has been provided (whether or not by the access provider).

For the purposes of subsection 136(6) of the Act (as reproduced above), the billing information that an access providers must supply to an access seeker as part of the supply of a declared service is specified in section 21 of the *National Information and Communication technology (Operator Licensing) Regulation 2010* (and reproduced below):

- (1) An access provider shall, if requested to do so by an access seeker and the access provider knows, give the access seeker the following billing information –
  - (a) customer names, billing addresses and account numbers;
  - (b) numbers dialled; and
  - (c) time and duration of call;
  - (d) geographic region call originates and terminates;
  - (e) any other information reasonably required by the access seeker to bill the customer.
- (2) The information specified in Subsection (1) shall be provided –
  - (a) at times agreed by the access seeker and the access provider; and
  - (b) in a manner and form agreed by the access seeker and the access provider, including whether the information is to be given in electronic or paper form.

## Reference interconnection offers (RIOs)

Under section 138 of the Act, access providers must comply with the non-discrimination obligations:

- (a) on such terms as are agreed between the access provider and the access seeker; or
- (b) failing agreement:
  - (i) on such terms as are specified in a relevant RIO that has been accepted by NICTA or;
  - (ii) if the RIO does not specify terms and conditions relevant to the matter under dispute or there is no RIO, on such terms and conditions as determined by NICTA through arbitration.

Access seekers must also comply with the any-to-any connectivity obligation set out in section 137 of the Act in the same manner.

Section 141 of the Act defines a RIO as written undertaking given by an access provider to NICTA:

- (a) that contains a written statement of the prices (with price-related terms), or standard non-price terms and conditions, or both (“RIO terms”); and
- (b) under which the access provider undertakes to comply with the RIO terms in respect of the access provider’s supply of one or more declared services to any access seeker so as to discharge the non-discrimination obligations.

Section 141 of the Act also provides for NICTA to make rules to specify the acceptable form of a RIO. A draft of such rules is provided in Annex A to this consultation paper.

NICTA will accept a RIO if NICTA believes that it:

- (a) is consistent with the requirements of Section 141 (including any rule NICTA may have made under section 141, such as that at Annex A);
- (b) is consistent with the non-discrimination obligations;
- (c) contains terms and conditions that are ‘reasonable’;<sup>2</sup> and
- (d) is consistent with the general pricing principles specified in section 134 of the Act; and
- (e) is consistent with any relevant service-specific pricing principles that have been issued by NICTA. (To date, NICTA has determined service-specific pricing

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<sup>2</sup> ‘Reasonable’, for this purpose, is defined in section 126 of the Act.

principles for domestic fixed terminating access services and domestic mobile terminating access services.)

**An access provider is not obliged to prepare a RIO, but may choose to do so of its own initiative.** If an access provider submits a RIO to NICTA, and it is accepted by NICTA, then:

- (a) in the event that the access provider and access seeker cannot reach a commercial agreement, that RIO provides the default terms and conditions on which:
  - (i) the access provider will supply an access seeker with a declared service; and
  - (ii) the access seeker will fulfil its any-to-any connectivity obligations to the extent that they require the access seeker to obtain a designated service that is also a declared service (s.137); and
- (b) NICTA must have regard to that RIO in any arbitration of a relevant access dispute and must ensure its determination of that dispute is consistent with that RIO (s.148(3)).

RIOs generally create a framework of certainty at the wholesale level of telecommunications markets. In many countries RIOs are important documents both for new entrants and for the incumbent operators. It is often in the RIO that the terms and conditions under which a operator with dominance in a relevant market supplies wholesale services to other operators, thus giving them information and greater certainty about matters such as ordering processes, technical standards, delivery timescales and legal requirements. In addition the existence of a RIO will reduce the time and effort required of both parties to finalise interconnection agreements.

A RIO is a way for access providers to codify their processes and to commit to certain quality of service standards and even to certain penalties for failures to achieve those standards. As such, RIOs are often important in resolving allegations of discrimination—that is, (1) is the access provider supplying its own retail arm with wholesale inputs on the same terms and conditions and with the same quality of service as it does to competing operators, or (2) is the access provider discriminating between its competitors in ways that could affect competitive outcomes?

NICTA does not intend to be overly prescriptive in specifying the acceptable form of any RIOs that operator licensees may wish to submit to NICTA in the future. Each RIO submitted to NICTA will be assessed individually against the criteria mention in section 142 of the Act. However, there is one important principle relating to the form of RIOs that NICTA intends to make mandatory through its rule-making, namely **the principle of “one operator, one RIO”**. This means that access providers will maintain a single RIO document that covers all of the declared services *that they wish to be covered by a RIO*. (An access provider may wish to establish a RIO that covers some declared services but not others; that is allowed and acceptable. (Similarly, an



interconnection agreement based on a RIO need not include the provision of all of the services covered in the RIO.)

Different terms and conditions may apply to different declared services, but there will also be some terms and conditions that may be common across different services (for example, in relation to billing, ordering, operation and maintenance). NICTA wishes to avoid the unnecessary duplication of such common terms across multiple services by having access providers prepare consolidated RIOs with separate sections where necessary for the different declared services. This sort of approach to RIOs is commonly adopted in other countries, including the UK and the Netherlands.

### **Public consultation process**

NICTA invites all members of the public, including operator licensees, private individuals, public organisations and commercial entities (together, the “Respondents”) to participate in this consultation process. Respondents are invited to submit written comments in response to the issues raised by the draft rule by no later than close of business on **15 December 2011**.

Comments may be submitted to one or more of the following addresses:

- (a) E-mail to: [kgulovui@nicta.gov.pg](mailto:kgulovui@nicta.gov.pg)
  
- (b) Post to: Mr Kila Gulo Vui  
Director Economics, Consumer and International Affairs  
Public consultation on operator licensing conditions  
National ICT Authority  
PO BOX 8444  
BOROKO NCD

Copies of all written comments submitted by Respondents in relation to this consultation will be published on NICTA’s Public Register on the NICTA website consistent with the requirements on NICTA under subsection 229(3) of the Act.

### **3 ANNEX A: THE DRAFT RULE**

The remainder of this document contains the draft rule that has been prepared by NICTA. Please note that the draft rule contains an annex of its own (which is also titled 'Annex A').

## ***[DRAFT] Reference Interconnection Offer Rule, 2011***

### **1. Name of rule**

- (1) This rule is the *Reference Interconnection Offer Rule, 2011*.

### **2. Preliminary**

- (1) This Rule is made by NICTA pursuant to its powers and responsibilities under sections 218 and 141 of the *National Information and Communications Technology Act 2009*.

### **3. Commencement**

- (1) This Rule commences on the date on which its existence is notified in the National Gazette.

### **4. Interpretation**

- (1) In this Rule, unless the contrary intention appears:
  - “Act” means the *National Information and Communications Technology Act, 2009* and includes any regulation made under that Act;
  - “access provider” has the meaning given to it by section 136 of the Act;
  - “access seeker” has the meaning given to it by section 125 of the Act;
  - “RIO” means a reference interconnection offer as described in section 141 of the Act.
- (2) Each of the following terms used in this Rule has the meaning given to it in section 4 of the Act:
  - access;
  - declared service;
  - NICTA;
  - price;
  - publish;
  - wholesale service.

## **5. Rules**

- (1) A RIO may relate to one or more declared services. A RIO may also specify terms and conditions that relate to the supply of access to a wholesale service that is not a declared service.
- (2) If an access provider supplies multiple declared services and intends for more than one of those declared services to be covered by RIOs, it will prepare and submit to NICTA a single RIO document that covers all of the declared services that the access providers wishes to be covered by a RIO. In the event that NICTA has already accepted a RIO that was previously submitted by that access provider (in relation to either the same or a different declared service), the access provider will prepare and submit variation to that existing RIO to expand its scope to cover the additional declared service.
- (3) For the purposes of subsection 141(1)(a) of the Act, a RIO should contain both price and non-price terms and conditions.
- (4) The prices and charges made available by an access provider under a RIO should be available to all access seekers on a non-discriminatory basis. In the event that the access provider reaches an agreement with any single access seeker on new or different rates for any declared service covered by the RIO, then the access provider should make those rates available to all access seekers.
- (5) Nothing in subsections 5(3) and 5(4) above shall prevent a RIO from including alternative prices that reflect volume or other factors associated with the ordering or delivery of a declared service.
- (6) A RIO shall be presented in the form of a standard contract and should have the following general structure:
  - (a) 'general clauses', which set out the general conditions of the RIO;
  - (b) one or more 'parts', which are the sections of the RIO that set out the non-price terms and conditions that are specific to particular declared services and, for each service, defines the services and addresses the following aspects to the extent that they differ from the general terms and conditions that apply to all declared services:
    - (i) call handover;
    - (ii) supply conditions;
    - (iii) technical requirements;
    - (iv) fault rectification and service restoration;
    - (v) calling line identification;

- (vi) routing principles;
  - (vii) charging.
- (c) a series of 'attachments' (as many as are necessary), which set out the general non-price terms and conditions that apply to all declared services that are covered by the RIO, or to all declared services of a particular type, and which address the following aspects as a minimum:
- (i) the procedures that will apply to the handling of requests from access seekers for the supply declared services or for changes to the existing supply of declared services;
  - (ii) ordering and provisioning processes;
  - (iii) traffic management principles and processes;
  - (iv) relevant technical and standardisation matters;
  - (v) billing processes and procedures;
  - (vi) fault detection, handling and rectification processes and procedures;
  - (vii) matters relating to network protection and system safety; and
  - (viii) dispute resolution processes and procedures.
- (d) a series of 'schedules' (as many as are necessary), which set out additional conditions and particulars that apply generally, such as:
- (i) the points of interconnection;
  - (ii) the contact details for relevant personnel;
  - (iii) relevant technical specifications;
  - (iv) interconnection testing procedures and timeframes;
  - (v) relevant forms and templates; and
- (e) a 'pricing schedule', which lists, for each of the declared services covered by the RIO, the applicable wholesale prices and charges and any other relevant pricing information.
- (7) For the purposes of guidance only, a draft RIO is provided at Annex A which reflects the acceptable form for RIOs specified in subsection 5(6). An access seeker may prepare and submit to NICTA a RIO that is based on the example provided at Annex A.
- (8) An access provider must publish a copy of its RIO on its website, and thereafter maintain its availability there, within one week of receiving written notice from NICTA under subsection 142(6) of the Act informing the access provider that NICTA has accepted its RIO.

## **Annex A: Guidance on an acceptable form for a RIO**

The following pages contain an outline of an acceptable form for a RIO that is to be submitted to NICTA for the purposes of section 142 of the Act. It is provided for the purposes of guidance only. RIOs that adopt a similar form and/or contain different provisions may also be accepted by NICTA. All RIOs that are submitted to NICTA will be considered against the criteria identified in section 142 of the Act.

