



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

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**Report on Consultation and Decision  
January 2008**

**Malta Communications Authority**

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## **1 Background**

### **1.1 Introduction**

In January 2007, the Malta Communications Authority (hereafter “the Authority”) published a Consultation and Proposed Decision on the Review of the Maltacom plc Reference Interconnection Offer (hereafter “the Proposed Decision”). This Proposed Decision included a number of proposed amendments to the Reference Interconnection Offer (hereafter “RIO”) which had been published by Maltacom plc (hereafter “Maltacom”<sup>1</sup>).

The Proposed Decision included amendments related 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. The consultation period for the aforementioned Proposed Decision ended on 30 March 2007. Two operators submitted their formal feedback, namely Maltacom and SKY Telecom Limited (hereafter “Sky”).

This Report on Consultation and Decision contains a summary of the feedback received from respondents, the Authority’s position in relation to these comments, and subsequently, the Authority’s decision on the proposed amendments to the RIO.

The Authority takes the opportunity to thank all the respondents for their contributions.

### **1.2 Regulatory Background**

In accordance with Regulation 18 of the Electronic Communications Networks and Services (General) Regulations, 2004, the Authority has undertaken a review of Maltacom’s RIO with a view of facilitating the process of interconnection and, in

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<sup>1</sup> As from 12 June 2007 Maltacom Group re-branded all its brands to “GO”. As from 19<sup>th</sup> November 2007 “Maltacom plc” has changed its company name to “GO plc”. Consequently any reference to “Maltacom” shall be taken to mean a reference to “GO plc”.

general, of ensuring that Maltacom complies with access and interconnection obligations incumbent on it under relevant legislation.

The Authority designated Maltacom plc with a Dominant Market Position (“DMP”) status in May 2002. This designation brought into effect various legislative and regulatory obligations relating to interconnection. In January 2003, Maltacom published its first RIO. In May 2003 the Authority recommended various amendments to the RIO.

A new legislative framework for the regulation of electronic communications services has since been adopted in Malta. Maltacom has been designated by the Authority as having significant market power in the wholesale call origination market and the wholesale call termination market.

## **2 Summary of Consultation Responses**

The consultation period for the Proposed Decision ended on 30 March 2007 and the Authority received submissions from the following respondents:

- Maltacom plc; and
- SKY Telecom Limited.

This section provides a summary of the general feedback received from the respondents together with the Authority's position in relation to the respective points submitted by the respondents.

Other feedback received from respondents regarding proposed amendments to specific clauses in the RIO is summarised in other sections of this document and under the "Comments & Feedback Received" column in Appendix A.

### **2.1 General Responses**

Maltacom expressed the view that the RIO had not only undergone minor changes but included new obligations such as carrier selection.

Another comment by Maltacom was that many delays encountered in establishing interconnection are attributable to a mix of factors, the most important of which is the dearth of knowledge on interconnection issues by those seeking such services. Another reason attributed by Maltacom for such delays related to the concurrent complex interconnection negotiations going on in parallel with the privatisation of Maltacom Group.

Sky commented that this consultation document is important for the future of communications regulation in Malta and in general endorsed the proposed changes to the Reference Interconnection Offer.

Maltacom did not in principle object to a revision of its reference interconnection offer. However it cautioned 'against the apparent impression of the Authority that interconnection negotiations can be simplified just by tweaking clauses and revising timeframes in the RIO'. Maltacom commented that 'it has had to involve itself in hand holding of certain operators seeking interconnection, since their grasp of the issues involved was tenuous at best'. According to Maltacom the Authority should bear in mind that 'interconnection negotiations involve two

parties and that one party cannot be held accountable for the delays or mistakes of the other’.

SKY commented favourably on the fact that the Authority has undertaken to be directly involved in matters relating to operation of the RIO, particularly in matters of amendments to RIO and annexes, as well as disputes. SKY fully supports these changes and feels that the Authority should be the point of reference for all issues that relate to the communications market as it is certainly in a position to deal with matters with expertise and efficiency.

