

**Decision of the President of the National Regulatory Authority for Communications
no.1379/2003 on the interconnection of leased line-terminal segments with the
fixed public telephone network, subsequently amended and completed
– unofficially consolidated text, as in force on July 24, 2007–**

Chapter I – General Provisions

Art.1. – The company “Romtelecom” – S.A., hereinafter referred to as *the Operator*, designated as having significant power in the market for the provision of leased lines-terminal segments by Decision of the President of the National Regulatory Authority for Communications no.802/2003, has, under the present decision, the obligations of transparency, non-discrimination, separate accounting, of providing certain services and of granting access to certain facilities, as well as of tariff cost-orientation, as regards the interconnection of the fixed public telephone network it operates with the public electronic communications networks operated, controlled or made available by other operators, hereinafter referred to as *Beneficiaries*, in view of providing leased line-terminal segment services.

Art.2. – (1) *The Operator* has the obligation to include, in the reference offer for interconnection with the fixed public telephone network it operates – hereinafter referred to as *RIO* – elaborated in accordance with the provisions of the Decision of the President of the National Regulatory Authority for Communications no.147/2002 on the principles and prerequisites of the reference offer for interconnection with the public fixed telephony network, the minimum set of interconnection services established by the present decision, together with the terms (including tariffs), under which these services shall be offered to the *Beneficiaries*.

(2) *The RIO* shall be sufficiently detailed to allow interconnection at all the network points where this is technically feasible and to ensure that the *Beneficiaries* would not have to pay for resources that are not necessary for the requested service.

(3) If *the Operator* offers the *Beneficiary* more favourable terms, in an interconnection agreement than those provided in the *RIO*, these terms shall be offered to all the other *Beneficiaries*, on a non-discriminatory basis.

“(4) If the *Operator* intends to amend or to complete the *RIO*, the draft amendment or completion shall be sent to the National Regulatory Authority for Communications and Information Technology – hereinafter referred to as *ANRCTI* – at least 30 days prior to adoption and shall be published on the *Operator’s* website, at least 10 days before the adoption date; in case of structural or extensive amendments, the draft amendments shall be sent *ANRCTI* at least 7 months prior to adoption and shall be published on the *Operator’s* website at least 30 days before the adoption date, excepting when the respective amendment or completion is made upon *ANRCTI’s* request.

(5) *The Operator* has the obligation to update the *RIO* whenever necessary, as well as to send the amended or completed *RIO* to *ANRCTI*, both in electronic format, and in hardcopy, and to publish it on its website, on the adoption date, in a form that should enable the easy identification of the updated elements, by formatting the added text differently and by highlighting the removed text, as well as by specifying the updating date.”

"(6) *The Operator* shall have the obligation to publish, on its website, and to update the indicator set in Annex 4, which is a part of the present decision, on a half-yearly basis."

Art.3. – The non-discrimination obligation shall be fulfilled under the following terms:

a) *The Operator* has the obligation to apply equivalent interconnection conditions in equivalent circumstances to all the entities who request or who already benefit from interconnection for leased line-terminal segments with the fixed public telephone network it operates;

b) *The Operator* has the obligation to make available to third parties all the services and information required for carrying out interconnection for leased line-terminal segments with the fixed public telephone network it operates, in the same conditions, including as regards quality, as those offered for its own services or for the services provided to entities belonging to its group.

"(2) If, for equivalent services of leased line-terminal segments, *the Operator* offers, in equivalent circumstances, more favourable conditions for its own services or for the services provided to entities in the same group than the ones stipulated in the *RIO*, these conditions shall be included in the *RIO*."

Art.4. – (1) *The Operator* has the obligation to keep separate accounts, within its internal accounting system, for all the activities associated with interconnection for leased line-terminal segments with the fixed public network it operates.

(2) *The Operator* has the obligation to charge, for the provision of the service of interconnection for leased line-terminal segments, cost-oriented tariffs, calculated base don a costing model approved by *ANRC* or, should such a model not be available, base don other methods approved by *ANRC*. The tariffs shall be detailed enough to ensure that the requesters would not have to pay for resources that are not required for the requested service.

Chapter II – Interconnection services

Art.5. – (1) *The Operator* shall offer the *Beneficiaries* at least the interconnection service for leased line-terminal segments, under the terms provided in the present decision.

(2) By the interconnection service for leased line-terminal segments, *the Operator* shall ensure a transparent and uninterrupted transmission capacity, dedicated to *the Beneficiary*, between a terminal point of the *Operator's* network and an interconnection point for leased lines (Annex 1).

(3) *The Operator* shall make available for the *Beneficiaries* the interconnection service at least for:

a) the types of leased line-terminal segments provided in Annex 2, which is part of the present decision;

b) all the types of leased line-terminal segments which are part of the leased line-total circuits, including international leased lines, offered by *the Operator* in the retail market.