## **REFERENCE INTERCONNECTION OFFER**

from

[Name of PARTY]





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## 1 Recitals

# AGREEMENT FOR INTERCONNECTION OF NETWORKS

BETWEEN

**[PARTY A]**, a Papua New Guinean Company with its registered address at  
[ADDRESS], represented by its [TITLE OF SIGNATORY];

AND

**[PARTY B]**, a Papua New Guinean Company with its registered address at  
[ADDRESS], represented by its [TITLE OF SIGNATORY];

collectively hereafter called and referred to as "the Parties".

In consideration of the fact that [PARTY A] is an Operator Licensee that, under Part VI of the *National Information and Communications Technology Act 2009* ("Act"), is an Access Provider of certain Declared Services within the territorial limits of the Independent State of Papua New Guinea,

In consideration of the fact that [PARTY B] is an Operator Licensee that, under Part VI of the Act, is an Access Seeker in relation to certain Declared Services,

In consideration of the fact that the Parties are required by the Act and find it desirable to interconnect their networks to enable the clients of one network to communicate with clients of the other,

As a consequence:

The Parties have agreed and set forth the following provisions, which they agree to comply with and to carry out:

## **2 The structure of this RIO**

2.1 This Offer document is structured as follows:

- (a) General Clauses 1 to 21 which set out general conditions associated with the Offer;
- (b) Parts 1 to [xx], which define the Services contained in the Offer by category, and which include the particular and special conditions of offer associated with the Services in each Part;
- (c) Attachments A to H, which set out the general conditions applying to all services;
- (d) Schedules containing further particulars relevant generally.

## **3 Definitions of terms**

3.1 In this Offer and any Interconnection Agreement arising out of an acceptance of this Offer by any eligible party in respect of any of the declared services covered by this Offer, the following terms shall have the meanings set out below next to those terms:

- Call - means the set-up, holding and ending of any transmission path through the Network of any Party into the Network of the other Party for the conveyance of Messages, and where the context requires shall mean a Call of a particular type, such as a voice Call, or a mobile Call, or a transit Call, and “calling” and “called” shall have corresponding meanings;
- Called Party - means with respect to a Call, the person receiving that Call;
- Caller or Calling Party - means with respect to a Call, the person initiating or making that Call;
- CDR – means Call Data Record;
- CLI - means Calling Line Identification;
- Calendar Day – means a period of 24 hours ending at midnight including weekends and public holidays;
- Considered Response – means a response provided by an Access Provider to a Service Request, as set out in Clause A.3.4;
- Conveyance – means the establishment by a Party of a transmission path through that Party’s Network and the conveyance of Messages over that transmission path in accordance with the terms of this Offer;
- Fault - means a condition that causes a Network to operate other than intended or to cease operating altogether;
- Fault Rectification - means the correction of a Fault;
- Fault Response - means the action of responding to a Fault, and includes responding remotely using electronic monitoring systems, and physical response at the location where the Fault is situated;
- Force majeure – has the meaning ascribed to it in Clause 20.1;
- Force majeure notification – has the meaning ascribed to it in Clause 20.2;

- Geographic number - means a service number as defined by ITU-T E.164, and is a number allocated within the national numbering plan for use in a nominated geographic area(s);
- IP - means Internet Protocol;
- ISUP – means Integrated Services Digital Network User Part;
- Interconnection Agreement - means an agreement for the provision of Services entered into pursuant to this Offer
- Interconnection Link - means a physical link over which circuits for the conveyance of telecommunications traffic may be conveyed and which connects the Network of one Licensed Operator with another;
- Interconnection Management Committee – means a group of staff from the Parties set up under the General Terms Clause 9.2;
- Inter- party Dispute Resolution Working Group – means a group set up by the Interconnection Management Group in order to resolve a dispute under Attachment H (Dispute Resolution) Clause H.3;
- Invoiced Party – means the Party which receives an invoice from the other Party;
- Invoicing Party – means the Party which issues an invoice to the other Party;
- Mobile Number - means a service number as defined by ITU-T E.164, and is a number allocated within a national numbering plan for use in connection with a mobile service;
- Network Termination Point - means the boundary of a Network, and, in context, usually refers to the specific case of the boundary between a Network and Retail Customer equipment and wiring attached to a Network;
- Notifying Operator – means the Party that notifies the other Party of interference caused by equipment under Attachment G (Network Protection and System Safety) Clause G.2.2;
- Offer - means this Reference Interconnection Offer;
- Originating Operator – the Licensed Operator who is responsible for conveying a call from the Network Termination Point of the Calling Party to the Point of Interconnection;
- Party - means an Operator Licensee that has entered into an Interconnection Agreement pursuant to this Offer;
- Preliminary Response – means a response provided by an Access Provider to a Service Request, as set out in Attachment A.3.2.
- Point of Interconnection (POI) - means the Network boundary between the Access Provider's and the Access Seeker's Networks for the purposes of Interconnection;
- Requested Party – means the Party that receives a request to change or close a Service under Clause B.3;
- Requesting Party – means the Party that makes a request to change or close a Service under Clause B.3;

- Service - means a service defined as a declared service in this Offer, and one of the services included in the summary list at Clause 5.1 of this Offer
- Service Request – means a request for an Service as set out in Clause A.2;
- Service restoration - means the restoring of a service and may occur whether or not the fault that gave rise to the fault affecting service has been rectified or not;
- SS7 - means Common Channel Signalling (CCS) No.7 Signalling System;
- Terminating Operator – the Operator Licensee who is responsible for conveying a call from the Point of Interconnection to the Network Termination Point of the Called Party;
- Working Day – means a period of 24 hours ending at midnight excluding weekends and public holidays;

3.2 Unless the contrary intention appears, any words or phrases used in this Offer and in any Interconnection Agreement arising out of an acceptance of this Offer that are not defined in Clause 3.1 or in the Interconnection Agreement, but which are used in the Act, shall have the same meaning or interpretation as given to them in the Act.

#### **4 Relationship between the parties**

4.1 The Parties operate separate networks and the relationship between the Parties is one of equals, operating network-to-network. Accordingly, the services supplied by each Party to the other are to be governed by this Agreement, as amended from time to time. The parties may be subject to additional obligations arising under the Act.

#### **5 Summary of services available under this offer**

5.1 The Services available under this Offer are, in summary:

- (a) [DECLARED SERVICE 1]
- (b) [DECLARED SERVICE 2]
- (c) [etc]

5.2 Those services are defined in the service-specific schedules to this Offer

#### **6 The offer and eligibility to accept**

6.1 [PARTY A] will enter into an Interconnection Agreement for the provision of any Service covered by this Offer with any Operator Licensee provided:

- (a) the Agreement is on the terms and conditions as set out in this Offer; and
- (b) the processes that are adopted by the Operator Licensee to negotiate the Agreement are the processes that are set out in this Offer.

6.2 The Party seeking to accept the terms and conditions included in this Offer shall offer [PARTY A] equivalent terms and conditions as those set out in this Offer for the following Services where [PARTY A] is the Access Seeker and the other Operator Licensee is the Access Provider:

- (a) [SERVICE 1]

(b) [SERVICE 2]

(c) [etc]

## **7 Non discrimination**

7.1 [PARTY A] shall supply the same quality of service for Services as it supplies to its own services or those of its subsidiaries or affiliated companies.

## **8 Scope and Coverage of Interconnection Agreements**

8.1 The terms and conditions for the provision of any or all of the Services covered by this Offer between [PARTY A] and another Operator Licensee shall be included in a single Interconnection Agreement.

8.2 For the avoidance of doubt, the provision of Services by the other Operator Licensee to [PARTY A] shall form part of the same Interconnection Agreement as that which covers the provision of Services by [PARTY A] to the other Operator Licensee.

## **9 Management of Interconnection Agreement**

9.1 The Parties shall recognise in the Interconnection Agreement the need for effective interconnection of their Networks in order to provide quality telecommunication services to their respective Retail Customers, and, accordingly, shall undertake:

- (a) to act in good faith and in a professional manner in relation to each other in the provision of seamless Services;
- (b) to exchange information without prejudice to Retail Customer privacy and commercial confidentiality;
- (c) to act at all times, as far as is reasonably possible, so as to facilitate the speedy and effective operation of Services set out under this Offer, to the benefit of Retail Customers and to their mutual advantage
- (d) to cooperate to achieve feature transparency of supplementary services between interconnected Networks so far as is reasonably possible;
- (e) to provide interoperability between their Networks so that Retail Customers can communicate with each other irrespective of with which of the Parties they enter into a contract for telecommunications services; and
- (f) to use their best efforts to resolve disputes in an efficient and professional manner.

9.2 The Parties shall establish an Interconnection Management Committee to ensure that the Interconnection Agreement and processes associated with the provision of Services are operating in an efficient manner and in accordance with the spirit intended in Clause 9.1 above.

## **10 Commencement, Duration and Review of Offer**

10.1 This Offer will commence on the date on which [PARTY A] is notified by NICTA pursuant to subsection 142(6) of the Act that NICTA has accepted this Offer (or any proposed variation to it) or, if NICTA is instead deemed to have accepted the Offer pursuant to



subsection 142(9) of the Act, then the date on which NICTA is taken to have made that decision.

- 10.2 This Offer shall continue in force until amended by [PARTY A] and those amendments are accepted by NICTA, and shall continue thereafter subject to such revisions and amendments. [PARTY A] reserves the right to propose amendments to this Offer, subject to section 142 of the Act, as and when it considers it to be necessary.
- 10.3 This Offer shall cease and terminate in respect of any specific Service on the date that is the earlier of:
- (a) The expiry date for the relevant declared service specified in the Minister's declaration of that service under section 130 of the Act; and
  - (b) The third anniversary of the date on which this Offer (or the relevant variation to it) commenced.
- 10.4 In accordance with section 141(4) of the Act, [PARTY A] may withdraw all or part of this Offer prior any expiry date to by giving NICTA at least 90 days written notice of its intention to do so.
- 10.5 This Offer shall cease and terminate should [PARTY A] cease to be an Operator Licensee.

## **11 Term of Interconnection Agreements**

- 11.1 Interconnection Agreements shall continue in effect, unless otherwise agreed between the Parties, until terminated in accordance with one of the circumstances set out in Clauses 13 or 20 of this Offer.
- 11.2 Without limitation to Clause 11.1, the minimum term for the provision of any Service in an Interconnection Agreement pursuant to this Offer shall be [INSERT DURATION, FROM 1–3 YEAR] years, unless otherwise agreed between the Parties.

