



# **Review of Maltacom plc Reference Interconnection Offer**

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**Consultation and Proposed Decision**

**January 2007**

**Malta Communications Authority**

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## **Executive Summary**

During 2002, the Malta Communications Authority (“MCA”) designated Maltacom plc (hereafter “Maltacom” or “the Company”) with a Dominant Market Position (“DMP”) status. Subsequently, in January 2003, Maltacom published its first Reference Interconnection Offer (“RIO”). Since then, Maltacom’s RIO has been modified to reflect new obligations (such as the provision of carrier selection). Apart from such minor changes, the document has remained substantially the same. The obligation on Maltacom to publish a RIO has been maintained in recent Decisions published by the MCA concerning Significant Market Power (“SMP”) in various markets.

In its 11<sup>th</sup> Implementation Report, the European Commission observed that the conclusion of interconnection agreements with the fixed incumbent i.e. Maltacom, has so far proved to be rather difficult. Recent interconnection negotiations with other authorised operators also met various difficulties. To this end, the MCA has undertaken a review of Maltacom’s RIO in order to introduce improvements thereto, with the ultimate objective of facilitating the interconnection process. In this consultation, the MCA proposes a number of amendments to specific clauses of the RIO, revisions to the various timelines set out in the RIO as well as revisions to the forecasting process included in the said RIO.

## **1 Introduction**

During 2002, the Malta Communications Authority (“MCA”) designated Maltacom plc (hereafter “Maltacom” or “the Company”) with a Dominant Market Position (“DMP”) status. This designation brought into effect various legislative and regulatory obligations relating to interconnection. In January 2003, Maltacom published its first Reference Interconnection Offer (“RIO”). In May 2003 the MCA recommended various amendments to the RIO. However, although Maltacom’s RIO was subsequently amended to reflect new obligations (e.g. the provision of carrier selection) the document has remained substantially the same.

In the interim a new legislative framework for the regulation of electronic communications services was adopted in Malta. Maltacom has been designated by the MCA as having significant market power in the wholesale call origination market and the wholesale call termination market. As the local market evolves, other authorised operators (“OAOs”) are demanding interconnection with Maltacom.

In accordance with Regulation 18 of the Electronic Communications Networks and Services (General) Regulations, 2004, the MCA has undertaken a review of Maltacom’s RIO with a view of facilitating the process of interconnection and, in general, of ensuring that Maltacom complies with access and interconnection obligations incumbent on it under relevant legislation. This consultation and proposed statement of decision summarises the MCA’s review of the said RIO and highlights a non-exhaustive list of specific areas for improvement, in particular with respect to the following:

- Amendments to specific clauses of the RIO;
- Application for interconnection services;

- Timelines specified from initiation to completion of the interconnection process;
- Forecasting process in relation to orders of interconnection paths.

## **2 Amendments to Specific Clauses of the RIO**

The MCA's proposed amendments to Maltacom's RIO are set out in Appendix A to this document. For ease of reference, the Appendix also sets out the current clauses of the RIO and wherever relevant the MCA comments in respect of these amendments.

### **Proposed Decision 1:**

**The MCA proposes to direct that the respective clauses in Maltacom's RIO be revised forthwith as specified in Appendix A. These amendments shall apply to all interconnection agreements currently in force, and all such interconnection agreements shall be deemed to be amended accordingly.**

**The MCA also proposes to direct that any future amendments to the RIO shall, on the basis of non-discrimination, also amend all interconnection agreements already in force, and all such interconnection agreements shall be deemed to be amended accordingly.**

Furthermore, the MCA is also proposing that the RIO be amended to be consistent with the wording of the new regulatory framework.

### **Proposed Decision 2:**

**The MCA proposes that Maltacom revises its RIO to ensure that:**

- **All references to "telecommunications" be changed to "electronic communications";**
- **All references to "licence/s" be changed to "authorisation/s";**
- **In general, all definitions be updated in line with the definitions under the Electronic Communications (Regulation) Act, Cap.399 as amended. References to any old legislation are also to be updated.**

In light of increasing demands for interconnection and new services by OAOs on Maltacom, the MCA is proposing greater transparency of the RIO review process.

**Proposed Decision 3:**

**The MCA proposes to direct that every version of the RIO shall include a date and version number. In the case of any amendments, Maltacom shall be obliged to maintain a special marked version of each former version of the RIO showing tracked changes in respect of the former versions. Such tracked versions of the RIO are to be made available to the MCA on request and the last three versions are to be published on the Maltacom website.**

### **3 Application Form for Interconnection Services**

The RIO published by Maltacom plc includes various details and a specific Order Form<sup>1</sup> for the deployment of new and additional interconnection paths. However, requests for new or additional services, such as international access, are not catered for. The lack of such a comprehensive application form could hinder the communication process thereby delaying unnecessarily the interconnection process.

In order to facilitate the initial discussion process, the application procedure should be amended to include a comprehensive set of technical and commercial requirements for Maltacom to provide interconnection services. This should include, but not necessarily be limited to:

- High-level network diagrams;
- Relevant technical standards to be supported by the OAO;
- Number of interconnection points and proposed locations and coverage;
- Information regarding the billing systems to be utilised by the OAO, such as standards, CDR format etc.

The MCA is proposing to introduce an Interconnection Services Application Form specifying the information to be submitted by an OAO when requesting new or additional interconnection services, including but not limited to interconnection paths, with Maltacom. The application form

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<sup>1</sup> Operations and Maintenance Manual – Appendix 2



would also include a checklist of required and/or optional standards to be met by OAO.

All requests made to Maltacom for new or additional interconnection services should be submitted on such an Application Form. Once completed and submitted by the OAO the Interconnection Services Application Form would be binding on both parties as a request for new or additional interconnection.

**Proposed Decision 4:**

**The MCA proposes to direct that Maltacom appends an Interconnection Services Application Form to its RIO. The Interconnection Services Application Form should include at least the items specified in Appendix B.**

The specific layout of the application form is not being mandated by the MCA. It is being proposed that Maltacom designs the Interconnection Services Application Form in accordance with the proposed decision and submits the draft application form template for the MCA's approval. Amendments or additions to the list of items specified in Appendix B will be considered by the MCA where necessary.

## **4 Timelines for Interconnection**

As part of the RIO review process, the MCA is proposing that the timelines specified therein be revised to better reflect the knowledge gained in the intervening time as well as to introduce improvements in the process itself. The current timelines are principally stipulated in the Service Level Agreement - Annex D of the Reference Interconnection Offer.