Maltacom expressed reservations ‘on the proportionality and the practicality of the overly broad proposal to have any amendment to the RIO amend all interconnection agreements in force’. According to Maltacom many amendments can be applied to existing contracts, but there may be clauses that are the result of freely negotiated agreements that should not be changed. Maltacom claim that there are other clauses that are particular to certain contracts and not others and which reflect particular needs of a requesting operator.

Sky submitted that whilst the consultation document mentions that the proposed changes will amend all existing interconnection agreements (Proposed Decision 1), it is unclear exactly how these amendments will be incorporated into existing agreements. Particularly, SKY feels it is important to know in what way the amendments will affect provisions which are specific to the SKY-Maltacom agreement (i.e. provisions which are in addition to the standard terms in the old and new RIO) and do not conflict with RIO. SKY therefore requests more detailed direction in this regard, and proposes that the SKY-Maltacom agreement should be updated to include the proposals which will be decided upon by the Authority, whilst retaining those specific provisions which do not conflict with the amendments. Sky also submitted that this process should be supervised by the Authority.

In view of both Maltacom’s and Sky’s specific comments requesting clarification on the applicability of changes to the RIO upon interconnection agreements already signed by interconnected undertakings, the Authority is amending its Decision to the effect that existing interconnection agreements shall continue to have effect as negotiated. However, a party to an existing interconnection agreement shall be entitled, upon request to the other party, to obtain the terms

and conditions included in the most recent version of the RIO published by Maltacom.

Maltacom pointed out that the documents making up the Maltacom RIO already contain a date and version number, and described the arrangements proposed for older version documents as cumbersome. According to Maltacom the idea of keeping the last three versions of a document on the Maltacom website can only serve to confuse the reader, with little if any positive practical use, since the text of older versions will no longer apply anyway.

The Authority is amending its decision to the effect that tracked changes for versions of the RIO prior to this decision need not be made available and future tracked versions need not be published on the Maltacom website but will be communicated to the Authority.

Maltacom stated that a large number of information the Authority is proposing to have included in the application form is already spelled out in the RIO documents. Maltacom submitted that the network diagram, technical standards and the available interconnect points are all in Annex E - Network Plan and Annex H – Technical Manual. According to Maltacom, some of the information that is proposed to be listed in the application form may not be relevant to a service for which an alternative operator applies.

The Authority points out that the purpose of the application form is not to replace the technical sections of the RIO but to ensure that the party requesting interconnection provides Maltacom at least with sufficient information allowing negotiations to commence. This would also ensure that the timeframes allowed for interconnection do not commence before the prospective interconnecting party submits a completed application form to Maltacom.

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

The Authority's amendments to Maltacom's RIO are set out in Appendix A to this document. The Appendix sets out the amendments in the Proposed Decision and the Final Amendments by the Authority. The Authority's comments in respect of these amendments together with any relevant feedback received are also included in this Appendix.

#### **Decision 1**

The Authority directs that the respective clauses in Maltacom's RIO be revised as specified in Appendix A.

All existing interconnection agreements shall continue to have effect as negotiated. However, a party to any existing interconnection agreement shall be entitled, upon request to the other party, to obtain the terms and conditions included in the most recent version of the RIO published from time to time.

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

#### **Decision 2**

The Authority directs Maltacom to revise 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 Authority is mandating greater transparency of the RIO review process.

**Decision 3:**

The Authority directs 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 version of the RIO showing tracked changes in respect of the former version. Such tracked version of the RIO is to be communicated to the Authority.

In view of the recent upgrade of Maltacom's network to a Next Generation Network (NGN), the Authority is directing that the terminology of the RIO is to be updated to reflect such a transition.

**Decision 4:**

The Authority directs that Maltacom is to revise its RIO to reflect the upgrade to NGN in, *inter alia*: Annex A – Definitions; Annex E – Network Plan and the Technical Manual.

The Authority therefore also establishes that the changes laid out should be carried out within a reasonable timeframe following the publication of this decision.

**Decision 5:**

The Authority directs that the revised terms and conditions as stipulated in this document shall be implemented within six weeks from the publication of this decision.