## **12 Suspension of Services and of Interconnection Agreement**

- 12.1 An Access Provider shall suspend the provision of an Service under an Interconnection Agreement in any of the following circumstances:
- (a) Where the Access Seeker ceases to be an Operator Licensee;
  - (b) Where the Access Provider is formally directed to do so by NICTA;
  - (c) Where the Access Provider is requested by formal notice in writing to do so by the Access Seeker.
- 12.2 An Access Provider may suspend the provision of an Service under an Interconnection Agreement in any of the following circumstances:
- (a) Where suspension is warranted by the failure of the Access Seeker to take action to rectify a fault condition that threatens the safety of the Access Provider's Network;
  - (b) Where the Access Seeker has failed to pay a non-disputed invoice for Services following the elapse of 90 calendar days after the due date.
  - (c) Where the Access Seeker has ceased to operate the business of the provider of telecommunications services to Retail Customers;

- (d) Where the Access Seeker has been declared bankrupt or gone into liquidation.

12.3 **Effect of suspension:** If the provision of an Service is suspended, then:

- (a) the Service to which the suspension relates will no longer be provided by the Access Provider;
- (b) the provision of other Services, not covered by the suspension, shall continue and not be affected;
- (c) the term of the Interconnection Agreement shall not be affected by the period of suspension; and
- (d) the Access Provider shall not be liable to the Access Seeker for any losses or damage that the Access Seeker may have suffered as a result of the suspension.

12.4 The Access Provider shall obtain the approval of NICTA before the implementation of any of the actions set out in Clause 12 of this Offer.

### 13 Termination of Services and of Interconnection Agreement

13.1 An Access Provider shall terminate the provision of an Service under an Interconnection Agreement in any of the following circumstances:

- (a) Where the Access Seeker ceases to be an Operator Licensee;
- (b) Where the Access Provider is formally directed to do so by NICTA;
- (c) Where the Access Provider is requested by formal notice in writing to do so by the Access Seeker.

13.2 An Access Provider may terminate the provision of an Service under an Interconnection Agreement in any of the following circumstances:

- (a) Where termination is warranted by the failure of the Access Seeker to take action to rectify a fault condition that threatens the safety of the Access Provider's Network;
- (b) Where the Access Seeker has ceased to trade either generally or in relation to the provision of telecommunications services to Retail Customers or other services with which the Service is associated;
- (c) Where the Access Seeker has been declared bankrupt or gone into liquidation.
- (d) Where the Access Seeker has failed to meet its obligations under the Interconnection Agreement in response to one or more formal notices from the Access Provider requiring it to meet its obligations under that Agreement, and provided:
  - (i) that the Access Provider has given the Access Seeker at least six months notice of its intention to terminate the Interconnection Agreement; and
  - (ii) that the Access Provider has copied the notice, at the same time, to NICTA; and
  - (iii) that in effecting such termination the Access Provider shall comply with any formal directions or guidelines as it may receive from NICTA.

13.3 The Access Provider shall obtain the approval of NICTA before the implementation of any of the actions set out in Clause 13 of this Offer.

## 14 Retail Customer management

- 14.1 The Party that has the billing responsibility in relation to a Retail Customer shall be responsible for handling and addressing all complaints from that Retail Customer including complaints and enquiries that arise as a result of the operation of an Interconnection Agreement.
- 14.2 The Party responsible for handling and addressing Retail Customer complaints and enquiries under Clause 14.1 shall not refer Retail Customers to the other Party for satisfaction of the matters they are raising.
- 14.3 Neither Party shall represent expressly or by omission or implication that:
- (a) it is approved by or an agent of or affiliated with the other Party; or
  - (b) it has a special relationship with the other Party or is charged preferential prices by the other Party for the provision of Services.
- 14.4 The Access Seeker has no right to withhold any payment due to the Access Provider on account of any non-payment of debts owed to the Access Seeker by its Retail Customers.

## 15 Provision of information

- 15.1 Each Party shall provide the other with information required by the terms of this Offer to be provided in relation to the provision of Services and shall do so in a timely manner.
- 15.2 Each Party shall use reasonable endeavours to provide the other with information that may be reasonably necessary to the operation of an Interconnection Agreement notwithstanding that the information may not have been specified explicitly in the terms of this Offer.

## 16 Confidentiality and information protection

- 16.1 Information provided by one Party to the other shall only be used for the purpose for which it was provided. For the avoidance of doubt, such information may not be used for the commercial advantage of the recipient Party in its retail business operations or be given to any staff, employee, contractor or agent with retail sales or marketing responsibilities.
- 16.2 **Customer information:** The Parties shall take all necessary steps to preserve the confidentiality of any information relating to Retail Customers that is passed between them and to protect the privacy of individual Retail Customers. In particular, where instructions from Retail Customers relevant to information confidentiality and privacy have been received by one Party they shall be communicated to, and respected by, the other Party.
- 16.3 The provisions of Clauses 16.1 do not apply to information that one Party is required to disclose in order to satisfy legal requirements or the regulations or decisions of NICTA, or to information that is already in the public domain.

## 17 Good faith

- 17.1 All dealings between the Parties shall be in good faith.

17.2 Without limiting Clause 17.1 above, all negotiations between the Parties in relation to the provision of Services shall be in good faith.

## **18 Effect on Interconnection Agreements from changes to this Offer**

18.1 Subject to Clause 18.2, an Interconnection Agreement shall not be automatically varied as a consequence of a variation in this Offer.

18.2 An Interconnection Agreement shall be deemed to be automatically amended in respect of changes to rates and charges in the Price Schedule and the date of effect of the amended charges shall be as set out in the Price Schedule.

18.3 If this Offer is to be varied for any reason, the Parties shall commence a joint review of the Interconnection Agreement to determine how it should be varied, if at all. The review shall be completed within three months of the commencement date of the variation to the Offer, failing which either Party may invoke the dispute resolution procedures in the Agreement.

18.4 In reviewing the Interconnection Agreement as a result of variations to the Offer, the Parties may agree on the date of effect of the variations. Failing such agreement, the date of effect of the amended provisions of the Interconnection Agreement shall be a date three months after the commencement date of variations to the Offer.

## **19 Notices and Contact Persons**

19.1 All notices provided for in this Offer shall be in writing and shall be delivered to the relevant contact persons nominated for various purposes in Schedule 2 from time to time.

19.2 A Party may vary the details of the contact persons for notices and other purposes in Schedule 2 from time to time on 24 hours notice, such notice to be in writing in accordance with Clause 19.1.

19.3 Written notices shall include paper-based writing and electronic means of written communication such as writing communicated by facsimile (fax) and electronic mail (e-mail).

19.4 The Party receiving a notice pursuant to an Interconnection Agreement under this Offer shall confirm receipt of the notice within 24 hours of such receipt. The manner of confirmation shall be the same as that used for the notice, whether paper-based or electronic.

## **20 Force Majeure**

20.1 Neither Party shall be liable for any breach of the Interconnection Agreement caused by any insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government, highway authority or other competent authority, compliance with any statutory, regulatory or legal obligation, industrial disputes of any kind (whether or not involving either Party's employees), fire, lightning, explosion, flood, subsidence, weather of exceptional severity, acts or omissions of persons for whom neither Party is responsible or any other cause whether similar or dissimilar outside its reasonable control and any such event or circumstance is a force majeure.

- 20.2 The Party initially affected by a force majeure shall promptly notify the other of the estimated extent and duration of its inability to perform or delay in performing its obligations (“force majeure notification”).
- 20.3 Upon cessation of the service effects of the force majeure the Party initially affected by a force majeure shall promptly notify the other of such cessation.
- 20.4 If as a result of a force majeure, the performance by the Party of its obligations under the Interconnection Agreement is affected, such Party shall, subject to the provisions of Clause 20.6, perform those of its obligations not affected by a force majeure. In performing those of its obligations not affected by a force majeure, the Party initially affected by a force majeure shall use its reasonable endeavours to deploy its resources such that (when taken together with other obligations to its Retail Customers and third parties) there is no undue discrimination against the other Party.
- 20.5 To the extent that a Party is prevented as a result of a force majeure from providing all of the services or facilities to be provided under this Interconnection Agreement, the other Party shall be released to the equivalent extent from its obligations to make payment for such services or facilities or complying with its obligations in relation thereto.
- 20.6 Following a force majeure notification and if the effects of such force majeure continue for:
- (a) a continuous period of not more than 6 months from the date of the force majeure notification any obligation outstanding shall be fulfilled by the Party initially affected by the force majeure as soon as reasonably possible after the effects of the force majeure have ended, save to the extent that such fulfilment is no longer possible or is not required by the other Party;
  - (b) a continuous period of 6 months or more from the date of the force majeure notification, the Party receiving the force majeure notification shall be entitled (but not obliged) to terminate the Interconnection Agreement by giving not less than 30 working days written notice to the other Party, provided that such notice shall be deemed not to have been given if notice of cessation is received by the Party receiving the force majeure notification prior to the expiry of the 30 working days notice. If the Interconnection Agreement is not terminated in accordance with the provisions of this clause, any obligations outstanding shall be fulfilled by the Party initially affected by the force majeure as soon as reasonably possible after the effects of the force majeure have ended, save to the extent that such fulfilment is no longer possible or is not required by the other Party.

## **21 Governing Law**

- 21.1 The law governing this Offer and any Interconnection Agreements entered into pursuant to this Offer shall be the law of the Independent State of Papua New Guinea.

## **Part 1: [EXAMPLE] Domestic mobile terminating access service**

### **1.1 Service definition**

The domestic mobile terminating access service:

- (a) is a network service for the carriage of any combination of:
  - (i) voice communications; and/or
  - (ii) short messaging services,from a point of interconnection, or potential point of interconnection, to any B-party connected to the access provider's mobile network; and
- (b) includes such facilities access services as are necessary to enable the access seeker to interconnect its facilities to the facilities of the access provider at points of interconnection to realise any-to-any connectivity; and
- (c) is a designated service for the purposes of the any-to-any connectivity obligation.

### **1.2 Call handover**

Calls for termination on numbers on the mobile Network will be handed over at the Point of Interconnection closest to where the calling party is located at the time of the call.

### **1.3 Supply conditions**

The Parties shall not be obliged to provide the Domestic Mobile Terminating Access Service until the interconnection link service has been provisioned, and Points of Interconnection established, commissioned and tested.

### **1.4 Technical requirements**

The Parties shall agree in advance all necessary technical requirements, including call set-up and clear-down sequences, for the conveyance of mobile terminating calls.

### **1.5 Fault rectification and service restoration**

Each Party shall correct faults which occur in its Network which affect the conveyance of terminating calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.