### **4.1 Time for Initial Discussions**

The submission of the completed Interconnection Services Application Form will mean that the OAO will already have provided a certain level of information to Maltacom. The checklist of required and/or optional standards will also allow the OAO to know its requirements a priori.

As a result the subsequent discussions will be focused on the salient issues. Once all technical issues have been clarified between Maltacom and the OAO any commercial issues should not delay the progress of interconnection. The reason is that the RIO already specifies in detail the commercial terms and technical details, therefore any party seeking to vary the RIO should follow the established procedure in the RIO rather than delay interconnection. As a result the initial stages of the procedure (Annex D of Maltacom's RIO - Clause 5.1) can be restructured as follows in Table 1 below:

	<b>Original Procedure</b>	<b>Revised Procedure</b>	<b>Current Days</b>	<b>Prop. Days (Max)</b>
1.	Operator sends a written request to Maltacom, including full details of its requirements	Operator submits an Interconnection Services Application Form to Maltacom, including full details of its requirements.	N/a	N/a
2.	Maltacom sends an acknowledgment to the Operator	Maltacom reviews the Interconnection Services Application Form and sends an acknowledgment to the Operator outlining any issues that have been identified.	5	5
3.	Maltacom and the Operator shall discuss and agree on all technical and commercial issues	Maltacom and the Operator shall discuss and agree on all, if any, technical and commercial issues highlighted in step 2 above.	120	20
4.	Following the finalisation of the discussion in step 3 above, the Operator sends a written order to Maltacom that contains all the technical and commercial issues agreed. The service shall be in accordance with the procedures laid down in the Operations manual	Following the finalisation of the discussion in step 3 above, the Operator sends a final Interconnection Services Application Form to Maltacom that contains all the technical and commercial issues agreed. The service shall be in accordance with the procedures laid down in the Operations manual	10	10

**Table 1: Time for Initial Discussions**

**Proposed Decision 5:**

**The MCA proposes to direct that the procedures and timelines specified in Maltacom’s RIO for initial discussion relating to interconnection be revised as specified in Table 1.**

**4.2 Time for Deployment of New Interconnection Paths and Services**

Over the past years, experience has shown that the provisioning of interconnection paths over a new link has two major setbacks:

- The granting of trenching permits: This must be granted from the relevant authorities and usually takes around 4 weeks
- The trenching works: In this case the delay is dependent on the distances involved and the trenching methodology that can be utilised. As a general estimate it is being assumed that a maximum of 5 meters (all inclusive of trenching, ducting, rodding, reinstatement, etc) may be reasonably done every working day.

Therefore where an interconnection path can be provided over an existing link the time involved would be much less. The same principle holds true when the OAO is already provided with other services (e.g. certain leased line and/or Primary Rate Access services) implying that the required infrastructure is already in place.

It was also considered that the provisioning and testing of interconnection services (including interconnection paths) are completed in a week. These estimates are based on the condition that sufficient capacity is available on both ends.

In order to avoid unnecessary delays it is proposed that the forecasting process should be linked with the ordering process<sup>2</sup>. This means that forecasts will become binding on both sides. This will benefit both Maltacom as well as the OAO since it would provide adequate visibility on the capacity requirements.

As a result the high-level stages of the procedure (Annex D of Maltacom’s RIO - Clause 5.1) can be restructured as follows in Table 2 below:

	Procedure	Current Days	Prop. Days (Max)
5.	In the case of a new Interconnection Path on a new Interconnection Link.	112	Permit: 20 <b>plus</b> Trenching: 1 day for every 5m <b>plus</b> If Forecast: 2 <b>or</b> If Not Forecast: 27
	In the case of a new Interconnection Path on an existing Interconnection Link where transmission capacity needs to be increased to cater for the new Interconnection Path.	84	If Forecast: 2 <b>or</b> If Not Forecast: 27

<sup>2</sup> The proposed forecasting process is discussed in Section 5 of this Consultation.

	In the case of a new Interconnection Path on an existing Interconnection Link where the transmission capacity at the OAO's end as well as at Maltacom's end is already available.	42	If Forecast: 2 <b>or</b> If Not Forecast: 27
	In the case of any Interconnection Service described at Annex C of the RIO, except the provision of a new Interconnection Path.	42	5
	In the case of changes to an existing Interconnection Path, the lead times shall be the same as those associated with a new Interconnection Path as the case may be.		

**Table 2: Time for Deployment of Interconnection Paths**

The above timeframes also allow for unforeseen difficulties to obtain the permit and during trenching works. Furthermore the above timeframes do not include those allowed for testing purposes as specified in Annex C – Service Schedule 1. For the purposes of the above timeframes the forecast requirement refers to the binding forecast regularly submitted by the OAO as proposed in Section 5 below. Exceptional departures from the above timeframes will only be allowed following the approval of the MCA, and only provided that Maltacom notifies the operator in advance of the possibility of the delay at the moment when there is reasonable possibility of such delay.

**Proposed Decision 6:**

**The MCA proposes to direct that the procedures and timelines specified in Maltacom's RIO for deployment of interconnection paths be revised as specified in Table 2.**

### **4.3 Time for Opening of Number Ranges**

The Operations and Maintenance Manual attached to Maltacom's RIO also specifies timeframes for the opening of number ranges accessible via the Operator Network and via the Maltacom Network. In both cases, a timeline of 6 weeks is established by Clause 8.1.2.d and Clause 8.1.3.b respectively. Considering the amount of testing that will already have been concluded prior to the opening of number ranges it should be feasible to reduce this timeframe significantly. Such a reduction will ensure that interconnection is effectively implemented promptly.

**Proposed Decision 7:**

**The MCA proposes to direct that the timelines specified in Clause 8.1.2.d and Clause 8.1.3.b of Maltacom's Operations and Maintenance Manual be revised to 2 weeks.**

## 5 Forecasting of Interconnection Paths

Maltacom’s current process relating to the forecasting of IC paths is principally included in Clause 8 of Annex E and in Clause 3 and Appendix 1 of the Operations and Maintenance manual.

The current forecasting requirements envisage quarterly forecasts to be submitted by the OAO spanning between 3 months and 18 months into the future. The maximum tolerable error allowed ranged between 0% to 40% as follows:

Period	Months into the future from the date of compilation of forecast	Maximum error tolerable between forecast and actual qty of links
1	3	±0%
2	6	±0%
3	9	±10%
4	12	±20%
5	15	±30%
6	18	±40%

**Table 3: Tolerable errors in Maltacom RIO**



The Maltacom RIO is therefore quite onerous principally for the following reasons:

- 1) Maltacom requires rolling forecasts every quarter for the following 6 quarters.
- 2) Tolerance for forecasting errors are as low as 0% in respect of the first 2 quarters.
- 3) The actual penalties for forecasting errors are not capped and are left unspecified.