"c) all the types of leased line-terminal segments, including the ones which are part of the leased line-total circuits, by means of which *the Operator* provides its own data transmission or Internet access services in the retail market."

"(3¹) The service of interconnection for leased line-terminal segments shall be provided to the *Beneficiaries* in all the configurations and using all the technologies which *the Operator* offers in the retail market or which he uses as a dedicated and permanent support for

providing its own leased line services in the retail market, data transmission services or Internet access services."

(4) From the requests for services of interconnection for various types of leased line-terminal segments, *the Operator* shall first solve those for the types of leased line-terminal segments provided at point 1 of Annex 2.

Art.6. – (1) *The Operator* shall offer interconnection services for leased line-terminal segments at all the access points provided in Art.7 (1) a), to the extent to which the requests are reasonable. "The *Operator's* refusal shall be soundly grounded and shall be communicated in written form to the requester and to *ANRCTI*, within 5 working days from the date of receiving the initial or subsequent requests for interconnection for leased line-terminal segments."

(2) *The Operator* shall offer the *Beneficiary* access to all the services required so that the latter could provide its own electronic communications services, including access to operation assistance systems and information systems or databases for preparing orders, maintenance and requests for repairs.

(3) In view of granting access to the services provided in paragraph (2), *the Operator* shall stipulate in the *RIO*, where the case may be, the technical specifications of the interfaces in its information systems and in the *Beneficiary's* ones.

(4) Any restriction regarding the provision of interconnection services for leased line-terminal segments or of other services, in accordance with the provisions of the present decision, shall be specified in the *RIO*, highlighting the estimated date when the respective restriction is to be removed.

Art.7. – (1) *The Operator* has the obligation to provide the following information on its access points, in the *RIO*:

a) for each transmission node associated with a transit switch in *the Operator's* network, a list including all the transmission nodes on the regional transmission network it belongs to, all the transmission nodes on the subordinated local transmission networks, respectively all the transmission nodes on the subordinated access networks, according to the network architecture;

b) for each of the access points defined by the transmission nodes provided at letter a):

I. node type, respectively a detailed description of the technical specifications of the access points, referencing, as the case may be, the relevant standards, as regards the physical and electrical interface and the transmission interface, as well as information on the functional capacities offered through these interfaces (less than 2 Mbit/s, between 2 Mbit/s and 155 Mbit/s included, and, respectively, over 155 Mbit/s);

II. a graphic representation of the geographical area covered through the access network of the respective node directly (there is a local loop in place or a local loop may be installed to serve the respective area) or indirectly, by means of the access network of another node in the same regional transmission network, situated:

1. on a hierarchically lower level, according to the network architecture; or
2. on the same hierarchic level, according to the network architecture; or
3. on a hierarchically lower level than the nodes provided at point 2, according to the network architecture.

(2) The geographical area served by a transmission node (geographical area where, when installing a network terminal point, this may be connected to the respective transmission node, the capacity defined between this terminal point and the transmission node thus creating leased line-terminal segment) shall not be smaller than the geographical area served

by the same node in case of the *Operator's* providing the leased line service in the retail market.

"(3) The data provided in paragraph (1) shall be updated at least on a monthly basis, specifying the updating date."

Art.8. – *The Operator* has the obligation to provide, in the *RIO*, the following information regarding the provision of the service of interconnection for leased line-terminal segments:

- a) technical characteristics, including physical and electrical characteristics, as well as detailed performance specifications of the network terminal point;
- b) tariffs for each type of leased line, including connection tariffs and usage tariffs;
- c) procedure for launching orders;
- d) regular delivery term for each type of leased line;
- e) regular repair procedure and terms for each type of leased line;
- f) quality standards for each type of leased line;
- g) interoperability tests required for each type of leased line;
- h) cases and procedure for paying damages or amounts to be returned to the *Beneficiaries*.

Art.9. – (1) *The Operator* has the obligation to make available, for the operators who request services of interconnection for leased line-terminal segments, detailed information on the network it operates, so that they could efficiently choose the access points for interconnection and plan the development of their own networks or services. Such information shall include at least:

- a) addresses of all the access points provided in Art.7 (1) a);
- b) capacities available at each of the access points.

(2) *The Operator* has the obligation to provide, in the *RIO*, the manner in which the requesters may access the data provided in paragraph (1).

"(3) The data provided in paragraph (1) shall be updated at least on a monthly basis, specifying the updating date."

Chapter III – Terms for the negotiation and implementation of interconnection agreements

Art.10. – (1) The maximum negotiation term in view of concluding a frame interconnection agreement for leased line-terminal segments based on the *RIO* is of 2 months from the date of the *Operator's* receiving a request therefor.