### **1.6 Calling line identification**

Calling Line Identification for Network and presentation purposes shall be made available for all mobile terminating calls delivered to the Access Provider's mobile Network. CLI must be transmitted transparently and without modification.

### **1.7 Routing principles**

The conveyance of mobile terminating calls shall be in accordance with the routing principles specified in Attachment C. All Calls covered by this service will be carried on operator billed interconnection circuits.

### **1.8 Charging**

For the conveyance of Domestic Mobile Terminating Access traffic by the Access Provider, the Access Seeker shall pay the Access Provider a charge calculated in accordance with the rates as specified in the Pricing Schedule. These rates may vary by time of day and the type of number called, in accordance with the Pricing Schedule.

## **Part 2: [EXAMPLE] Domestic Fixed Terminating Access Service**

### **2.1 Service definition**

The domestic fixed terminating access service –

- (a) is a network service for the carriage of any combination of voice communications from a point of interconnection, or potential point of interconnection, to any B-party connected to the access provider's fixed network; and
- (b) includes such facilities access services as are necessary to enable the access seeker to interconnect its facilities to the facilities of the access provider at points of interconnection to realise any-to-any connectivity; and
- (c) is a designated service for the purposes of the any-to-any connectivity obligation

### **2.2 Call handover**

Calls for termination on geographical numbers on the fixed Network will be handed over at the Point of Interconnection closest to the Network Termination Point of the called number.

### **2.3 Supply conditions**

The Parties shall not be obliged to provide the Domestic Fixed Terminating Access Service until the interconnection link service has been provisioned, and Points of Interconnection established, commissioned and tested.

### **2.4 Technical requirements**

The Parties shall agree in advance all necessary technical requirements, including call set-up and clear-down sequences, for the conveyance of terminating calls.

### **2.5 Fault rectification and service restoration**

Each Party shall correct faults which occur in its Network which affect the conveyance of terminating calls in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.

### **2.6 Calling line identification**

Calling Line Identification for Network and presentation purposes shall be made available for all terminating calls delivered to the Access Provider's Network. CLI must be transmitted transparently and without modification.



## **2.7 Routing principles**

The conveyance of terminating calls shall be in accordance with the routing principles specified in Attachment C. All Calls covered by this service will be carried on operator billed interconnection circuits.

## **2.8 Charging**

For the conveyance of Domestic Fixed Terminating Access traffic by the Access Provider, the Access Seeker shall pay the Access Provider a charge calculated in accordance with the rates as specified in the Pricing Schedule. These rates may vary by time of day and the type of number called, in accordance with the Pricing Schedule.

**Part 3: [etc]**

[etc]

## **ATTACHMENT A: Request for Services**

### **A.1 Purpose**

A.1.1 This Attachment sets out the general procedure that will apply for handling requests for new Services, additional Services or a change in existing Services from an Access Seeker who has a current Interconnection Agreement with the Access Provider.

### **A.2 Form and Content of Service Request**

A.2.1 In the absence of a specific format for the application for any Service agreed by the Parties, a Service Request may be in the format of a business letter.

A.2.2 The Access Seeker shall include in a Service Request for Service the following information:

- (a) The specific services required;
- (b) The location at which the services are required;
- (c) The date at which the services are required ;
- (d) Other relevant detail sufficient to enable the Access Provider to assess whether it can meet the request in the timescale sought;
- (e) The names of the personnel (including the name and contact details of the senior contact person) who will represent the Access Seeker in the negotiations or other dealings to obtain the Service.

### **A.3 Response to Service Request by Access Provider**

A.3.1 On receipt of a Service Request for Service the Access Provider shall examine the request and provide both a Preliminary Response and a Considered Response to the Access Seeker.

A.3.2 **Preliminary Response:** The Access Provider shall provide a Preliminary Response within 5 working days containing at least the following information -

- (a) Acknowledgment of receipt of the Service Request
- (b) The names of the personnel (including the name and contact details of the senior contact person) who will represent the Access Provider in the negotiations or other dealings to obtain the Service
- (c) An indication of whether the Service Request can be met or not, and if met, whether in full or in part, or whether additional time is required to assess the Service Request
- (d) Additional information, if any, that is required by the Access Provider in order to finalise its assessment of the Service Request.

A.3.3 **Additional information:** Where the Access Provider has nominated additional information that it requires to complete the assessment of the Service Request, the

Access Seeker shall take all reasonable steps to provide that information. The Access Provider may suspend consideration of the Service Request until it receives a response from the Access Seeker.

- A.3.4 **Considered Response:** Within 30 working days of the receipt of the Service Request or of the date on which a reply was received to a request for additional information, whichever is the later, the Access Provider shall give the Access Seeker the Considered Response. The Considered Response shall advise whether the Service Request -
- (a) will be met in all its terms. (This constitutes full acceptance of the Service Request.)
  - (b) will not be met at all. (This constitutes full rejection of the Service Request.)
  - (c) will be met in part in terms of volume, location and/or timescale. (This constitutes part acceptance of the Service Request.)
  - (d) requires additional time for assessment. (This constitutes a statement that additional time is required to assess the Service Request by the Access Provider.)
  - (e) cannot be assessed for want of information. (This constitutes a conditional rejection of the Service Request.)
- A.3.5 Where there is full acceptance of the Service Request, the Parties shall institute appropriate provisioning processes as outlined in Attachment B of this Offer.
- A.3.6 Where there is full rejection of the Service Request:
- (a) The Access Provider shall provide a full statement of reasons for the rejection within a further 10 working days from the date of the Considered Response; and
  - (b) After receipt of the statement of reasons referred to in paragraph (a) above, or, in any case, after 15 days from the date of the Considered Response, the Access Seeker may initiate the dispute resolution procedures in Attachment H of this Offer.
- A.3.7 Where there is part acceptance of the Service Request, the Parties will jointly consider how to progress the matter, and clarify whether the Access Seeker wishes to proceed with the provisioning of the Services that the Access Provider accepts can be provided. After such joint consideration, and, in any case, after 30 days from the date of the Considered Response the Access Seeker may initiate the relevant dispute resolution procedures in Attachment H of this Offer.
- A.3.8 Where the Access Provider indicates that more time is required to assess the Service Request:
- (a) The Access Provider shall, within 10 days of the Considered Response, advise in writing the additional time required and reasons why it is required. Without limiting the reasons why additional time may be required for assessment, the Access Provider may have to undertake additional survey, measurement and testing activities to complete the assessment of the Service Request; and
  - (b) After receipt of the advice referred to in paragraph (a) above, or, in any case, after 15 days of the date of the Considered Response, the Access Seeker may initiate the relevant dispute resolution procedures in Attachment H of this Offer.

#### **A.4 Expedition and Responsiveness**

- A.4.1 In following the general application and response procedures outlined in this Attachment the Parties shall act with all reasonable expedition and not take the full time permitted for each part of the process unless the action occupies all of that time.
- A.4.2 The Parties shall do all things reasonably necessary to ensure that, to the maximum practical extent, applications for Services are fully accepted. Without limiting the meaning of this requirement, it may include informal meetings between staff and employees of the parties to clarify and otherwise facilitate the Service Request and its consideration. The Parties shall not limit themselves to formal communications where informal and other processes appear to either Party to be sensible and useful.

## **ATTACHMENT B: Ordering and Provisioning Processes**

### **B.1 Traffic Services**

B.1.1 **Scope:** This section sets out the forecasting, ordering, provisioning and implementation processes for traffic services required from the Access Provider. It relates to the following Services:

- (a) [Declared Service 1]
- (b) [Declared Service 2]
- (c) [etc]

B.1.2 **Service Request:** The Access Seeker requiring the services listed above from the Access Provider must apply in accordance with the procedure outlined in Attachment A.

B.1.3 **Planning and forecasting:** When the Service Request has been accepted, as set out in Clause A.3.4, the Access Seeker shall prepare and present traffic forecasts for the services requested.

B.1.4 These forecasts shall be for minutes of use at the busy hour for each service requested. They will be broken down by each Point of Interconnection and be for each quarter for the following two years. These forecasts will be revised and exchanged every six months in January and July of each year.

B.1.5 The purpose of these forecasts is to permit the Access Provider to plan the dimensioning of its Network for the Requested Services. They will be provided on a best efforts basis. However the Access Provider will be responsible for its investment decisions.

B.1.6 If the Access Seeker's actual traffic levels are below the forecast levels by more than 20%, the Access Provider may recover any wasted expenditure undertaken as a direct result of these forecasts.

B.1.7 If the Access Seeker's traffic levels exceed those forecasted by the Access Seeker, the Access Provider is not obligated to carry the excess traffic, but shall use reasonable endeavours to meet the additional requirements.

B.1.8 The Interconnection Management Committee shall establish a Joint Technical Working Group of nominated officers. The purpose of the Group will be to exchange information and co-ordinate the planning of the interconnected Networks so that services can be provided efficiently and operational problems avoided. The Group may prepare a Network plan to guide the provision of Interconnection and other Services between the Parties.

## B.2 Facilities Services

- B.2.1 **Scope:** This section sets out the ordering, forecasting, provisioning and implementation processes for facilities required from the Access Provider. It covers the following facilities services:
- (a) [Declared Service 3]
  - (b) [Declared Service 4]
  - (c) [etc]
- B.2.2 **Service Request:** The Access Seeker requiring the services as listed in Clause B.2.1 above from the Access Provider must apply in accordance with the procedure in Attachment A.
- B.2.3 **Feasibility Studies:** Unless the Access Provider has stated in a Preliminary Response that the Service Request will not be met as set out in Clause A.3.2, it will undertake a feasibility study. This study will establish whether it is technically, physically and economically feasible to provide the Service Request in the locations indicated.
- B.2.4 The feasibility study will examine whether there is sufficient space available after taking into account the Access Provider's (and any other co-located operator's) reasonable plans for any changes at the location, and whether there is sufficient support resources, including power and air conditioning, for the services requested. It will also take into account any restrictions placed on the site's usage by any landlord, rights of usage, planning or environmental authority or other relevant body.
- B.2.5 If the facilities service is a Point of Interconnection, the feasibility study will establish what form of interconnection (co-location, customer sited interconnection or in-span interconnection) is most appropriate to meet the Service Request after taking into account the factors described in B.2.4, along with the feasibility of any alternatives.
- B.2.6 On the completion of the feasibility study the Access Provider will decide whether the Service Request can be met or cannot be met, and if it can be met, the preliminary estimate of the cost to the Access Seeker and the timescales for provision. The decision will be provided to the Access Seeker as the Considered Response (as set out in Clause A.3.4). The Considered Response for Facilities will also provide an estimate of the time and cost of drawing up a firm estimate for the cost and delivery date for the Service Request. It will also indicate whether there are any important constraints on the Service Request, such as closure plans, access restrictions, lack of expansion space etc.
- B.2.7 If the Access Provider concludes that the Service Request cannot be met, the Access Provider shall give verifiable reasons for its decision. If the Access Seeker is not satisfied with the response or preliminary commercial terms, it may submit a revised Service Request or escalate the issue in line with Attachment H.
- B.2.8 As set out in Clause A.3.4, the Access Provider will provide a Considered Response within 30 days of the receipt of the Service Request (or of further information if this has been requested under Clause A.3.2). The Considered Response may indicate that additional time is required to complete the feasibility study for assessment, as set out in Clause A.3.4(d).