Furthermore the RIO is ambiguous because it is not clear whether the forecasts apply to interconnection links or to interconnection paths since the two appear to be used interchangeably. The MCA proposes revisions to the system of forecasting interconnection paths in order to introduce a more realistic, reasonable and justifiable ordering process.

It is expected that Maltacom would be able to supply interconnection paths from stocks. However, with the emergence of new OAOs, it is difficult to forecast for any given period the total number of interconnection paths that may be requested from all the current as well as prospective OAOs.

To this end, the MCA proposes a new forecasting system that seeks to strike a balance between the level of accuracy expected from OAOs whilst at the same time ensures that Maltacom is not placed at a disadvantage due to significant variations between forecast and order levels.

The proposed changes to the current ordering and forecasting procedure are set out below:

- |  |
|--|
| <p>1. The first change is to reduce the designated forecast period from six quarters to one period of four months. OAOs would submit a <u>binding forecast</u> four months before the commencement of the designated forecast period (as opposed to ten days in advance under the current system).</p>   |
| <p>2. The second change is to revise the tolerance system for forecasting errors and link this process with the time allowed for provisioning of interconnection paths. The OAO would incur a penalty charge in the event of arising differences between forecast orders and actual order quantities. The penalty system is highlighted below:</p>   |
| <p><input checked="" type="checkbox"/> A <u>positive variance</u> would occur when, during any particular forecasting period, an OAO places an order for a number of interconnection paths that exceeds the number projected in the binding forecast.</p> <p>In such cases, the time allowed for provisioning of interconnection paths would be extended as already specified in Table 2 (solely in respect of the unprojected interconnection paths).</p>   |
| <p><input checked="" type="checkbox"/> A <u>negative variance</u> would occur when, during any particular forecasting period, an OAO's total number of interconnection paths ordered falls below the number projected in the binding forecast.</p> <p>A threshold of two negative variances will be allowed for every twelve-month period. In the event that the cumulative negative variances in any 12-month period exceeds the threshold limit, the OAO would become liable to a penalty. In such a case, the penalty would be equivalent to 50% of the rental charge of the cumulative positive and negative variances calculated at twelve-month intervals.</p> |

**Table 4: Proposed procedure for the forecasting of Interconnection Paths**

The following examples are provided for illustrative purposes:

Example 1:

	IC Paths		Variances		Threshold No.	Net Variance No.	Rental Charge Lm	% Factor	Penalty charge Lm
	Forecast No.	Actual No.	Quarterly No.	Cumulative No.					
..									
Period 1	10	11	+1	-3	+2	-1	5,000	50%	2,500
Period 2	13	11	-2						
Period 3	15	13	-2						
..									

Example 2:

	IC Paths		Variances		Threshold No.	Net Variance No.	Rental Charge Lm	% Factor	Penalty charge Lm
	Forecast No.	Actual No.	Quarterly No.	Cumulative No.					
..									
Period 1	10	11	+1	-2	+2	0	5,000	50%	-
Period 2	13	12	-1						
Period 3	15	13	-2						
..									

**Proposed Decision 8:**

**The MCA proposes that the procedure for the forecasting of Interconnection Paths included in Maltacom plc's RIO be revised as described in Table 4 above.**

## **6 Consultation Framework**

The MCA invites comments from interested parties regarding this Consultation and Proposed Decision.

The consultation period will run until 12:00pm on Friday 30<sup>th</sup> March 2007.  
Comments should be sent to:

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## Appendix A – Amendments to RIO Clauses

	<b>Current Maltacom RIO</b>	<b>Proposed Amendments by MCA</b>	<b>MCA Comments</b>
<b>1.</b>	<b>Preface</b>	<b>Preface</b>	
1.2	The charges being made available in this RIO will be available to all interconnecting Operators on a non-discriminatory basis. In the event that agreement is reached with any single Operator on new rates for any service covered by this RIO, then those rates will be made available to all interconnecting Operators, provided that Maltacom reserves the right to levy alternative charges in the case of Operators re-selling traffic.	The charges being made available in this RIO will be available to all interconnecting Operators on a non-discriminatory basis. In the event that agreement is reached with any single Operator on new rates for any service covered by this RIO, then those rates will be made available to all interconnecting Operators.	Charges are to be made available on a non-discriminatory basis. Therefore, it is not objectively justifiable to allow alternative charges in the case of operators re-selling traffic. In such cases the costs for termination (and/or origination) for Maltacom will remain unvaried.

	<b>Current Maltacom RIO</b>	<b>Proposed Amendments by MCA</b>	<b>MCA Comments</b>
1.5	Maltacom reserves the right to review and to revise this RIO on a regular basis but in any event not more frequently than quarterly per annum.	Without prejudice to clause 10.1 and clause 29.1, any revision of the terms and conditions of this RIO including the appendices thereto shall be subject to the approval of the Authority. Once approved by the Authority, the revised RIO shall replace or amend this RIO. Such revised or amended RIO shall be published within one (1) week of its approval by the Authority.	This clause is arbitrary in that it unilaterally allows Maltacom to change the terms and conditions of the interconnection. Clauses 21 and 29 regulate reviews and amendments to the RIO. In any case all amendments should be approved by the Regulator according to law.
1.6	Any Operator wishing to enter into an Interconnection Agreement with Maltacom on the basis of this RIO and who has a legal obligation to publish a RIO must publish a full and complete RIO before entering into this Interconnection Agreement with	TO BE DELETED	At law, only the MCA may require undertakings to publish a RIO and to have cost oriented prices. The MCA may only make such requirements following a designation of significant market power and imposition of

	<b>Current Maltacom RIO</b>	<b>Proposed Amendments by MCA</b>	<b>MCA Comments</b>
	Maltacom, provided that Maltacom reserves the right to request appropriate representations, evidence and confirmations to support any assertion made by the Operator that the Operator’s approved prices are in fact FAC HCA based prices.		remedies according to law.
1.7	Furthermore, any Operator so wishing to enter into an Interconnection Agreement with Maltacom on the basis of this RIO must also prove to Maltacom’s satisfaction that it is financially sound and creditworthy.	TO BE DELETED.	Financial soundness and creditworthiness of the undertaking requesting access is guaranteed by the provision regulating credit assessment and credit risk management (see clause 26.1).

