

PTA Draft Decision no. xx/2016

Instructions for amendments

The Post and Telecom Administration prescribes the following amendments to the Mila draft of the company's Reference Offer for wholesale access to local loops which will come into force from and including XX.XX 2016. In other respects the Reference Offer and its appendices shall remain unchanged.

1. The following concepts in Section 1.3 in the main text of the Reference Offer shall be worded as follows:

Local loop: *“Physical electronic communications network infrastructure in a technology independent access network, including copper and fibre-optic lines, through which it is possible to provide electronic communications services and that is generally not shared between users.*

On the one hand there is the section which connects network connection points of users with the distribution frame in a telephone exchange in the case of copper wire and on the other hand, in the case of fibre-optic, the final section of the fibre-optic system to users, that is to say from an exchange or from node points.

“Sub-loop: *The part of a copper local loop between the street cabinet to the demarcation point in the end user's demarcation box.”*

“Demarcation Box: *A closable cabinet or box which houses the demarcation point of local loops or other electronic communications cable which connects subscribers in a specific building with the public electronic communications access network where a connection is made between the public electronic communications network and internal cables.”*

“Demarcation Point: *A location where a cable in the public electronic communications network is brought into a building and connected to internal cables. This is a physical network connection point where the subscriber is provided access to the public electronic communications network. The location of the network connection point for the purpose of these rules is the first connection point within the external walls in a connection between a patch panel on an electronic communications company's cable ends and a patch panel for internal cables.”*

2. Section 9 in the main text of the Reference Offer shall be worded as follows:

“Mila is responsible for damage which can be attributed to lack of connection, interruption of electronic communications or other interference in the operations of the electronic communications network, whether this may be attributed to failures in lines, failures in exchanges or to other reasons if the lack of connection, interruption of electronic communications or other interference in question could be attributed to intent or extreme negligence on the part of Mila.”

3. Section 13 in the main text of the Reference Offer shall be worded as follows:

“Mila is authorised to request a guarantee from a service purchaser that the conditions of the agreement and of its appendices will be honoured. Should a guarantee be requested then it shall be in accordance with the expected scope of business but no higher than the equivalent of estimated monthly charges for local loop access for a period of 3 months in advance. Mila is also authorised to demand adequate guarantees for investments that need to be made to meet the special requests of service purchasers for access to local loops. This last clause only applies in exceptional instances and then only for investments that do not form the basis for monthly charges and start-up charges for local loop lease.”

4. Section 14 in the main text of the Reference Offer shall be worded as follows:

“Rights and obligations pursuant to this agreement shall not be transferred or given to another party without written permission of the counterparty.

Parties are however authorised to transfer rights and obligations pursuant to the agreement to other companies in a company group which it owns entirely on condition that the licence in question is transferred to the receiving company which declares in writing to Mila that it takes over all obligations of the transferor pursuant to the agreement.”

5. The following concept in Appendix 1a shall be defined as follows:

“VULA: Open virtual access to the local loop (Virtual Unbundling Local Access)”

6. Item 11 in Section 3 in Appendix 1a shall be as follows:

“Should it be necessary for reasons for which the service purchaser is responsible, to vacate or alter premises for which Mila is responsible, which contain cables from electronic communications companies, the owners of such cables bear each individually, the costs resulting from such changes. Should agreement not be reached between parties, the PTA can decide a division of costs.”

7. Item 13 in Section 3 in Appendix 1a shall be as follows:

“Mila reserves the right to evaluate in each instance when a fault occurs in a copper local loop, whether it is possible or more economical to transfer the local loop lease service to a fibre-optic connection instead of repairing the copper local loop. Such migration from copper to fibre-optic can however only take place subsequent to receipt of agreement of end users and service purchasers.”

8. Section 8.7 in Appendix 1a shall be as follows:

“Should a service purchaser request measurements on a local loop, the service provider shall accede to such requests. The service purchaser can request a price offer for the measurements. Should the local loop prove to be faulty then the service provider is not authorised to charge a fee for the measurements.

The service provider shall, if at all possible, provide the service purchaser with access to measurements through the service provider’s system where at least the following measurements are accessible on the service provider’s local loop network:

- *Actual Upstream and Downstream Rate*
- *Max Upstream and Downstream Rate*
- *Attenuation Upstream and Downstream Rate*
- *Noise Margin Upstream and Downstream*
- *Transit (Tx) Power Upstream and Downstream*

The objective of the above specified measurements on the part of the service provider through the service purchaser's system is to identify possible causes of interference on the local loop network and to ensure at the same time that interference caused by crosstalk is kept at a minimum."

9. The provisions of Section 2 in Appendix 2a shall be as follows:

"Appendix 2a describes the technical characteristics of the copper line for shared access, along with general requirements for equipment that may be connected to the line. If Mila offers VDSL with vectoring at the relevant connection location, then the AFF rights become void. Instead of this, Mila shall provide VULA access."

10. The provisions of Section 4 in Appendix 2a shall be as follows:

"xDSL equipment AFF shall not be located further from CPOA than 100 m but however such that the difference between the Mila connecting cable and AFF shall not be more than 50 m. This is necessary for the signals to be of the same strength on distribution frames and in this manner minimise reciprocal crosstalk". This provision does not apply to an arrangement which exceeds this reference and which is already established."

11. The following definitions shall apply to Section 1 of Appendix 2g:

"Demarcation Box: A closable cabinet or box which houses the demarcation point of local loops or other electronic communications cable which connects subscribers in a specific building with the public electronic communications access network where a connection is made between the public electronic communications network and internal cables."

12. Section 4.5 in Appendix 2h shall be as follows:

"Compensation is only paid to service purchasers who have 5 or more orders/faults in each category and area in the relevant month."