"(1¹) *The Operator* has the obligation to send *ANRCTI* a copy of each of the interconnection requests for leased line-terminal segments and, respectively, of each of the subsequent requests for amending, completing or withdrawing the initial request, within 2 working days from the reception date."

(2) The frame interconnection agreements shall be concluded for the period requested by the *Beneficiaries*.

Art.11. – (1) *The Operator* shall ensure the implementation of the provisions of the frame interconnection agreement so that, for each type of leased lines, the maximum term of

delivery of the requested leased line-terminal segments to the *Beneficiaries* should be equal to the usual term of the *Operator's* delivery of leased line-total circuits in the retail market.

(2) The maximum delivery term shall be calculated starting from the date of placing each capacity order based on the frame interconnection agreement, until the actual making available of the leased line-terminal segment, functional and in good order, so that the *Beneficiary* could start service provision immediately.

(3) The testing period required for the leased line-terminal segment is included in the maximum delivery term and shall not exceed:

- a) one working day, for leased lines with a capacity below 1 Mbit/s;
- b) 2 working days, for leased lines with a capacity between 1 and (including) 2 Mbit/s;
- c) 5 working days, for leased lines with a capacity exceeding 2 Mbit/s.

(4) In all cases, the maximum delivery term shall not exceed:

- a) 30 calendar days, for leased lines with a capacity below 2 Mbit/s and for unstructured leased lines with a capacity of 2 Mbit/s;
- b) 45 calendar days, for leased lines with a capacity exceeding 2 Mbit/s and for structured leased lines with a capacity of 2 Mbit/s.

(5) As regards the provision of new types of leased lines, for which the term of the *Operator's* delivery, on the retail market, cannot be established, the maximum delivery term shall be established, upon the notification of the *Operator* or of the person who requests interconnection services for the respective types of leased lines, by the *ANRC* President's Decision.

(6) *The Operator* shall notify *ANRC* on the intention to provide, on the retail market, the types of leased lines provided in paragraph (5), at least one month before the launch of the public offer.

(7) The damages to be paid for delayed payment of the leased lines shall be established by the parties within the framework interconnection agreement and shall cover at least the *Beneficiary's* loss caused by the impossibility to benefit from interconnection for leased lines-terminal segments from the established date.

Art.12. – (1) The regular delivery term is the period within which 95% of the leased lines of the same type were made available for the end-users, calculated from the date of placing a firm order by the latter.

(2) The regular delivery term shall be calculated as days (calendar days), taking into consideration the effective period in which the leased lines were made available to the end-users, during the last calendar year. The calculation methodology for the regular delivery term is provided at point 1 of Annex 3, herewith enclosed.

(3) The regular delivery term shall be established taking into account the orders which required the building of infrastructure. The cases when the *Beneficiaries* requested delivery within a longer term shall not be considered.

Art.13. – Where collocation is required for the provision of interconnection services, the maximum delivery term provided in Article 11(1) includes the term required for the *Operator's* completing all the works required in view of preparing the allocated site, as well as for making available the site to the *Beneficiary*.

Art.14. – (1) For each type of leased lines, the maximum repair time for the leased lines-terminal segments offered to the *Beneficiaries* shall be equal to the regular repair term for leased lines-total circuits offered by the *Operator* on the retail market.

(2) the maximum repair time shall be calculated from the moment of notifying a flaw according to the framework interconnection agreement, until the remedying moment, so as to enable the *Beneficiary* to resume service provision immediately.

(3) In case of providing interconnection services for new types of leased lines, for which the *Operator's* regular repair term on the retail market cannot be established, the maximum repair time shall be established, upon the notification of the *Operator* or of the person that requests interconnection services for the respective types of leased lines, by the *ANCR* President's decision.

(4) Damages to be paid for the delayed completion of repairs shall be established by the parties within the framework interconnection agreement and shall cover at least the loss incurred by the *Beneficiary*, following its impossibility to benefit from the leased line-terminal segment service during the respective period.

(5) All the flaw remedying costs shall be incurred by the *Operator*, except for the case when the *Beneficiary* is proved guilty for generating the respective flaw.

(6) If the *Operator* breaks the term provided in paragraph (1), the *Beneficiary* may bear the remedy costs, which are to be recovered from the *Operator*.

Art.15. – (1) The regular repair term is the period within which 80% of the flaws occurred on the leased lines of the same type made available for the end-users have been remedied, calculated from the moment when the notification regarding the flaw reached the department in charge of flaw remedying. If, for the same type of leased lines, different levels of repair quality are provided, regular repair terms shall be established for each level.