	<b>Current Maltacom RIO</b>	<b>Proposed Amendments by MCA</b>	<b>MCA Comments</b>
<b>1.</b>	<b>Introduction</b>	<b>Introduction</b>	
A.	The Operator is in possession of a public fixed telecommunications systems and services licence / a public mobile telecommunications systems and services licence / a fixed wireless telecommunications systems and services licence to provide telecommunications services pursuant to the provisions of the TRA.	The operator is authorised under the Electronic Communications (Regulation) Act Cap.399 to provide electronic communications networks and/or electronic communications services.	This reflects the provisions regulating the new authorisation regime, under the Electronic Communications (Regulation) Act Cap.399
B.	Maltacom has been designated by the MCA as having a Dominant Market Position in the Public Fixed Telephony Market, in terms of Regulation 6 of LN 151 of 2000 as notified in Government	Maltacom had been designated by the MCA as having significant market power in the wholesale call origination market and the wholesale call termination market, in terms of Regulation 8 of the	The amendments reflect article 39 of the Electronic Communications (Regulation) Act Cap.399



	<b>Current Maltacom RIO</b>	<b>Proposed Amendments by MCA</b>	<b>MCA Comments</b>
	Notice 503 of 2002, and is in possession of a public fixed telecommunications systems and services licence pursuant to the provisions of the TRA.	Electronic Communications Networks and Services (General) Regulations, 2004. According to the MCA Decisions relating to the said markets and in accordance with its respective obligations at law, Maltacom shall comply with the relevant access and interconnection obligations.	
(a)		Interconnection should not be unnecessarily constrained by technical issues or limitations which have no justifiable basis.	This is based on the principle of negotiation of interconnection in good faith
(d)		The quality of interconnect services should be optimised to bring benefits to customers and the Parties should aim continuously to improve shared targets for quality of service, operations and	As above.

	<b>Current Maltacom RIO</b>	<b>Proposed Amendments by MCA</b>	<b>MCA Comments</b>
		maintenance, provisioning and network performance in interconnection.	
(e)		The parties should at all times act so as to facilitate the speedy and effective operation of this RIO to the benefit of customers and to their mutual advantage.	As above.
<b>2.</b>	<b>Definitions and Interpretation</b>	<b>Definitions and Interpretation</b>	
2.1	In this Interconnection Agreement, except if the context requires otherwise, words and expressions are as defined in Annex A hereof.	Unless otherwise provided at law, in this Interconnection Agreement and except if the context requires otherwise, words and expressions are as defined in Annex A hereof.	Reference made to definitions at law.

	<b>Current Maltacom RIO</b>	<b>Proposed Amendments by MCA</b>	<b>MCA Comments</b>
<b>3.</b>	<b>Commencement and Duration</b>	<b>Commencement and Duration</b>	
(a)	the Operator ceases to hold a licence to provide telecommunications services and systems granted to it pursuant to the provisions of the TRA; or	Either party ceases to hold an authorisation to provide telecommunications services and networks granted to it pursuant to the provisions of the Electronic Communications (Regulation) Act, Cap.399; or	Agreement will terminate if either party ceases to be authorised and not solely by Maltacom or the Operator.
<b>4.</b>	<b>Network Interconnection</b>	<b>Network Interconnection</b>	
4.1	Interconnection between the Maltacom Network and the Operator Network will be achieved through one or more Interconnection Links. Each Interconnection Link will identify a connection between one of the	Interconnection between the Maltacom Network and the Operator Network will be achieved through one or more Interconnection Links. Each Interconnection Link will identify a connection between one of the Maltacom	The MCA must in all cases approve any amendments to the RIO.

	<b>Current Maltacom RIO</b>	<b>Proposed Amendments by MCA</b>	<b>MCA Comments</b>
	Maltacom Interconnection Nodes and one of the Operator Interconnection Nodes. Details of the manner in which this shall be achieved are set out in Annex E hereof. Interconnection is available at Maltacom Secondary and Tertiary Interconnection Nodes, as set out in Annex E hereof. The technical standards supported by the Maltacom Network for the purposes of Interconnection are set out in the Technical Manual as may be amended by Maltacom from time to time in its own discretion.	Interconnection Nodes and one of the Operator Interconnection Nodes. Details of the manner in which this shall be achieved are set out in Annex E hereof. Interconnection is available at Maltacom Secondary and Tertiary Interconnection Nodes, as set out in Annex E hereof. The technical standards supported by the Maltacom Network for the purposes of Interconnection are set out in the Technical Manual as may be amended by Maltacom from time to time following approval by the MCA in accordance with clause 29.1.	
4.3	The actual Point of Interconnection shall be where the Maltacom Network connects with the Operator Network	The actual Point of Interconnection shall be where the Maltacom Network connects with the Operator Network and	The amendment clarifies the obligation incumbent on both parties to ensure sufficient

	<b>Current Maltacom RIO</b>	<b>Proposed Amendments by MCA</b>	<b>MCA Comments</b>
	and shall be a physical point at the Operator’s site where the connection can be disconnected in order to conduct testing.	shall be a physical point at the Operator’s site where the connection can be disconnected in order to conduct testing. Each party shall be wholly responsible for providing sufficient capacity on its respective transmission medium from the Point of Interconnection to meet the agreed forecasted requirements in Annex E hereof. Each party shall be wholly responsible for the operation and maintenance on its respective transmission medium.	capacity on any transmission mediums thus guaranteeing quality of service.
4.7	The requirements for connection and capacity available at each Point of Interconnection shall be as set out in Annex E hereof. Maltacom shall, upon written request by the Operator,	The requirements for connection and capacity available at each Point of Interconnection shall be as set out in Annex E hereof. Maltacom shall, upon written request by the Operator, provide,	Timelines for new connections are specified in Annex D hereof, ‘Service Level Agreement’.