## 4 Application Form for Interconnection Services

The Proposed Decision stated that the RIO published by Maltacom plc includes various details and a specific Order Form<sup>2</sup> for the deployment of new and additional interconnection paths. However, the Proposed Decision also noted that 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 Other Authorised Operator (hereafter "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 Authority is mandating the introduction of 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 should also include a checklist of required and/or optional standards to be met by the 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.

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

**Decision 6:**

The Authority directs Maltacom to append 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 Authority. Maltacom should design the Interconnection Services Application Form in accordance with this decision and submit the draft application form template for the Authority's approval. Amendments or additions to the list of items specified in Appendix B will be considered by the Authority where necessary.

## **5 Timelines for Interconnection**

As part of the RIO review process, the Authority is directing 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.

### **5.1 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.

Maltacom submitted that the written request should be accompanied by a written declaration by the MCA that the operator is authorised to operate a Publicly Available Communications Network. The Authority publishes a register of Authorised Undertakings, so there is no requirement for such a written declaration.

In its response to consultation Maltacom submitted that a revision of the time allowed to agree technical and commercial issues from 120 days to 20 days is unrealistic.

The Authority has considered these submissions in the light that:

- (a) Technical details will already have been provided by the OAO to Maltacom in the application form to be introduced henceforth.
- (b) Commercial terms should not require prolonged negotiation since they are already established in the reference offer.

(c) Maltacom may receive interconnection requests from different parties at the same time; however such a possibility is likely to be infrequent.

Accordingly, the Authority is revising the time period allowed during this first stage from the proposed 5 days to that of 15 days to identify issues, and from 20 days to 30 days to agree issues.

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:

	<b>Original Procedure</b>	<b>Revised Procedure</b>	<b>Current Days</b>	<b>Amended No. of Days (Max)</b>
<b>1.</b>	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
<b>2.</b>	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	15
<b>3.</b>	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	30
<b>4.</b>	Following the finalisation of the discussion in step 3 above, the Operator sends a written order to Maltacom that contains all	Following the finalisation of the discussion in step 3 above, the Operator sends a final Interconnection Services	10	10

	<b>Original Procedure</b>	<b>Revised Procedure</b>	<b>Current Days</b>	<b>Amended No. of Days (Max)</b>
	the technical and commercial issues agreed. The service shall be in accordance with the procedures laid down in the Operations manual	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		

**Table 1: Time for Initial Discussions**

**Decision 7:**

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

**5.2 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
- 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. In normal circumstances, Saturday should be considered as a working day for trenching purposes.

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.

The Authority is amending its proposed decision to the effect that:

- (a) An additional 10 days will be allowed for onsite surveys in the case of a new interconnection path on a new interconnection link;
- (b) In the case of new interconnection paths where transmission capacity needs to be increased and which are not forecasted, a timeframe of 60 days will be allowed for order and delivery of equipment instead of 27 days as had been proposed. In the case of forecasted interconnection paths, the Authority believes that no additional days are required since the forecast in itself ensures a prior notice of 4 months;
- (c) In the case of interconnection services except from the provision of a new interconnection path, a timeframe of 10 days will be allowed instead of 5 days as had been proposed.

In order to avoid unnecessary delays, the forecasting process should be linked with the ordering process. 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) are to be restructured as follows in Table 2 below:

	<b>Procedure</b>	<b>Current Days</b>	<b>Amended No. of Days (Max)</b>
<b>5.</b>	In the case of a new Interconnection Path on a new Interconnection Link.	112	On-site surveys: 10 Permit: 20 <b>plus</b> Trenching <sup>3</sup> : 1 day for every 5m <b>plus</b> If Forecast: 2 <b>or</b> If Not Forecast: 60
	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: 60
	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	Deployment 10

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<sup>3</sup> Inclusive of trenching, ducting, rodding and reinstatement. Saturday should be considered as a working day for trenching purposes.



	<p>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.</p>		
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**Table 2: Time for Deployment of Interconnection Paths**

The above timeframes do not include those allowed for testing purposes as specified in Annex C – Service Schedule 1. Furthermore, the above timeframes also allow for unforeseen difficulties to obtain the permit and during trenching works. For the purposes of the above timeframes the forecast requirement refers to the binding forecast regularly submitted by the OAO as outlined in Section 6 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.