- B.2.9 **Proposed Facility Order:** The Access Seeker may submit a Proposed Facility Order following the completion of the Feasibility Study and the provision of the Considered Response. The Proposed Facility Order will set out:
- (a) The specific services required;
  - (b) The location at which the services are required;
  - (c) The date at which the services are required;
  - (d) Relevant technical and physical specifications;
  - (e) Access requirements; and
  - (f) Any other relevant specifications.
- B.2.10 The Access Provider will acknowledge the receipt of the Proposed Facility Order within two days and indicate the deadline for the submission of the Firm Estimate. It will also invoice the Access Seeker for the cost of drawing up the Firm Estimate, as set out in the Considered Response (see Attachment A above).
- B.2.11 The Access Provider will then provide the Access Seeker with a Firm Estimate for the cost of providing the Service Request and a firm delivery date. It will also set out the commercial terms for the service and any testing or other acceptance processes and timescales. The Firm Estimate will be provided within the timescales set out in the Proposed Facility Order Acknowledgement.
- B.2.12 **Firm Facility Order:** The Access Seeker may then submit a Committed Facility Order after it has received the Firm Estimate. This will commit the Access Seeker and the Access Provider to the implementation of the Proposed Facility Order. If the Committed Facility Order is sufficiently different from the Proposed Facility Order so that the estimates of cost and delivery timescales are no longer valid, the Access Provider may reject the Committed Facility Order and require the Access Seeker to submit a new Proposed Facility Order.
- B.2.13 The Access Provider shall then issue an Order Acknowledgement to the Access Seeker. This confirms that the order has been received, is correctly completed, and is being processed. All delivery timescales are measured from the time at which the Committed Facility Order Acknowledgement is issued.
- B.2.14 Once the Order Acknowledgement has been issued, the Access Provider will invoice the Access Seeker for 50% of the advanced rental or other sums as set out in the commercial terms in the Firm Estimate. Once the Order Acknowledgement has been issued the Access Seeker is liable for the payment of the remaining sums if it subsequently decides to cancel the Firm Order.
- B.2.15 **Delivery and testing:** The Access Seeker and Access Provider will agree and implement a testing and acceptance programme as appropriate to the service requested.
- B.2.16 Once the requested service has been delivered, the Access Provider will invoice the Access Seeker for the remaining 50% of the advanced rental or other sums as set out in the commercial terms in the Firm Estimate.
- B.2.17 **Quality of service:** The Access Provider shall deliver facilities services in line with the targets set out in Table B.1. These targets exclude any delays caused by the Access



Seeker. The delivery targets for other facilities will be agreed between the Access Provider and the Access Seeker.

**Table B.1: Timeframes for delivery of facilities services**

Action	Timeframe
Feasibility Study and Considered Response to Service Request	
Proposed Facilities Order	
Proposed Facilities Order acknowledgement and issue of first invoice	
Confirmed Facilities Order	
Confirmed Facilities Order acknowledgement	
Delivery confirmation	
Delivery of facilities	
Issue of second invoice	

### **B.3 Network Changes and Data Amendments**

B.3.1 Network changes may be required by one Party that affect the other Party. This includes changes to the Network structure or operation as well as:

- (a) closing, replacing or relocating a switch or GMSC in respect of which an interconnection link is connected;
- (b) decommissioning an interconnection link or a link with wholesale leased circuits;
- (c) closing a POI;
- (d) decommissioning co-location sites;
- (e) closing shared sites or facilities;
- (f) de-activating Services.

B.3.2 Network changes may be:

- (a) required by the Access Provider as part of Network development; or
- (b) requested by the Access Seeker.

- B.3.3 Where the Network change is requested by the Access Seeker for the provision of new services, this shall be handled as part of the provisioning processes under Clauses B.1 to B.2.
- B.3.4 Where the Network change is requested by the Access Seeker for the decommissioning of services supplied by the Access Provider, this shall be handled under the Decommissioning process in Clause D.5.
- B.3.5 At least two Calendar Months notice shall be provided by the Requesting Party to the other Party for each Network change that will impact on the other Party's Network. The Requested Party shall respond within one Calendar Month with an estimate of the costs involved in responding to the changes within its own Network.
- B.3.6 The Requesting Party shall pay the costs of the Requested Party for the impact the Network change has on the Requested Party's Network.
- B.3.7 If the Requested Party believes that it is not in a position to proceed with the requested Network change, either within the timescales requested or in any circumstances, the Requested Party shall advise the Requesting Party within 10 Working Days of receipt of the request. In these circumstances both Parties shall make all reasonable endeavours to resolve the situation, including recourse to the dispute resolution process if required.
- B.3.8 Both Parties shall endeavour to minimise the number of data management amendments in each other's Network by minimising the level of digit analysis carried out in their respective Networks to that required to ensure efficient call routing and agreed billing information.
- B.3.9 In order to ensure the timely implementation of data management amendments, notice of data management amendments shall be provided by the Requesting Party to the Requested Party at least two calendar months in advance of the requested implementation date.
- B.3.10 Data management amendments required to activate new geographic or mobile number ranges allocated or amended by NICTA shall be carried out on a free of charge basis.
- B.3.11 If the Requested Party believes that it is not in a position to proceed with the requested data management amendment, either within the timescale requested or in any circumstances, the Requested Party shall advise the Requesting Party within 10 Working Days of receipt of the request. In these circumstances, both Parties shall make all reasonable endeavours to resolve the situation, including recourse to the dispute resolution process if required.
- B.3.12 The Access Provider is required to give the Access Seeker six calendar months written notice of decommissioning, closing or relocation of Network elements and one calendar month notice of other Network changes that impact the services provided to the Access Seeker or require the Access Seeker to make changes in their Network.
- B.3.13 If decommissioning is to occur where physical interconnection has been established, the Access Provider will, if requested by the Access Seeker within 30 Calendar Days after receiving a notice under Clause D.5.1, offer alternative interconnection solutions to the Access Seeker. The alternative interconnection solutions must, to the extent feasible, be comparable in terms of cost and functionality and, if accepted by the Access Seeker within 60 Calendar Days from the date of the offer, must permit the full implementation of the alternative interconnection solutions. Nothing in this Clause

prevents the decommissioning from occurring on the expiry of the decommissioning period provided that the Access Provider has complied with this Clause.

- B.3.14 If decommissioning is to occur where virtual interconnection has been established then the Access Provider will arrange for the connection of wholesale leased circuits to the alternative or relocated Tandem (transit) Switch, GMSC or POI prior to the decommissioning.

## **ATTACHMENT C: Traffic Management**

### **C.1 Traffic Routing Principles**

- C.1.1 As a general principle, each Party shall be responsible for routing traffic in the most practical and efficient manner, having regard to the Network configuration and current Network conditions such as congestion and known faults.
- C.1.2 Each Party will make reasonable efforts to ensure that all calls to the Network of the other Party are successfully routed, using overflows to alternative routing if necessary and possible.
- C.1.3 Calls shall be handed over at the Point of Interconnection.

### **C.2 Handling Congestion and Unplanned Network Outages**

- C.2.1 In the event of congestion occurring on one or more of the interconnection links, the originator of the traffic may take appropriate action as required to re-route the traffic in order to reduce the effect of the congestion.
- C.2.2 If either Party is aware of congestion occurring, they shall inform the other Party of:
- (a) the existence of the congestion;
  - (b) the actions being taken by the first-mentioned Party to reduce the impact of the congestion; and
  - (c) the outcome of those actions.
- C.2.3 Both Parties agree to work together in good faith to resolve congestion issues by planning as necessary further interconnection capacity or amendments to traffic routing plans in an expedient manner.
- C.2.4 For the avoidance of doubt, the Access Seeker is responsible for the ordering of any additional services required in order to ensure that sufficient capacity is available to minimise ongoing congestion problems.
- C.2.5 In the event of an unplanned Network outage in the Access Provider's Network, it is the responsibility of the Access Provider to use its reasonable endeavours to re-route the traffic or otherwise mitigate the impact of the outage on the Access Seeker.
- C.2.6 The Access Provider shall inform the other Party of
- (a) the existence of the Network outage;

- (b) the action being taken by the Access Provider to reduce the impact of the Network outage; and
- (c) the outcome of those actions.

C.2.7 The Network outage will be handled under the provisions in Clause F.5 for faults generally.

## **Attachment D: Technical**

### **D.1 Technical Standards - General**

- D.1.1 The technical standards applying to this Offer and to the provision of Services contained in an Interconnection Agreement made pursuant to this Offer shall be standards adopted by the International Telecommunications Union or by the European Telecommunications Standards Institution. Where those standards provide for alternatives, the alternatives that shall apply to this Offer shall be those which are compatible with those used by [PARTY A].
- D.1.2 In general, each Operator Licensee is responsible for lawful interception within its own Network.

### **D.2 Specifications and Requirements**

- D.2.1 [Add clauses as necessary]

### **D.3 Numbering**

- D.3.1 Each Party shall give the other at least three months notice of any new numbering ranges that it proposes to implement or of any changes in its numbering structure that will necessitate modifications in the other Party's Network.

### **D.4 Synchronisation**

- D.4.1 The Parties shall interconnect with each other on the synchronous mode of synchronisation.
- D.4.2 The synchronisation Network will comply with ITU -T Recommendation G 803.
- D.4.3 A standard synchronisation source will be provided by the Access Provider at each Point of Interconnection. The Access Seeker may choose to synchronise their equipment from these sources.

### **D.5 Decommissioning**

- D.5.1 Either Party may, for whatever reason upon giving no less than six Calendar Months (decommissioning period) prior written notice to the other Party:
- (a) close, replace or relocate a switch or GMSC in respect of which an interconnection link is connected;
  - (b) decommission an interconnection link;
  - (c) close a POI, shared sites or shared facilities; or
  - (d) decommission co-location sites.