	<b>Current Maltacom RIO</b>	<b>Proposed Amendments by MCA</b>	<b>MCA Comments</b>
	provide within a reasonable period additional capacity at any of the Interconnection Nodes in the Maltacom Network as may be appropriate should this be considered technically possible and feasibly acceptable by Maltacom to enable the Operator to operate the Network efficiently and effectively. The same applies for the Operator in relation to Maltacom.	within the periods specified in Annex D hereof, additional capacity at any of the Interconnection Nodes in the Maltacom Network as may be required should this be considered technically possible and feasibly acceptable by Maltacom to enable the Operator to operate the Network efficiently and effectively. The same applies for the Operator in relation to Maltacom.	
<b>6.</b>	<b>Charging for Interconnection Services</b>	<b>Charging for Interconnection Services</b>	
6.1	The charging structure for each Interconnection Service is described in the Service Schedules at Annex C hereof. Charges applicable for each	The charging structure for each Interconnection Service is described in the Service Schedules at Annex C hereof. Charges applicable for each service type	Prices for interconnection services offered by Maltacom should be cost-oriented where applicable and not, necessarily,

	<b>Current Maltacom RIO</b>	<b>Proposed Amendments by MCA</b>	<b>MCA Comments</b>
	service type are as published in the Maltacom RIO Price List and these will follow the principle of tariff reciprocity and symmetry. The method of reviewing the charges given in the Maltacom RIO Price List is described in Clauses 21 and 29 hereunder.	are as published in the Maltacom RIO Price List. The method of reviewing the charges given in the Maltacom RIO Price List is described in Clauses 21 and 29 hereunder.	reciprocal or symmetrical.
	Provided that such charges shall not be applicable in the eventuality that the Operator resells traffic, if and when Maltacom exercises its right in its sole discretion to levy alternative charges.	TO BE DELETED	As stated in Clause 1.2 above, there is no justification to have different prices when the undertaking requesting interconnection intends to transit traffic.
6.3	For the purposes of this clause, "Calls" shall not include premium rate services and/or special services such as, for	For the purposes of this clause and without prejudice to the provisions of the law and any directive or decision of the	The Authority reserves the right at law to regulate interconnection for premium rate

	<b>Current Maltacom RIO</b>	<b>Proposed Amendments by MCA</b>	<b>MCA Comments</b>
	<p>example, the full range of directory services, televoting, donations and information services, except where the Parties have so agreed and defined in writing. The Parties shall agree separate charging and/or revenue-sharing arrangements for such premium rate services and/or special services.</p>	<p>Authority, "Calls" shall not include premium rate services and/or special services such as, for example, the full range of directory services, televoting, donations and information services, except where the Parties have so agreed and defined in writing. The Parties shall agree separate charging and/or revenue-sharing arrangements for such premium rate services and/or special services.</p> <p>Provided that this clause is limited solely to the charging and/or revenue sharing for the termination, origination and/or transit of premium rate services and/or special services. This clause is without prejudice to the obligation on the part of Maltacom to terminate, originate and/or</p>	<p>and//or special services.</p> <p>The proviso clarifies that this provision does not allow Maltacom to refuse to originate, transit or terminate calls which are premium rate services or special services.</p>



	<b>Current Maltacom RIO</b>	<b>Proposed Amendments by MCA</b>	<b>MCA Comments</b>
		transit these services in accordance with any directive or decision of the Authority.	
<b>9.</b>	<b>Billing and Payment</b>	<b>Billing and Payment</b>	
9.4	Invoices are due and payable in Maltese Liri (LM) or such other currency as may be determined by Maltacom in its sole discretion from time to time. Invoices are payable within thirty (30) days from the date of issue of the invoice.	Invoices are due and payable in Maltese Liri (LM) or such other currency as may be agreed by the parties from time to time. Invoices are payable within thirty (30) days from the date of issue of the invoice.	Unilateral discretion of Maltacom to select exchange rate has been removed.
<b>10.</b>	<b>Network Design and Planning</b>	<b>Network Design and Planning</b>	
10.1	Network design and planning of the Network Interconnection between the Parties is as outlined at Annex E hereof, which shall be known as the Network	Network design and planning of the Network Interconnection between the Parties is as outlined at Annex E hereof, which shall be known as the Network	According to law the Authority may require the updating of the Network Plan.

	<b>Current Maltacom RIO</b>	<b>Proposed Amendments by MCA</b>	<b>MCA Comments</b>
	Plan and which shall be reviewed and updated from time to time.	Plan and which shall be reviewed and updated from time to time. In all cases, the Authority shall be notified forthwith of any changes to the said Network Plan. The Network Plan shall be updated if so required by the Authority.	
10.2	The Forecasts provided between the Parties shall be regulated by the provisions of Annex E hereof and the Operations and Maintenance Manual, both as may be amended from time to time.	The Forecasts provided between the Parties shall be regulated by the provisions of Annex E hereof and the Operations and Maintenance Manual.	Amendments to Annex E and the Operations and Maintenance Manual should be treated as normal amendments to the RIO according to the established procedure.
10.3	N/a	The network plan shall be reviewed and updated by the parties on an annual basis and agreed by both parties by the end of October of each year. However, it	This provision will ensure that the network plan is maintained up to date.

	<b>Current Maltacom RIO</b>	<b>Proposed Amendments by MCA</b>	<b>MCA Comments</b>
		may be necessary to review and agree the Network Plan at other intervals as well to comply with and implement directions or requirements of the Authority.	
<b>16.</b>	<b>Provision of Information</b>	<b>Provision of Information</b>	
16.1	Subject to any confidentiality obligations, either Party shall provide appropriate information including, but not limited to, information regarding network control and management, as is reasonably required by the other Party for Interconnection of the Operator's Network and the Maltacom Network and provision of Interconnection Services, provided that such	Subject to any confidentiality obligations, either Party shall provide appropriate information including, but not limited to, information regarding network control and management, as is necessary for Interconnection of the Operator's Network and the Maltacom Network and provision of Interconnection Services, provided that such information is reasonably attainable by the Party	The information must be necessary for the interconnection.

	<b>Current Maltacom RIO</b>	<b>Proposed Amendments by MCA</b>	<b>MCA Comments</b>
	information is reasonably attainable by the Party requested to provide it.	requested to provide it.	
<b>17.</b>	<b>Resolution of Disputes</b>	<b>Resolution of Disputes</b>	
17.2	In the event that the Parties fail to resolve the Dispute within fifteen (15) days from the date that either Party notifies the other in writing that the Dispute has arisen, then either Party has the right to refer the Dispute to the Courts of Malta, and this without prejudice to any other right or remedy available to that Party in terms of law.	In the event that the Parties fail to resolve the Dispute within fifteen (15) days from the date that either Party notifies the other in writing that the Dispute has arisen, then either Party has the right to refer the Dispute to the Authority, and this without prejudice to any other right or remedy available to that Party in terms of law.	Disputes which are not amicably resolved should in the first instance be referred for determination by the Authority in order to attempt settlement without resorting to legal action.
<b>18.</b>	<b>Breach and Suspension</b>	<b>Breach and Suspension</b>	
18.2	If either Party shall be in breach of a material obligation under this	If either Party shall be in breach of a material obligation under this	In the case of urgent circumstances the provision