**Decision 8:**

The MCA directs that the procedures and timelines specified in Maltacom’s RIO for deployment of interconnection paths be revised as specified in Table 2.

**5.3 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.

**Decision 9:**

The MCA directs 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; a timeline of 4 weeks will be applicable if the numbering range in question pertains to a new service requiring substantial software updates.

## 6 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 Authority is directing the following revisions to the system of forecasting interconnection paths in order to introduce a more realistic, reasonable and justifiable order 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 Authority is directing Maltacom to introduce a new forecasting system that seeks to strike a balance between the level of accuracy expected from OAOs whilst at the same time ensuring that Maltacom is not placed at a disadvantage due to significant variations between forecast and order levels.

The changes to the current ordering and forecasting procedure are set out in the following table:

- |                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. (a) 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>(b) The OAO will have 20 calendar days to convert a binding forecast into an order.</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 in the following page:</p>                                    |

- ☑ A positive variance 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.

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).

- ☑ A negative variance 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.

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 exceed the threshold limit, the OAO would become liable to a penalty. In such a case, the penalty would be equivalent to [80%](#) of the rental charge of the cumulative positive and negative variances calculated at twelve-month intervals.

- ☑ A cancellation of an order by an OAO is to be treated as a negative variance.

**Table 4: Amendments to the Procedure for the forecasting of Interconnection Paths**

**Decision 10:**

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

## Appendix A – Amendments to RIO Clauses

	<b>Amendments in Proposed Decision</b>	<b>Final Amendments by the MCA</b>	<b>Comments and Feedback Received</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.	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.
1.5	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	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.	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

	<b>Amendments in Proposed Decision</b>	<b>Final Amendments by the MCA</b>	<b>Comments and Feedback Received</b>
	amended RIO shall be published within one (1) week of its approval by the Authority.	Such revised or amended RIO shall be published within one (1) week of its approval by the Authority.	to law.
1.6	<p>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 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.</p> <p>TO BE DELETED</p>	<p>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 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.</p> <p><b>TO BE DELETED</b></p>	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 remedies according to law.

	<b>Amendments in Proposed Decision</b>	<b>Final Amendments by the MCA</b>	<b>Comments and Feedback Received</b>
1.7	<p>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.</p> <p>TO BE DELETED.</p>	<p>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.</p> <p><b>TO BE DELETED</b></p>	<p>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).</p>
<b>1.</b>	<b>Introduction</b>	<b>Introduction</b>	
A.	<p>The operator is authorised under the Electronic Communications (Regulation) Act Cap.399 to provide electronic communications networks and/or electronic communications services.</p>	<p>The operator is authorised under the Electronic Communications (Regulation) Act Cap.399 to provide electronic communications networks and/or electronic communications services.</p>	<p>This reflects the provisions regulating the new authorisation regime, under the Electronic Communications (Regulation) Act Cap.399.</p> <p><a href="#">The obligation to publish a Reference Interconnection Offer is in line with the transparency obligation imposed by the SMP Decision for the granting of access</a></p>

	Amendments in Proposed Decision	Final Amendments by the MCA	Comments and Feedback Received
			<p><a href="#">and interconnection. Hence the provisions of this RIO apply to the granting of both access and interconnection.</a></p> <p><a href="#">Regulation 58 (2) of the Electronic Communications Networks and Services (General) Regulations states that an authorised undertaking providing an <b>electronic communications service and, or network</b> to the public, has the right to negotiate interconnection with and where applicable obtain access to or interconnection from another undertaking deemed to be authorised in Malta or in another Member State to provide an <b>electronic communications service and, or network available to the public.</b></a></p>
B.	Maltacom had been designated by the MCA as having significant market power in the wholesale call origination market and the	Maltacom had been designated by the MCA as having significant market power in the wholesale call origination market	The amendments reflect article 39 of the Electronic Communications (Regulation)



	<b>Amendments in Proposed Decision</b>	<b>Final Amendments by the MCA</b>	<b>Comments and Feedback Received</b>
	wholesale call termination market, in terms of Regulation 8 of the 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	and the wholesale call termination market, in terms of Regulation 8 of the 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	Act Cap.399.
(a)	Interconnection should not be unnecessarily constrained by technical issues or limitations which have no justifiable basis.	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	The quality of interconnect services should be optimised to bring benefits to customers and the Parties should aim continuously to improve shared targets	As above.