- D.5.2 Where the Access Provider is requesting the decommissioning, this shall be handled as a Network change subject to Clause B.3.
- D.5.3 Subject to Clauses D.5.4 and D.5.5, the Access Seeker shall be responsible for and bear all direct costs incurred by both Parties in carrying out the decommissioning. Direct costs are limited to removal of equipment and cabling at the POI, switch, GMSC, shared site or shared facility.
- D.5.4 Each Party will bear its own costs of recovering its own part of an interconnection link.
- D.5.5 When the request for decommissioning is at the direction of a third party pursuant to a legal obligation binding on the Access Seeker, each Party shall bear its own costs associated with the decommissioning together with the direct costs incurred by that party in respect of the establishment of alternative arrangements necessary to support the provision of Services provided at the time of the decommissioning.
- D.5.6 If decommissioning is to occur where virtual interconnection has been established then the Access Seeker must also comply with the terms and conditions under which wholesale leased circuits are supplied by the Access Provider (including the payment of any early termination payments).
- D.5.7 For the avoidance of doubt, decommissioning will not remove any of the Access Seeker's liabilities under the Interconnection Agreement.

## **D.6 Quality of Service**

- D.6.1 The Access Provider will provide Services to the Access Seeker at the same level of Quality of Service as for its services or those of its subsidiaries or companies.
- D.6.2 Both Parties shall be responsible for regularly measuring and monitoring the traffic and Quality of Service on the interconnection links between their Networks, and will do so in real time or as close to real time as possible.
- D.6.3 Pursuant to Clause B.1.7, where the Access Seeker's traffic exceeds their forecasted traffic levels, this traffic might not be carried by the Access Provider at the same level of Quality of Service as for its services or those of its subsidiaries or companies.

## **ATTACHMENT E: Billing for Services**

### **E.1 Charging Principles**

E.1.1 Delivered services and related installation and usage charges will be invoiced according to the principles and procedures defined in this Attachment. The value of charges will be calculated using the prices as defined in the Interconnection Price List, the Wholesale Price List, or (in the case of Wholesale Site Services and Wholesale Facility Services) the relevant Firm Estimate.

#### **E.1.2 [Example] Fixed Call Termination Service:**

E.1.2.1 For any terminating fixed voice call that terminates in the Access Provider's Network, the Access Provider will collect the terminating fixed voice charge from the Access Seeker. For the avoidance of doubt, the terminating fixed voice call service is not provided for termination of calls to third party Networks.

E.1.2.2 Both parties shall collect a CDR for each individual terminating fixed voice call.

E.1.2.3 The CDRs collected by the Access Provider will be the source of the data used by the Access Provider to invoice for the terminating fixed voice call service.

E.1.2.4 The calculation of charges for the terminating fixed voice call service will be based on the number of calls and their duration recorded on the basis of the number of applicable Billing Units and in accordance with the applicable rates specified in the Interconnection Price List.

E.1.2.5 Calls shall be charged based on the initiation of use and for the duration of use of the circuit for the call. The use of a circuit shall start at the time the circuit used for the call is seized and end at the time the circuit is released. All successful calls are charged.

E.1.2.6 If the duration of a call extends over two or more charge rate periods, the call shall be charged as a single call using the charge rates applicable at the commencement of the call.

E.1.2.7 Calls that cross over into the next billing period shall be billed in the billing period in which those calls end.

#### **E.1.3 [Example] Mobile Call Termination Services:**

E.1.3.1 For any terminating voice call that terminates in the Access Provider's mobile Network, the Access Provider will collect the terminating mobile voice charge from the Access Seeker. For the avoidance of doubt, the terminating mobile voice call service is not provided for termination of calls to third party Networks.

E.1.3.2 Both parties shall collect a CDR for each individual terminating mobile voice call interconnected from the Access Seeker to the Access Provider.

E.1.3.3 The CDRs collected by the Access Provider will be the source of the data used by the Access Provider to invoice for the terminating mobile voice call service.

E.1.3.4 The calculation of charges for the terminating mobile voice call service will be based on the number of calls and their duration recorded on the basis of the

number of applicable Billing Units and in accordance with the applicable rates specified in the Pricing Schedule.

E.1.3.5 Calls shall be charged based on the initiation of use and for the duration of use of the circuit for the call. The use of a circuit shall start at the time the circuit used for the call is seized and end at the time the circuit is released. All successful calls are charged. Charges shall be expressed in per second units.

E.1.3.6 If the duration of a call extends over two or more charge rate periods, the call shall be charged as a single call using the charge rates applicable at the commencement of the call.

E.1.3.7 Calls that cross over into the next billing period shall be billed in the billing period in which those calls end.

**E.1.4 Terminating mobile short message service (SMS) calls:**

E.1.4.1 For any terminating SMS call that terminates in the Access Provider's mobile Network, the Access Provider will collect the terminating mobile SMS charge from the Access Seeker. For the avoidance of doubt, the terminating mobile SMS call service is not provided for termination of calls to third party Networks.

E.1.4.2 Both parties shall collect a CDR for each individual terminating mobile SMS call interconnected from the Access Seeker to the Access Provider.

E.1.4.3 The CDRs collected by the Access Provider will be the source of the data used by the Access Provider to invoice for the terminating mobile SMS call service.

E.1.4.4 The calculation of charges for the terminating mobile SMS call service will be based on the number of calls recorded on the basis of the number of applicable Billing Units and in accordance with the applicable rates specified in the Pricing Schedule.

E.1.4.5 Notwithstanding when an SMS call is initiated by the calling Customer, calls that are not passed over the POI to the Access Seeker for termination until the next billing period shall be billed in the billing period in which those calls were passed.

**E.1.5 [Example] Terminating mobile multimedia message service (MMS) calls:**

E.1.5.1 For any terminating mobile data call that terminates in the Access Provider's mobile Network, the Access Provider will collect the terminating mobile MMS charge from the Access Seeker. For the avoidance of doubt, the terminating mobile data call service is not provided for termination of calls to third party Networks.

E.1.5.2 Both parties shall collect a CDR for each individual terminating mobile MMS call interconnected from the Access Seeker to the Access Provider.

E.1.5.3 The CDRs collected by the Access Provider will be the source of the data used by the Access Provider to invoice for the terminating mobile MMS call service.

E.1.5.4 The calculation of charges for the terminating mobile MMS call service will be based on the number of calls recorded on the basis of the number of applicable Billing Units and in accordance with the applicable rates specified in the Pricing Schedule.



E.1.5.5 Notwithstanding when a mobile MMS call is initiated by the calling Customer, calls that are not passed over the POI to the Access Seeker for termination until the next billing period shall be billed in the billing period in which those calls were passed.

**E.1.6 [Example] Points of Interconnection:**

E.1.6.1 For any Points of Services the Access Provider will collect the relevant services charges from the Access Seeker.

E.1.6.2 The calculation of charges for co-location services for fixed and mobile services shall relate to the specific service elements that constitute the co-location service at any specific site, and will be in accordance with the applicable rates specified in the Pricing Schedule. The service element charges shall include but shall not be limited to -

- (a) floor space, charged on the basis of a per square metre per period applicable to each individual co-location site or each category of co-location site, which rate shall include provision for building and other site services of the kind normally associated with the operation of land and buildings;
- (b) caging, charged on the basis of a once only provisioning charge for the cost of planning and installing a cage, and, if applicable, the associated costs of re-locating the Access Provider's equipment at the site to enable the cage to be accommodated;
- (c) power, on the basis of a rate per kilowatt/hour attributable in any period to the co-location;
- (d) supervised access charges, based on -
  - (i) the time of day and day of week of the supervised access visit
  - (ii) the duration of the supervised access visit
  - (iii) the qualifications and level of the Access Provider's staff required to provide the supervision
  - (iv) call out, travel and remote attendance charges reflecting the costs that the access causes the Access Provider to bear to provide the supervised access service.

**E.1.7 [Example] Wholesale site and facility sharing services:**

E.1.7.1 For any Wholesale site or facility sharing service the Access Provider will collect the relevant sharing services charges from the Access Seeker.

E.1.7.2 The calculation of charges for wholesale site and facility services shall relate to the specific service elements that constitute the service at any specific site or in respect of any specific facility, and will be in accordance with the rates set out in the Firm Estimate (see Clause B 2.11)

E.1.7.3 The charges for specific elements of site and facility sharing may include but shall not be limited to -

- (a) the rental of space charged on the basis of a per square metre or per cubic metre per period, applicable to each individual site or the nature of each facility, which rate shall include provision for site services and other

- overhead costs of the kind normally associated with the operation of land, buildings, or facilities;
- (b) in the case of a facility, a charge per period reflecting full recovery of the relevant portion of the facility based on the replacement cost of the facility;
- (c) amenity services charges, based on measured or assessed usage of services such as power in any given period;
- (d) installation charges, based on the once only cost of installing and testing equipment on sites or in association with facilities, together with related costs for project management and administration, and for the re-arrangement of other equipment, if required, to enable the site or facility sharing service to be provided;
- (e) supervised access charges, based on -
  - (i) the time of day and day of week of the supervised access visit;
  - (ii) the duration of the supervised access visit;
  - (iii) the qualifications and level of the Access Provider's staff required to provide the supervision;
  - (iv) call out, travel and remote attendance charges reflecting the costs that the access causes the Access Provider to bear to provide the supervised access service.

**E.1.8 [Example] Wholesale National Roaming for Mobile Voice Services:**

- E.1.8.1 Where a mobile service customer of the Access Seeker is provided with roaming service for the conveyance of mobile voice calls by the Access Provider's network, the Access Provider will collect a roaming call in respect of the mobile call from the Access Seeker.
- E.1.8.2 The Access Provider shall collect a CDR for each individual originating and terminating mobile voice call made by the customer when roaming onto the Access Provider's network.
- E.1.8.3 The CDRs collected by the Access Provider will be the source of the data used by the Access Provider to invoice for calls made and received by the Access Seeker's customer when roaming on the Access Provider's network.
- E.1.8.4 The calculation of charges for the mobile voice call service when roaming will be based on the number of calls and their duration recorded on the basis of the number of applicable Billing Units and in accordance with the applicable rates specified in the Pricing Schedule.
- E.1.8.5 Calls shall be charged based on the initiation of use and for the duration of use of the circuit for the call. The use of a circuit shall start at the time the circuit used for the call is seized and end at the time the circuit is released. All successful calls are charged. Charges shall be expressed in per second units.
- E.1.8.6 If the duration of a call extends over two or more charge rate periods, the call shall be charged as a single call using the charge rates applicable at the commencement of the call.

E.1.8.7 Calls that cross over into the next billing period shall be billed in the billing period in which those calls end.