	<b>Current Maltacom RIO</b>	<b>Proposed Amendments by MCA</b>	<b>MCA Comments</b>
	<p>Interconnection Agreement and such breach is capable of remedy, the other Party (“the Terminating Party”) shall send the Party in breach a written notice giving full details of the breach and requiring the Party in breach to remedy the breach within thirty (30) days starting on the day after receipt of such written notice. This notice shall further state that a failure to remedy the breach may give rise to termination under this Clause. If the Party in breach does not remedy the breach within the time period stipulated in the said notice, this Interconnection Agreement may be terminated at the option of the Terminating Party.</p>	<p>Interconnection Agreement and such breach is capable of remedy, the other Party (“the Terminating Party”) shall send the Party in breach a written notice giving full details of the breach and requiring the Party in breach to remedy the breach within thirty (30) days starting on the day after receipt of such written notice or in case of an urgent need to remedy the breach so as to safeguard end-to-end connectivity within such shorter period as the Party not in breach may reasonably specify.</p> <p>If the Party in breach does not remedy the breach within the time period stipulated in the said notice, this Interconnection Agreement may be</p>	<p>allows for shorter timeframes for the notification of a breach so as to safeguard end-to-end connectivity.</p> <p>Termination is possible only following a three month period from notification of the default. This allows for a longer period for remedying any breach within which period the interconnection agreement shall be suspended.</p> <p>The proviso stipulates that, as provided at law, the available remedies do not impinge on any other remedies available at law including recourse to the Authority. In the latter case the</p>

	<b>Current Maltacom RIO</b>	<b>Proposed Amendments by MCA</b>	<b>MCA Comments</b>
		<p>suspended at the option of the Party not in breach.</p> <p>If the Party in breach does not remedy the breach within three months from the date of receipt of the written notice, this Interconnection Agreement may be terminated at the option of the Party not in breach.</p> <p>For the avoidance of doubt this Interconnection Agreement shall be immediately terminated when the Terminating Party informs the Party in breach by written notice of its decision to terminate this Interconnection Agreement and this without the need of any authorisation or confirmation by any court or authority.</p>	<p>remedies of termination and suspension will be kept in abeyance until the matter is decided by the Authority.</p>

	<b>Current Maltacom RIO</b>	<b>Proposed Amendments by MCA</b>	<b>MCA Comments</b>
		<p>Provided that each of the Parties' right to terminate or suspend performance of this Interconnect Agreement pursuant to the above is without prejudice to any other rights available to the Parties in particular the referral of the matter to the Authority for determination. The said remedies available to the Party alleging a breach pursuant to the above shall not be exercised by either Party pending adjudication of the matter by the Authority.</p>	
18.9	<p>Notwithstanding the termination of this Interconnection Agreement, clauses 18.9, 18.10 and 18.11 inclusive shall continue in full force and effect.</p>	<p>Notwithstanding the termination of this Interconnection Agreement, clauses 16, 18.6, 18.7, 19, 20 and 23 inclusive shall continue in full force and effect.</p>	<p>References to the relevant clauses was erroneous or incomplete and have been corrected.</p>

	<b>Current Maltacom RIO</b>	<b>Proposed Amendments by MCA</b>	<b>MCA Comments</b>
<b>21.</b>	<b>Review</b>	<b>Review</b>	
21.1	Provided that for the purposes of this Clause 21.1 the term “Interconnection Agreement” shall not include the Operations and Maintenance Manual, the Technical Manual and the Maltacom RIO Price List.	TO BE DELETED	The principle of negotiation in good faith should apply to all terms and conditions of the RIO including the Operations and Maintenance Manual, the Technical Manual and the Maltacom RIO Price List.
21.3	A party may initiate a general review of this Interconnection Agreement by serving a review notice during the period of 90 days commencing on 1 <sup>st</sup> October in any year.  Provided that for the purposes of this Clause 21.3 the term “Interconnection Agreement” shall not include the	A party may initiate a general review of this Interconnection Agreement by serving a review notice during the period of 90 days commencing on 1 <sup>st</sup> October in any year.	As above



	<b>Current Maltacom RIO</b>	<b>Proposed Amendments by MCA</b>	<b>MCA Comments</b>
	Operations and Maintenance Manual, the Technical Manual and the Maltacom RIO Price List.		
21.4	Without prejudice to the preceding Clause 21.3, the provisions of the Operations and Maintenance Manual, the provisions of the Technical Manual and the charges set out in the Maltacom RIO Price List may be amended by Maltacom at any time in its sole discretion, provided that such new charges and/or amendments will only become effective on the lapse of fifteen (15) days from the date of notification by Maltacom to the Operator of such new charges and/or amendments.	DELETE	As above. Maltacom should not have the unilateral discretion to amend technical specifications and prices.

	<b>Current Maltacom RIO</b>	<b>Proposed Amendments by MCA</b>	<b>MCA Comments</b>
21.7	(a)21.7 If the Parties fail to reach agreement on the subject matter of a review notice within ninety (90) days a Dispute shall be deemed to have arisen and the Dispute resolution procedure laid down in Clause 17 above shall apply.	21.7 If the Parties fail to reach agreement on the subject matter of a review notice within ninety (90) days either Party may not later than one calendar month after the expiration of the relevant period, request in writing the Authority to determine the matters upon which the Parties have failed to agree and to modify the Interconnection Agreement to take into account of such matters.	It is deemed that the Authority will be able to address any failure to agree in a more effective and timely manner.
21.9	N/a	In all cases, the Parties shall modify or replace this Interconnection Agreement as required by any decision or directive of the Authority.	This provision ensures that the interconnection agreement shall be updated according to any decisions or directives that the

	<b>Current Maltacom RIO</b>	<b>Proposed Amendments by MCA</b>	<b>MCA Comments</b>
			Authority may make in this respect in accordance with its powers at law.
21.10	N/a	Where both parties agree to any relevant amendments to this Interconnection Agreement in accordance with the above, they shall as soon as possible send a copy of the relevant amendments to the Authority, informing the Authority of the date when they desire that the amendments will come into effect. The amendments will only enter into effect following approval by the Authority in accordance with clause 1.5 of the Preface.	This will allow the Authority to keep tabs on any updates of the interconnection agreement in particular for the purposes of ensure non-discrimination in the provision of interconnection services.