	<b>Amendments in Proposed Decision</b>	<b>Final Amendments by the MCA</b>	<b>Comments and Feedback Received</b>
	quality of service, operations and maintenance, provisioning and network performance in interconnection.	for quality of service, operations and 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.	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	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.	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>3.</b>	<b>Commencement and Duration</b>	<b>Commencement and Duration</b>	
(a)	Either party ceases to hold an	Either party ceases to hold an	Agreement will terminate if either party

	<b>Amendments in Proposed Decision</b>	<b>Final Amendments by the MCA</b>	<b>Comments and Feedback Received</b>
	authorisation to provide telecommunications services and networks granted to it pursuant to the provisions of the Electronic Communications (Regulation) Act, Cap.399; or	authorisation to provide telecommunications services and networks granted to it pursuant to the provisions of the Electronic Communications (Regulation) Act, Cap.399; or	ceases to be authorised.
<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 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	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 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	The MCA must in all cases approve any amendments to the RIO.

	<b>Amendments in Proposed Decision</b>	<b>Final Amendments by the MCA</b>	<b>Comments and Feedback Received</b>
	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	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 and 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	The actual Point of Interconnection shall be where the Maltacom Network connects with the Operator Network and 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	The amendment clarifies the obligation incumbent on both parties to ensure sufficient capacity on any transmission mediums thus guaranteeing quality of service.

	<b>Amendments in Proposed Decision</b>	<b>Final Amendments by the MCA</b>	<b>Comments and Feedback Received</b>
	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.	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.	
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, provide, 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	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, 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	Timelines for new connections are specified in Annex D hereof, 'Service Level Agreement'.

	<b>Amendments in Proposed Decision</b>	<b>Final Amendments by the MCA</b>	<b>Comments and Feedback Received</b>
	and effectively. The same applies for the Operator in relation to Maltacom.	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 service type 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.	The charging structure for each Interconnection Service is described in the Service Schedules at Annex C hereof. Charges applicable for each service type 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.	Prices for interconnection services offered by Maltacom should be cost-oriented where applicable and not, necessarily, 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	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	As stated in Clause 1.2 above, there is no justification to have different prices when the undertaking requesting

	<b>Amendments in Proposed Decision</b>	<b>Final Amendments by the MCA</b>	<b>Comments and Feedback Received</b>
	discretion to levy alternative charges.  TO BE DELETED	discretion to levy alternative charges.  <b>TO BE DELETED</b>	interconnection intends to transit traffic.
6.3	<p>For the purposes of this clause and without prejudice to the provisions of the law and any directive or decision of the 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</p>	<p>For the purposes of this clause and without prejudice to the provisions of the law and any directive or decision of the Authority <a href="#">where the Authority so mandates,</a> "Calls" shall not include premium rate services and/or special services <a href="#">such as,</a> for example, the full range of directory services, televoting, donations and information services<del>5.7</del> <a href="#">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.</a></p> <p>Provided that this clause is limited solely</p>	<p>The Authority reserves the right at law to regulate interconnection for premium rate 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> <p>Maltacom submitted that national transit is not a regulated service in Malta and reference to it should thus be removed from the proposed amendment. The Authority has amended this clause to include <a href="#">'where such services are regulated at law'</a>.</p>

	<b>Amendments in Proposed Decision</b>	<b>Final Amendments by the MCA</b>	<b>Comments and Feedback Received</b>
	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 transit these services in accordance with any directive or decision of the Authority.	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 transit these services <u>where such services are regulated at law</u> 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 agreed by the parties from time to time.	Invoices are due and payable in Maltese Liri (LM) <sup>4</sup> or such other currency as may be agreed by the parties from time to	Unilateral discretion of Maltacom to select currency has been removed.