## **E.2 Billing Process**

E.2.1 Billing for usage based services:

E.2.1.1 The usage based services are:

- (a) Fixed Call Termination Service
- (b) Mobile Call Termination Services
- (c) Terminating mobile short message service (SMS) calls
- (d) Terminating mobile multimedia message service (MMS) calls
- (e) [etc]

E.2.1.2 The Access Provider will invoice the Access Seeker for usage based services in arrears for each billing period for the usage incurred up to the end of the billing period for which the invoice is raised.

E.2.1.3 The Access Provider shall not bill for any services provided more than 12 Calendar Months prior to the date of the invoice.

E.2.1.4 The Parties will agree arrangements to ensure that their clocks are synchronised for the purpose of billing peak and off-peak periods. Where a time discrepancy exists, the Access Provider's CDRs shall be taken as the primary source.

E.2.2 **Billing for non-usage based services:**

E.2.2.1 The non-usage based services are:

- (a) Points of Interconnection
- (b) Wholesale Site Sharing
- (c) Wholesale Facility Sharing
- (d) [etc]

E.2.2.2 The Access Provider will invoice the Access Seeker for non-usage based services in advance for each billing period.

E.2.3 Each party (the Invoicing Party) shall use its reasonable endeavours to issue to the other party (the Invoiced Party) within 30 Calendar Days of each billing period an invoice in writing or in such electronic form as may be agreed from time to time.

E.2.4 The billing period is calendar monthly unless otherwise determined by the invoicing Party and notified to the Invoiced Party in advance.

E.2.5 The Invoicing Party may send invoices by way of facsimile transmission on the date of issue of the invoice, followed by a hard copy via post. The preferred method is by electronic exchange of invoice content.

### **E.3 Payment Process**

- E.3.1 Subject to Clause E.4, the Invoiced Party shall pay the amount of the invoice no later than 30 calendar days from the date of the relevant invoice (due date). For the avoidance of doubt, the Invoiced Party shall pay this amount to the Invoicing Party regardless of whether the Invoiced Party has received payment from its customers.
- E.3.2 In addition to charging interest in accordance with this Attachment or exercising any other rights, the Invoicing Party has at law or under the agreement, where an undisputed amount is outstanding and remains unpaid for more than seven calendar days after it is due for payment, the Invoicing Party reserves the right to take action, upon notice to the Invoiced Party, to recover any such amount as a debt due to the Invoicing Party.
- E.3.3 Payments are deemed to be received on the date the payment is received by the Invoicing Party, unless the payment is subsequently dishonoured, in which case, payment is deemed not to have been received until cleared funds are received by the Invoicing Party together with all dishonoured fees and charges.
- E.3.4 If the Invoiced Party does not pay a sum payable by the due date, the Invoicing Party may charge interest on the amount from time to time outstanding in respect of that overdue sum for the period beginning on its due date and ending on the date of the receipt of the overdue sum by the Invoicing Party (both before and after judgement) in accordance with this clause. The Invoiced Party agrees to pay such interest on demand.
- E.3.5 Interest shall accrue on an overdue sum at a fluctuating rate per annum (as calculated by the invoicing party) equal to the sum of three percent and the arithmetic mean of the Bank of Papua New Guinea prevailing from time to time. Where interest in respect of any due and unpaid amount is due to the Invoicing Party, the Invoicing Party may add the amount of such interest to its next invoice.
- E.3.6 Either party may request a joint investigation of invoice discrepancies after that party has conducted comprehensive internal investigation. The joint investigation may include the generation of test calls to the other party's Network.

### **E.4 Verification**

- E.4.1 The Access Provider shall use its reasonable endeavours to provide billing verification of interconnection usage reports for the usage based services with the format set out in Schedule 5 – Billing Verification Usage Reports Format within thirty days from the end of each billing period together with the invoice for the usage based services.
- E.4.2 In addition to the obligation in Clause E.4.1, when there is a dispute in relation to invoices issued, the parties shall exchange the detailed billing verification information as specified in Schedule 6 – Detailed Billing Verification Information.
- E.4.3 In the event that the Access Provider cannot record billing verification information for one or more of the usage based services due to a system error or other faults, upon the

request of the Access Provider, the Access Seeker shall provide billing verification information to the Access Provider for billing purposes.

- E.4.4 Where the billing verification information collected by the Access Seeker is not available under Clause E.4.3, the parties shall negotiate in good faith alternative billing arrangements, such as an estimation based on the previous three month's billing verification information and as appropriate in the circumstances.

## **E.5 Billing Errors and Disputes**

- E.5.1 If the Invoiced Party discovers an error in an invoice given by the Invoicing Party, it shall notify the Invoicing Party as soon as practicable. The Invoicing Party shall make the adjustment necessary to correct that error in its next invoice, if it is able to verify the error.
- E.5.2 If the Invoicing Party has omitted or miscalculated charges from an invoice, the Invoicing Party may include or amend (respectively) those charges in a later invoice, as long as the Invoicing Party is able to substantiate these charges to the Invoiced Party and the inclusion or amendment is made within six months of the issuing of the invoice.
- E.5.3 If the Invoiced Party makes an overpayment in error, it shall notify the Invoicing Party accordingly within thirty calendar days of the date on which the overpayment was made with sufficient details for the invoicing party to be able to identify the overpayment. If the Invoicing Party verifies the overpayment, the Invoicing Party shall return the amount overpaid to the Invoiced Party.
- E.5.4 Notwithstanding any other provision in this Attachment, interest shall not accrue or become payable in respect of sums added to an invoice in error.
- E.5.5 The parties acknowledge that invoices cannot be warranted as being free from errors.
- E.5.6 (a) If the Invoiced Party wishes to dispute in good faith an invoice prepared by the Invoicing Party (billing dispute), the Invoiced Party must notify the Invoicing Party in writing (billing dispute notice) within 30 calendar days after the date of that invoice (billing dispute notification period). Such notices must be sent to the Billing Representative as nominated from time to time
- (b) The Invoiced Party may not invoke the dispute procedure in this Clause if the disputed sum is less than [KINA AMOUNT].
- E.5.7 A billing dispute may only arise where the Invoiced Party has reasonable grounds to believe that an error has arisen from one of the following circumstances:
- E.5.7.1 The Invoicing Party's billing system is, or has been, defective or inaccurate in respect of the recording of the calls that are subject of the dispute.
- E.5.7.2 There is, or has been, a discrepancy between the invoice in dispute and the records generated by the Invoicing Party's billing system.
- E.5.7.3 There is, or has been, a fraud perpetrated by the Invoicing Party.
- E.5.7.4 The Invoicing Party has made some other error in respect of the recording of the calls or calculation of the charges that are the subject of the billing dispute.
- E.5.8 A billing dispute notice must specify:
- E.5.8.1 The reasons for which the Invoiced Party disputes the invoice

E.5.8.2 The amount in dispute

E.5.8.3 Details required to identify the relevant invoice and charges in dispute including:

- (a) the account number
- (b) the invoice reference number
- (c) the invoice date
- (d) the invoice amount
- (e) the detailed billing verification information.

- E.5.9 For the avoidance of doubt, no invoices may be disputed after the expiration of the billing dispute notification period.
- E.5.10 The Invoiced Party agrees to pay the undisputed portion of any invoice in accordance with the normal payment procedures as set out in this Attachment. If the dispute is resolved against the party initiating the dispute, that party shall be required to pay interest at the rate specified in Clause E.3.5 on the amount payable by the Invoiced Party.
- E.5.11 Where the Invoiced Party has paid an amount and subsequently notifies the Invoicing Party of a billing dispute in relation to that amount within the billing dispute notification period, the Invoicing Party is not obliged to refund any or all of that amount until the billing dispute is resolved in respect of that amount. The Invoicing Party is not required to pay interest on any amount refunded under this clause.
- E.5.12 The Parties agree to use their reasonable endeavours to promptly resolve any billing dispute.
- E.5.13 If the Parties are unable to resolve any billing dispute within thirty calendar days (or such other period as the parties may agree) from the date on which the billing dispute notice is received (negotiation period), either Party may seek the consent of the other Party to extend the period for resolution of the billing dispute stating the exceptional reasons for such extension. The other Party is, however, under no obligation to agree to such extension.
- E.5.14 Once the negotiation period and any extension granted under Clause E.5.13 has expired, either Party may refer a billing dispute to the billing dispute escalation procedure by notifying the other Party's billing representative.
- E.5.14.1 Under the billing dispute escalation procedure, each Party shall then appoint a designated representative that has authority to settle the billing dispute, and that is at a higher level of management than the persons with direct responsibility for the billing administration.
- E.5.14.2 The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the billing dispute and negotiate in good faith in an effort to resolve such billing dispute.
- E.5.14.3 The specific format for such discussions will be left to the discretion of the designated representatives, however, all reasonable requests for relevant information made by one party to the other party shall be honoured.
- E.5.15 Once a billing dispute has been resolved to the parties' satisfaction, any sum to be paid or repaid shall be paid within 15 Working Days by the relevant Party.

- E.5.16 Although it is the good faith intention of the Parties to use the above billing dispute resolution procedures to the fullest extent to try to solve billing disputes, nothing in this Attachment shall prevent either Party pursuing any other remedy in law or equity that may be available to it if a billing dispute cannot be resolved to its satisfaction.
- E.5.17 If the billing dispute has not been resolved within three months of the start of the negotiation period, then either Party may refer the dispute to the general dispute resolution procedure as in Attachment H.

## **E.6 Billing Representatives**

- E.6.1 Enquiries relating to billing, collecting and settlement arrangements or in relation to Network and operation billing issues must be directed to the nominated billing representative of the other party. Billing dispute notices must be sent to these representatives.
- E.6.2 Either party may at any time nominate another billing representative, provided that 14 Calendar Days' prior notification of such appointment is given.
- E.6.3 Nominated billing representatives shall keep the Interconnection Management Committee advised on the current status of billing disputes.

## **ATTACHMENT F: Fault detection, handling and rectification**

### **F.1 Operations and Maintenance Responsibility**

F.1.1 Each Party shall be responsible for the operations and maintenance of its own Network facilities and Network services.

### **F.2 Operational Procedures Manual**

F.2.1 All operations and maintenance activities shall be undertaken by the Parties in accordance with the Operational Procedures Manual which shall be developed as part of the Interconnection Agreement.

F.2.2 Within 60 Calendar Days of the Effective Date of the Interconnection Agreement the Parties shall meet (as frequently as may be necessary) to develop the Operational Procedures Manual for the continued provision of Services under the Interconnection Agreement.

F.2.3 The parties shall use all reasonable endeavours to complete the Operational Procedures Manual within 180 Calendar Days of the Effective Date of the Interconnection Agreement to complete the development of the Operational Procedures Manual. Until the Operational Procedures Manual is completed, the Access Provider will advise the Access Seeker of the interim operational procedures to apply, based on its own current procedures.