	<b>Current Maltacom RIO</b>	<b>Proposed Amendments by MCA</b>	<b>MCA Comments</b>
<b>22.</b>	<b>Force Majeure</b>	<b>Force Majeure</b>	
22.6	N/a	To the extent that a Party is prevented as a result of force majeure from providing all of the services or facilities to be provided under this RIO, 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.	
<b>23.</b>	<b>Limitation of Liability</b>	<b>Limitation of Liability</b>	
23.2	Subject to Clause 23.5, if a Party is in breach of any of its obligations under his Interconnection Agreement to the other Party, such Party's liability to the	Subject to Clause 22, if a Party is in breach of any of its obligations under his Interconnection Agreement to the other Party, such Party's liability to the other	Reference to Clause 23.5 was erroneous.

	<b>Current Maltacom RIO</b>	<b>Proposed Amendments by MCA</b>	<b>MCA Comments</b>
	other shall be limited to five hundred thousand Maltese Liri (LM500,000).	shall be limited to five hundred thousand Maltese Liri (LM500,000).	
23.3	Any loss arising from such indemnifying Party's failure to comply with the provisions of any law.	TO BE DELETED	Clause did not make sense
<b>26.</b>	<b>Credit Assessment and Credit Risk Management</b>	<b>Credit Assessment and Credit Risk Management</b>	
26.1	Maltacom may, at any time in its sole discretion, require the Operator to enter into bank or other guarantees (or to provide some other form of financial security, for example a deposit) which in the opinion of Maltacom is/are appropriate as security against the Operator's non-compliance with or non-observance of any of the provisions	Where Maltacom has reasonable concern about the ability of the Operator to cover debts including without limitation where Maltacom has evidence of a poor payment history or the Operator's credit rating has been downgraded, Maltacom may require the Operator to enter into bank or other guarantees (or to provide some other form of financial security, for	The discretion of Maltacom to require guarantees has been limited in the sense that security may only be demanded where this is necessary in view of the reasonable concern that the Operator may not be able to cover debts.

	<b>Current Maltacom RIO</b>	<b>Proposed Amendments by MCA</b>	<b>MCA Comments</b>
	<p>hereof (including failure to pay charges due). Refusal to provide such security or failure to provide such security within thirty (30) days (or such longer period as Maltacom may reasonably allow) of the date of Maltacom’s request for the same shall be deemed to be a breach of this Interconnection Agreement by the Operator.</p>	<p>example a deposit) which in the opinion of Maltacom is/are appropriate as security against the Operator’s non-compliance with or non-observance of any of the provisions hereof (including failure to pay charges due).</p> <p>The level of security requested shall be proportional to the risk involved and shall take due account of historic levels of interconnection payments, liability, payment frequency and credit terms.</p> <p>Refusal to provide such security or failure to provide such security within thirty (30) days (or such longer period as Maltacom may reasonably allow) of the date of Maltacom’s request for the same shall be deemed to be a breach of this</p>	<p>Furthermore, the security itself should be proportional to the risk involved.</p>

	<b>Current Maltacom RIO</b>	<b>Proposed Amendments by MCA</b>	<b>MCA Comments</b>
		Interconnection Agreement by the Operator.	
26.2		Any security or guarantee that may be imposed in accordance with clause 26.1 shall be subject to quarterly review and will be removed or reduced where the security level is no longer justified.	As the risk involved is reduced then the guarantee is subsequently also reduced.
26.3		For the avoidance of doubt, if the parties fail to reach agreement on matters relating to credit vetting and/or the amount of the security requested, either Party may request in writing the Authority to determine such matters.	

	<b>Current Maltacom RIO</b>	<b>Proposed Amendments by MCA</b>	<b>MCA Comments</b>
<b>29.</b>	<b>Amendments</b>	<b>Amendments</b>	
29.1	<p>Save for the Operations and Maintenance Manual, the Technical Manual and the Maltacom RIO Price List, amendments and supplements to this Interconnection Agreement shall in order for them to be valid, have been drawn up in writing, dated and signed by both Parties. Such amendments and supplements shall not affect the validity or enforceability of any of the remaining Clauses of this Interconnection Agreement.</p> <p>Provided that for the purposes of this Clause the term “Interconnection Agreement” shall not include the</p>	<p>Any amendments and supplements to this Interconnection Agreement shall, in order for them to be valid, be drawn up in writing, shall be dated and signed by both Parties and shall be approved by the Authority in accordance with clause 1.5 of the Preface. Such amendments and supplements shall not affect the validity or enforceability of any of the remaining Clauses of this Interconnection Agreement:</p> <p style="padding-left: 40px;">Provided that if such amendments are amendments of the Operations and Maintenance Manual or of the Technical Manual, it is sufficient, in order for them</p>	See amendments to clause 21.1 and 21.4 above.



	<b>Current Maltacom RIO</b>	<b>Proposed Amendments by MCA</b>	<b>MCA Comments</b>
	Operations and Maintenance Manual and Technical Manual and the Maltacom RIO Price list.	to be valid, that such amendments are drawn up in writing and dated and signed by both Parties. In all cases the Authority shall be notified forthwith with any such amendments.	
29.2	Maltacom reserves the right to amend the said Manuals and the Maltacom RIO Price List at any time in its sole discretion, provided that such new charges and/or amendments will only become effective on the lapse of fifteen (15) days from the date of notification by Maltacom to the Operator of such new charges and/or amendments..	TO BE DELETED	As above
29.3	N/a	Any amendments to this Interconnection Agreement pursuant to directives or	This allows particular changes required by the Authority (for

	<b>Current Maltacom RIO</b>	<b>Proposed Amendments by MCA</b>	<b>MCA Comments</b>
		<p>decisions of the Authority, which directives or decisions specify that such amendments shall be automatically incorporated into any interconnection agreement, shall with immediate effect from the date of the directive or decision be deemed to be automatically incorporated into this agreement.</p>	<p>example to pricing) to be automatically incorporated into the interconnection agreement.</p>
<b>31.</b>	<b>Governing Law and Jurisdiction</b>	<b>Governing Law and Jurisdiction</b>	
31.2	The Parties irrevocably submit to the jurisdiction of the Maltese courts.	<p>The Parties irrevocably submit to the jurisdiction of the Maltese courts:</p> <p>Provided that this clause shall be without prejudice to any other remedies available to the parties at law, in particular the option to request the Authority to</p>	

	<b>Current Maltacom RIO</b>	<b>Proposed Amendments by MCA</b>	<b>MCA Comments</b>
		investigate and determine any dispute arising between the parties.	
<b>32.</b>	<b>Entire Agreement</b>	<b>Entire Agreement</b>	
32.1	The provisions of this Interconnection Agreement constitute the entire agreement between the Parties in relation to the subject matter of this Interconnection Agreement, and supersedes all previous understandings, commitments, agreements or representations whatsoever, whether oral or written, including any interconnection agreement that may currently be in force between Maltacom and the Operator which by virtue of this	The provisions of this Interconnection Agreement including the relevant Annexes constitute the entire agreement between the Parties in relation to the subject matter of this Interconnection Agreement, and supersedes all previous understandings, commitments, agreements or representations whatsoever, whether oral or written, including any interconnection agreement that may currently be in force between Maltacom and the Operator which by virtue of this Interconnection Agreement	It is clarified that the annexes form an integral part of the agreement.