<sup>4</sup> As from the 1<sup>st</sup> January 2008 the words 'Maltese Liri (LM)' shall be replaced by the words 'Euro (€)'.



	<b>Amendments in Proposed Decision</b>	<b>Final Amendments by the MCA</b>	<b>Comments and Feedback Received</b>
	Invoices are payable within thirty (30) days from the date of issue of the invoice.	time. Invoices are payable within thirty (30) days from the date of issue of the invoice.	
<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 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.	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 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.	According to law the Authority may require the updating of the Network Plan. Maltacom submitted that the Authority can require the updating of the Network Plan only to reflect changes where the network itself has been modified.  For the purposes of clarity, the Plan would require updating only when the network itself has been modified.
10.2	The Forecasts provided between the Parties shall be regulated by the provisions of Annex E hereof and the Operations and	The Forecasts provided between the Parties shall be regulated by the provisions of Annex E hereof and the	Amendments to Annex E and the Operations and Maintenance Manual should be treated as normal amendments to the RIO according to the established

	<b>Amendments in Proposed Decision</b>	<b>Final Amendments by the MCA</b>	<b>Comments and Feedback Received</b>
	Maintenance Manual.	Operations and Maintenance Manual.	procedure.
10.3	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 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	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 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	This provision will ensure that the network plan is maintained up to date.
<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 necessary for Interconnection of the Operator's Network and the Maltacom Network and provision	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	The information must be necessary for the interconnection.

	<b>Amendments in Proposed Decision</b>	<b>Final Amendments by the MCA</b>	<b>Comments and Feedback Received</b>
	of Interconnection Services, provided that such information is reasonably attainable by the Party requested to provide it.	Network and provision of Interconnection Services, provided that such information is reasonably attainable by the Party 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 Authority, 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 <u>may</u> 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	If either Party shall be in breach of a	In the case of urgent circumstances the

	<b>Amendments in Proposed Decision</b>	<b>Final Amendments by the MCA</b>	<b>Comments and Feedback Received</b>
	<p>material obligation under this 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 suspended at the option of the Party not in breach.</p>	<p>material obligation under this 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 suspended at the option of the Party not</p>	<p>provision 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 remedies of termination and suspension will be kept in abeyance until the matter is decided by the Authority.</p> <p><a href="#">Once a dispute has been lodged, it is up to the Authority to decide whether a</a></p>

	<b>Amendments in Proposed Decision</b>	<b>Final Amendments by the MCA</b>	<b>Comments and Feedback Received</b>
	<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>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</p>	<p>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>Provided that each of the Parties' right to terminate or suspend performance of this Interconnect Agreement pursuant</p>	<p><a href="#"><u>breach has occurred. In investigating the dispute, the MCA may exercise all the powers including the implementation of interim measures in accordance with law.</u></a></p>

	<b>Amendments in Proposed Decision</b>	<b>Final Amendments by the MCA</b>	<b>Comments and Feedback Received</b>
	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.	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.	
18.9	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.	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.	References to the relevant clauses were erroneous or incomplete and have been corrected.
<b>21.</b>	<b>Review</b>	<b>Review</b>	
21.1	Provided that for the purposes of this Clause 21.1 the term "Interconnection	Provided that for the purposes of this Clause 21.1 the term "Interconnection	The principle of negotiation in good faith should apply to all terms and conditions of

	<b>Amendments in Proposed Decision</b>	<b>Final Amendments by the MCA</b>	<b>Comments and Feedback Received</b>
	Agreement” shall not include the Operations and Maintenance Manual, the Technical Manual and the Maltacom RIO Price List.  TO BE DELETED	Agreement” shall not include the Operations and Maintenance Manual, the Technical Manual and the Maltacom RIO Price List.  <b>TO BE DELETED</b>	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.	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
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	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	As above. Maltacom should not have the unilateral discretion to amend technical specifications and prices.