F.2.4 Subject to the completion of the development of the Operational Procedures Manual, the parties shall conduct their maintenance activities in respect of Services in accordance with this Attachment.

F.2.5 The Operational Procedures Manual will set out, among other matters:

- Joint Network planning
- Network monitoring and management
- Fault management processes and repair responsibilities
- Maintenance processes
- Equipment, circuit and systems testing procedures
- Interconnection traffic management
- Processes for staff access to co-location sites and shared sites and facilities

along with any forms and procedures needed to support smooth and efficient operation between the Parties.

### **F.3 Network Monitoring and Supervision**

F.3.1 Each Party to the agreement shall be responsible for monitoring its own Network and for taking early action to identify and prevent operations that may interfere with or disrupt the continued provision of Services.



F.3.2 Each Party shall operate a Network Operations Centre, the role of which shall include the monitoring and supervision of its own Network on a full-time basis; that is 24 hours a day, seven days a week.

F.3.3 If a test is likely to affect an Service, it shall not be carried out until its timing and duration have been agreed between the Parties.

#### **F.4 Fault Reporting**

F.4.1 The Parties shall be responsible for examining the operations of their own Networks before reporting the existence of faults to the other Party.

F.4.2 **Fault reporting systems:** Each Party shall establish and maintain a fault reporting service that allows Retail Customers who are directly connected to the Network of that Party and to whom that Party supplies services to report faults relating to any Network or service.

F.4.3 **Customer notification:** Each Party will advise all of its directly connected Retail Customers to report all faults to the fault reporting service described in Clause F.4.2.

F.4.4 **Non-discriminatory fault reporting and identification:** Each Party shall perform fault reporting and identification on a non-discriminatory basis.

#### **F.5 Fault Management and restoration responsibility**

F.5.1 **Network fault responsibility:** The Party in whose Network the fault occurs is responsible for responding to the fault report, attending the fault (if appropriate), rectifying the fault and restoring services.

F.5.2 **Transmission service faults:** The Party that supplies transmission services is responsible for maintaining and repairing that transmission service, notwithstanding that the transmission service may be used in the other Party's Network.

F.5.3 **Major inter-working faults:** If a major fault occurs which affects a communication that crosses or is to cross both Parties' Networks, initial responsibility for identifying the fault rests with the Party who first becomes aware of the fault.

F.5.4 **Faults affecting other Networks or Equipment:** If a Party identifies a fault occurring in its Network or with its Network facilities which may have an adverse effect on the other Party's Network, Network facilities, Network services or Equipment, the first-mentioned Party shall promptly inform the other Party of:

(a) the existence of the fault;

(b) the actions being taken by the first-mentioned Party to restore service and to further identify and rectify the fault; and

(c) the outcome of those actions.

F.5.5 Each Party is responsible for establishing and maintaining a fault reporting service at its own cost irrespective of the location of the fault.

F.5.6 **Fault priority:** Each Party shall give priority to faults that:

(a) involve a critical alarm in an exchange;

(b) have the highest service loss impact in terms of the number of Retail Customers affected;

(c) have been reported on previous occasions and have recurred.

F.5.7 **Non-discrimination:** Each Party shall rectify faults on a non-discriminatory basis.

## F.6 Fault response and rectification Standards for Services

F.6.1 **Target times:** Each Party shall use its best endeavours to respond to and rectify faults of a type listed in the following table in accordance with the relevant response and rectification timeframes shown in the table below:

TABLE F.1 FAULT RESPONSE TIMES

Priority Level	Fault Types (Key examples)	Response Time	Restoration Time
Low			
Medium			
High			

F.6.2 **Registration and numbering:** All faults affecting the provision of Services shall be registered and given a unique identification number to assist the Parties in monitoring fault response and rectification. The registration numbers used by each Party shall be available to the other Party to minimise confusion in the fault response and fault recognition.

F.6.3 **Hours of fault reporting:** The Access Provider shall maintain a twenty four (24) hours a day, seven (7) days a week fault reporting service.

## F.7 Planned Maintenance

F.7.1 **Planned maintenance:** If a Party intends to undertake planned maintenance that may affect the other Party's Network, the Party must:

- (a) provide at least ten (10) Business Days notice of the planned maintenance;
- (b) use its reasonable endeavours to minimise any disruption to the carriage of communications which cross or are to cross both Parties' Networks, and which are caused by the maintenance or re-routing; and
- (c) where practicable and agreed by the Parties, provide alternative routing or carriage at no additional cost to the Access Seeker.

F.7.2 **Planned maintenance windows:** A Party shall undertake planned maintenance within windows of time agreed with the other Party, and where the windows of time for such planned maintenance have the least effect on end-users.

F.7.3 **Annual Planned Network Maintenance Program:** Each Party shall submit to the other its annual planned Network maintenance program and the amendments made to the

program from time to time. The Parties need not include information associated with maintenance that will not have any impact on the operation of Services.

## **F.8 Emergency Maintenance**

- F.8.1 If a Party needs to undertake emergency maintenance that may affect the other Party's Network or the provision of an Service, the Party must, if it is reasonably able to do so:
- (a) provide at least one (1) Calendar Day's notice of the maintenance;
  - (b) use its reasonable endeavours to minimise any disruption to the carriage of communications which cross or are to cross both Parties' Networks, and which are caused by the maintenance or re-routing; and
  - (c) where practicable and agreed by the Parties, provide alternative routing or carriage at no additional cost to the other Party.
- F.8.2 For the avoidance of doubt, nothing in this Offer shall prevent a Party from taking whatever action is reasonably necessary, without notice and whenever required, to protect its Network and employees, contractors and agents from physical harm or injury.

## **ATTACHMENT G: Network Protection and System Safety**

### **G.1 Prevention of Harm and Injury**

G.1.1 Each Party must take reasonable measures to ensure its staff, employees, contractors and agents do not cause physical harm or injury to the other Party's Network or personnel.

### **G.2 Interference and Obstruction**

G.2.1 Neither Party must do anything, or knowingly permit any third person to do anything, in relation to a Network facilities, Network services or equipment which:

- (a) causes interference; or
- (b) materially obstructs, interrupts or impedes the continuous use or operation of, the Network facilities, Network services or equipment of the other Party.

G.2.2 **Notice of interference and rectification:** If one Party (Notifying Operator) notifies the other Party that the other Party's Network facilities, Network services or equipment is causing interference to the Notifying Operator's Network facilities, Network services or equipment:

- (a) the other Party shall rectify the situation so that no interference is caused within 24 hours of receiving notice from the Notifying Operator; or
- (b) if the other Party is not able to locate the source of the interference within 24 hours the other Party shall promptly notify the Notifying Operator, and both Parties shall meet within 24 hours of such notice and jointly examine each other's Network facilities, Network services or equipment to locate the source of the interference.

## ATTACHMENT H: Dispute Resolution

### H.1 General Process

- H.1.1 The Parties will encourage their staff and employees to resolve disputes that arise in the provision of Services at the lowest practical levels in their respective organisations.
- H.1.2 Notwithstanding Clause H.1.1, the Parties will instruct their staff and employees to escalate disputes that are not expeditiously resolved at lower working levels.
- H.1.3 Nothing in this Attachment shall reduce the Parties' rights to redress under the laws of Papua New Guinea.

### H.2 Escalation of Disputes

- H.2.1 Without prejudice to the right of either party to refer the matter to any other administrative or judicial body which has lawful jurisdiction or authority over the dispute and the Parties with respect to the dispute at any time, either party may escalate a dispute to a higher level in the dispute resolution hierarchy outlined in the table below. Although it is expected that disputes that cannot be resolved at one level in the dispute resolution hierarchy should be escalated to the next higher level, a Party may decide to escalate the dispute more rapidly if in its consideration the severity and potential impact of the dispute on the provision of Services and on Customers warrants such accelerated escalation.

TABLE H.1 DISPUTE RESOLUTION PROCESS

Level in Dispute Resolution Hierarchy	Description	Examples of the types of disputes that are typically expected to be resolved at this level
Low		
Medium		
High		

### H.3 Inter-Party Dispute Resolution Working Groups

- H.3.1 Where disputes over the provision of Services arise between the Parties, and where it appears unlikely that the dispute will be resolved by normal dealings between the staff and management of the Parties, either Party may require the establishment of an Inter-Party Dispute Resolution Working Group.
- H.3.2 Inter-Party Dispute Resolution Working Groups shall comprise a management level representative of each Party and shall be responsible for investigating the nature of the dispute and the means by which it might be most equitably and sensibly resolved. Inter-Party Dispute Resolution Working Groups shall be responsible for recommending to

both Parties changes in procedures and working methods that might reduce the likelihood of disputes of the type under investigation recurring.

- H.3.3 Inter-Party Dispute Resolution Working Groups shall adopt processes and methods of working that appear to be expedient and efficient to the members having regard to the nature and complexity of the issues associated with the dispute and its possible means of resolution.
- H.3.4 Inter-Party Dispute Resolution Working Groups shall report to the Interconnection Management Committee and shall be responsible to that Committee for addressing and, where possible, resolving the dispute or disputes referred to them in an efficient and expeditious manner.

#### **H.4 Resolution of disputes at Chief Executive level**

- H.4.1 Either Party may escalate a dispute to the Chief Executive level where it appears that there is little likelihood of the Interconnection Management Committee resolving the matter and where the gravity and potential impact of the dispute on the timely provision of Services warrants such an escalation.
- H.4.2 The Chief Executives shall adopt whatever process for examining and, if possible, resolving the dispute as appears to them to be appropriate having regard to the nature and complexity of the issues associated with the dispute and its possible means of resolution.

### **Schedule 1: Points of Interconnection**

[For each POI, the Schedule should specify:

- Name of POI
- Location (including postal address)
- Switch manufacturer and model
- Signalling transfer point number
- Terminating number ranges handled by switch
- Capacity
- Scope for physical co-location and facility sharing]

## **Schedule 2: Contact personnel**

[This schedule will set out the key contact people for the administration of the Interconnection Agreement for both the Parties, with the following details:

- Name
- Title
- Interconnection matters for which the person is responsible
- Email address
- Telephone numbers (work fixed, mobile and after hours)
- Office address
- Name and mobile phone number of deputy (for cases of holidays etc)]



**Schedule 3: SS7 and ISUP specifications**

[This schedule will set out the signalling specifications as agreed between the Parties.]

#### **Schedule 4: Interconnection testing procedures**

[This schedule will set out the interconnection testing procedures and timescales as agreed between the Parties.]

### **Schedule 5: Price List**

[This schedule will list, for each of the declared services covered by the RIO, the applicable wholesale prices and charges and any other relevant pricing information.]