	<b>Current Maltacom RIO</b>	<b>Proposed Amendments by MCA</b>	<b>MCA Comments</b>
	<p>Interconnection Agreement ceases to have effect as of the date of the Main Body of this Interconnection Agreement.</p> <p>Provided that nothing in this Clause shall prejudice anything done or omitted to be done under the previous interconnection agreements.</p>	<p>ceases to have effect as of the date of the Main Body of this Interconnection Agreement.</p> <p>Provided that nothing in this Clause shall prejudice anything done or omitted to be done under the previous interconnection agreements.</p>	
	<b>Annex A - DEFINITIONS</b>	<b>Annex A - DEFINITIONS</b>	
		<p><b>"Authority"</b> and <b>"Competent Authority"</b> mean the Malta Communications Authority established under the Malta Communications Authority Act;</p>	

	<b>Current Maltacom RIO</b>	<b>Proposed Amendments by MCA</b>	<b>MCA Comments</b>
	Definitions	Maltacom’s definitions should conform to the definitions set out in the ECRA or other relevant legislation wherever such definitions are made available in the ECRA itself or any other relevant document.	Any definitions set out in the RIO should for no reason differ from the definitions provided in the ECRA.
	<b>ANNEX B</b>	<b>ANNEX B</b>	
	<b>BILLING AND PAYMENTS</b>	<b>BILLING AND PAYMENTS</b>	
<b>3.</b>	<b>Exchange of Billing Information</b>	<b>Exchange of Billing Information</b>	
	The Billing Period for Interconnection Traffic shall be quarterly commencing on the 00.00 hours of the 1st January, 1st April, 1st July and 1st October.	The Billing Period for Interconnection Traffic shall be quarterly commencing on the 00.00 hours of the 1st January, 1st April, 1st July and 1st October.	

	<b>Current Maltacom RIO</b>	<b>Proposed Amendments by MCA</b>	<b>MCA Comments</b>
		The Billing Party shall, for a period of 36 months after each Billing Period, store the Billing Information in such summary format and in such amounts as shall be sufficient to recalculate the amounts due from on Party to the other to take account of changes in the relevant prices.	
	<b>ANNEX C</b> <b>SERVICE SCHEDULE 4</b> <b>International access</b>	<b>ANNEX C</b> <b>SERVICE SCHEDULE 4</b> <b>International access</b>	
3.1	Maltacom International Access shall be made available to the Operator on condition that the Operator binds itself to pass all its Calls requiring international termination through	To be deleted.	

	<b>Current Maltacom RIO</b>	<b>Proposed Amendments by MCA</b>	<b>MCA Comments</b>
	Maltacom’s Network. Maltacom reserves the right to request the Operator to provide Maltacom with such evidence as Maltacom may in its sole discretion deem appropriate, to prove that the Operator has not breached or is not in breach of this Clause. In default, or if the evidence tendered by the Operator is not to Maltacom’s satisfaction, Maltacom reserves the right to suspend forthwith International Access services to the Operator.		
	<b>SERVICE SCHEDULE 5 Call Origination</b>	<b>SERVICE SCHEDULE 5 Call Origination</b>	
3.2	Carrier Pre-Select Calls (“CPS”) shall comprise calls originating from the	Carrier Pre-Select Calls (“CPS”) shall comprise calls originating from the	Carrier Pre-Select service should also be implemented on an all

	<b>Current Maltacom RIO</b>	<b>Proposed Amendments by MCA</b>	<b>MCA Comments</b>
	Maltacom Network by a caller who has subscribed to the Carrier Pre-Select service. Each caller can be allotted up to three (3) carrier pre-select destinations, namely international, mobile, and fixed.	Maltacom Network by a caller who has subscribed to the Carrier Pre-Select service. Each caller can be allotted up to three (3) separate carrier pre-select destinations, namely international, mobile, and fixed, or alternatively, a single pre-select destination for “all calls”. Under this latter option “all calls”, including international, fixed, mobile, specially tariffed (eg free-phone, premium numbers), paging and 118X codes for Directory Enquiry services, are to be routed directly to the Operator Network.	calls basis.
3.3(h)	Calls originating from customers with the CPS service to nongeographic numbers in the Maltacom network,	Calls originating from customers with the CPS service to short codes not supported by the allotted pre-select destination(s)	



	<b>Current Maltacom RIO</b>	<b>Proposed Amendments by MCA</b>	<b>MCA Comments</b>
	namely freephones, free-calls, emergency numbers, premium numbers, phone mail access numbers, Maltacom maintenance numbers, star services, and internet service provider/VOIP access number ranges, will not be conveyed to the Operator, but will be handled within the Maltacom Network.	will not be conveyed to the Operator, but will be handled within the Maltacom Network in accordance with any directive or decision of the Authority, except where the Parties have agreed otherwise and so defined in writing.	
	<b>PRICE LIST</b>		
	The prices quoted hereunder are exclusive of VAT and any other taxes and may be amended from time to time.	The prices quoted hereunder are exclusive of VAT and any other taxes and may be amended from time to time subject to the Authority's approval in accordance with clause 1.5 in the Preface of the RIO, clause 21 and clause 29 of the RIO.	

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## **Appendix B – Application Form for Interconnection Services**

### **Items to be included**

#### Description of Network Setup:

1. High level network diagram including main site/s of OAO;
2. Checklist of required and/or optional technical standards.

#### Overview of Interconnection Plans:

1. Number of interconnection points and proposed locations;
2. Number of E1s deployed initially and forecast for next 9 months;
3. Basis for calculation of required E1s including issues such as grade of service and occupancy factors assumed by OAO;
4. Billing systems to be used. Checklist of required and/or optional standards (if applicable) and other information such as CDR format.

#### Services being requested:

- E1 Interconnection Paths;
- National termination;
- Emergency Services;
- International Access;
- Call Origination.

#### Timeframes:

Envisaged timeframes for deployment and testing from OAO