	<b>Amendments in Proposed Decision</b>	<b>Final Amendments by the MCA</b>	<b>Comments and Feedback Received</b>
	<p>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.</p> <p>TO BE DELETED</p>	<p>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.</p> <p><b>TO BE DELETED</b></p>	
21.7	<p>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.</p>	<p>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, <a href="#">and this without prejudice to any other right or remedy available to that Party</a></p>	<p>It is deemed that the Authority will be able to address any failure to agree in a more effective and timely manner.</p> <p><a href="#">Maltacom submitted that the Authority has no legal right to limit the parties' avenues of dispute resolution.</a></p> <p><a href="#">The additions to this clause were included following Maltacom's submission.</a></p>



	<b>Amendments in Proposed Decision</b>	<b>Final Amendments by the MCA</b>	<b>Comments and Feedback Received</b>
		<a href="#">in terms of law.</a>	
21.9	In all cases, the Parties shall modify or replace this Interconnection Agreement as required by any decision or directive of the Authority.	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 Authority may make in this respect in accordance with its powers at law.
21.10	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	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	This will allow the Authority to keep tabs on any updates of the interconnection agreement in particular for the purposes of ensuring non-discrimination in the provision of interconnection services.

	<b>Amendments in Proposed Decision</b>	<b>Final Amendments by the MCA</b>	<b>Comments and Feedback Received</b>
	accordance with clause 1.5 of the Preface.	approval by the Authority in accordance with clause 1.5 of the Preface.	
<b>22.</b>	<b>Force Majeure</b>	<b>Force Majeure</b>	
22.6	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.	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 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	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	Reference to Clause 23.5 was erroneous.

	<b>Amendments in Proposed Decision</b>	<b>Final Amendments by the MCA</b>	<b>Comments and Feedback Received</b>
	shall be limited to five hundred thousand Maltese Liri (LM500,000).	other 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	Any loss arising from such indemnifying Party's failure to comply with the provisions of any law.  <b>TO BE DELETED</b>	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	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 example a deposit)	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	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.  <a href="#">Following Maltacom's submission, the Authority must clarify that the term 'without limitation' is included to allow for</a>

	<b>Amendments in Proposed Decision</b>	<b>Final Amendments by the MCA</b>	<b>Comments and Feedback Received</b>
	<p>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 Interconnection Agreement by the Operator.</p>	<p>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 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 Interconnection Agreement by the</p>	<p><a href="#"><u>any other valid reasons which may raise concern over the OAO’s credit-worthiness</u></a></p> <p>Furthermore, the security itself should be proportional to the risk involved.</p>

	<b>Amendments in Proposed Decision</b>	<b>Final Amendments by the MCA</b>	<b>Comments and Feedback Received</b>
		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.	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.	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>29.</b>	<b>Amendments</b>	<b>Amendments</b>	
29.1	Any amendments and supplements to this Interconnection Agreement shall, in order for them to be valid, be drawn up in	Any amendments and supplements to this Interconnection Agreement shall, in order for them to be valid, be drawn up	See amendments to clause 21.1 and 21.4 above.

	<b>Amendments in Proposed Decision</b>	<b>Final Amendments by the MCA</b>	<b>Comments and Feedback Received</b>
	<p>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>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 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.</p>	<p>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>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 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.</p>	

	<b>Amendments in Proposed Decision</b>	<b>Final Amendments by the MCA</b>	<b>Comments and Feedback Received</b>
29.2	<p>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.</p> <p>TO BE DELETED</p>	<p>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.</p> <p><b>TO BE DELETED</b></p>	As above
29.3	<p>Any amendments to this Interconnection Agreement pursuant to directives or 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</p>	<p>Any amendments to this Interconnection Agreement pursuant to directives or 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</p>	<p>This allows particular changes required by the Authority (for example to pricing) to be automatically incorporated into the interconnection agreement.</p>

	<b>Amendments in Proposed Decision</b>	<b>Final Amendments by the MCA</b>	<b>Comments and Feedback Received</b>
	automatically incorporated into this agreement.	directive or decision be deemed to be automatically incorporated into this agreement.	
<b>31.</b>	<b>Governing Law and Jurisdiction</b>	<b>Governing Law and Jurisdiction</b>	
31.2	<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 investigate and determine any dispute arising between the parties.</p>	<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 investigate and determine any dispute arising between the parties.</p>	
<b>32.</b>	<b>Entire Agreement</b>	<b>Entire Agreement</b>	
32.1	The provisions of this Interconnection Agreement including the relevant Annexes constitute the entire agreement between the Parties in relation to the subject matter	The provisions of this Interconnection Agreement including the relevant Annexes constitute the entire agreement between the Parties in	It is clarified that the annexes form an integral part of the agreement.



	<b>Amendments in Proposed Decision</b>	<b>Final Amendments by the MCA</b>	<b>Comments and Feedback Received</b>
	<p>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 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>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 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>	
	<b>"Authority"</b> and <b>"Competent Authority"</b>	<b>"Authority"</b> and <b>"Competent</b>	

	<b>Amendments in Proposed Decision</b>	<b>Final Amendments by the MCA</b>	<b>Comments and Feedback Received</b>
	mean the Malta Communications Authority established under the Malta Communications Authority Act;	<b>Authority"</b> mean the Malta Communications Authority established under the Malta Communications Authority Act;	
	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.	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	The Billing Period for Interconnection Traffic shall be quarterly commencing on the 00.00 hours of the 1 <sup>st</sup> January,	

	<b>Amendments in Proposed Decision</b>	<b>Final Amendments by the MCA</b>	<b>Comments and Feedback Received</b>
	April, 1st July and 1st October.	1 <sup>st</sup> April, 1 <sup>st</sup> July and 1 <sup>st</sup> October.	
	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.	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 one 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 Maltacom’s Network.	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	<a href="#"><u>An additional proviso has been added following a submission by Maltacom that huge traffic differences may have adverse effects.</u></a>

	<b>Amendments in Proposed Decision</b>	<b>Final Amendments by the MCA</b>	<b>Comments and Feedback Received</b>
	<p>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.</p> <p><b>TO BE DELETED</b></p>	<p>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.</p> <p><b>TO BE DELETED</b></p> <p><u><a href="#">In the event that the Operator passes International traffic in excess of that forecasted or normal patterns, Maltacom shall use reasonable endeavours to meet this requirement, but cannot guarantee to meet this</a></u></p>	

	<b>Amendments in Proposed Decision</b>	<b>Final Amendments by the MCA</b>	<b>Comments and Feedback Received</b>
		<a href="#">requirement.</a>  <a href="#">In any case the Operator will endeavour as far as possible to provide at least 10 working days notice.</a>	
	<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 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	Carrier Pre-Select Calls (“CPS”) shall comprise calls originating from the 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-	Carrier Pre-Select service should also be implemented on an all calls basis. <a href="#">As per Maltacom’s feedback, all shortcodes (except 118X) will continue to be conveyed by Maltacom unless otherwise agreed.</a>

	<b>Amendments in Proposed Decision</b>	<b>Final Amendments by the MCA</b>	<b>Comments and Feedback Received</b>
	numbers), paging and 118X codes for Directory Enquiry services, are to be routed directly to the Operator Network.	phone, premium numbers), paging and 118X codes for Directory Enquiry services, are to be routed directly to the Operator Network, <u>except where the parties have agreed otherwise in writing, or in accordance with any directive or decision of the Authority.</u>	
3.3(h)	Calls originating from customers with the CPS service to short codes not supported by the allotted pre-select destination(s) 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.	Calls originating from customers with the CPS service to <u>all category 1,2 and 3</u> short codes (not supported by the allotted pre-select destination(s) ) <u>as specified in 3.2 above</u> will not be conveyed to the Operator, but will be handled within the Maltacom Network, <u>except: (a) where the parties have agreed otherwise in writing, in accordance with any directive or decision of the Authority; and (b) in the case of an SBWLR solution.</u>	

	<b>Amendments in Proposed Decision</b>	<b>Final Amendments by the MCA</b>	<b>Comments and Feedback Received</b>
	<b>PRICE LIST</b>		
	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.	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.	

## **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<sup>5</sup>

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<sup>5</sup> In the event that the stated timeframes are not adhered to by the OAO, such period of delay shall be added to the timeframes binding Maltacom as defined in the RIO published by Maltacom plc.