(2) The regular repair term shall be calculated as hours (calendar time), taking into account the effective period within which the leased line flaws have been remedied, during the last calendar year. The calculation methodology for the regular repair term is provided at point 2 of Annex 3.

Chapter IV – Tariffs

Art.16. – (1) The interconnection tariff for leased line-terminal segments shall include an initial connection tariff and a usage tariff.

(2) Where there are tariff differences based on service quality or on the number of leased lines made available for one *Beneficiary*, these shall be provided in the *RIO*.

„Art.17. – (1) The *Operator* shall submit to *ANRC*, for approval, the interconnection tariffs for the provision of leased line-terminal segments, which are to be established based on the tariffs charged by the former for the provision of leased line services on the retail market, adjusted in view of removing the retail costs, or, where this method cannot be used, based on the tariffs charged on the comparable competitive markets or based on other methods approved by *ANRC*.“

(2) By the date of *ANRC's* approving the cost calculation model provided in Article 4(2), any amendment of the interconnection tariffs for leased lines-terminal segments shall be submitted to the prior approval of *ANRC*.

Chapter V – Final Provisions

„Art.18. – (1) The provisions of Article 2 letters c), m) and r)–y), Article 9, Article 12(2), Article 13 letters a) and b), Article 14(1) and (3), Article 15(1) letter a), paragraphs (2) and (4), Article 16, Article 17(1) and (2), Articles 18-29 and Article 33 of the ANRC President’s Decision no.147/2002 on the principles and prerequisites of the reference offer for interconnection with the fixed public telephone network, with the subsequent amendments and completions, shall apply to interconnection of leased line-terminal segments with the *Operator’s* fixed public telephone network, to the extent they do not breach the provisions of the present decision.”

(2) In view of enforcement for the interconnection of leased line-terminal segments with the *Operator’s* fixed public telephone network, the following terms shall be defined as follows:

a) the *Operator’s access point*, respectively *the Beneficiary’s access point* – physical interface at the transmission node (digital distribution frame) on the *Operator’s* network, respectively on the *Beneficiary’s* network, where interconnection may be achieved;

b) *capacity of the interconnection link* – capacity defined for the interconnection link and for the relevant access point at which the *Beneficiary* wishes to interconnect, featuring the values corresponding to each type of leased lines-terminal segments or to a group of leased lines-terminal segments, as the case may be;

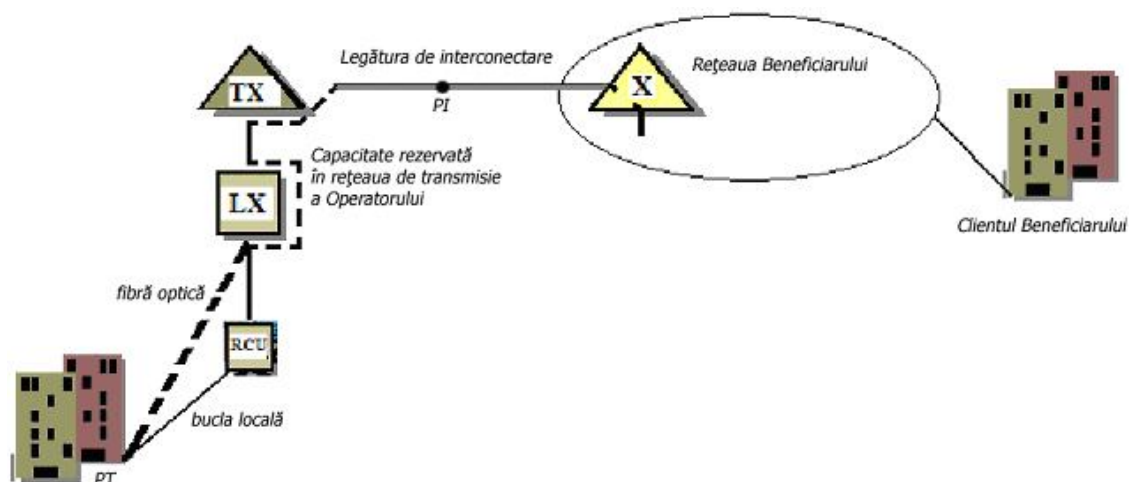
c) *Beneficiary’s site* – building owned by the *Beneficiary*, hosting the *Beneficiary’s* transmission equipment at which interconnection is achieved and the *Beneficiary’s* digital distribution frame;

d) *Operator’s building* – building hosting the *Operator’s* transmission equipment at which interconnection is achieved and the *Operator’s* digital distribution frame.

Art.19. – By March 1, 2004, the *Operator* has the obligation to complete the *RIO* according to the provisions of the present decision.

Art.20. – The present decision shall be communicated to the company „Romtelecom” – S.A.

Annex 1



PT - Punct terminal al rețelei

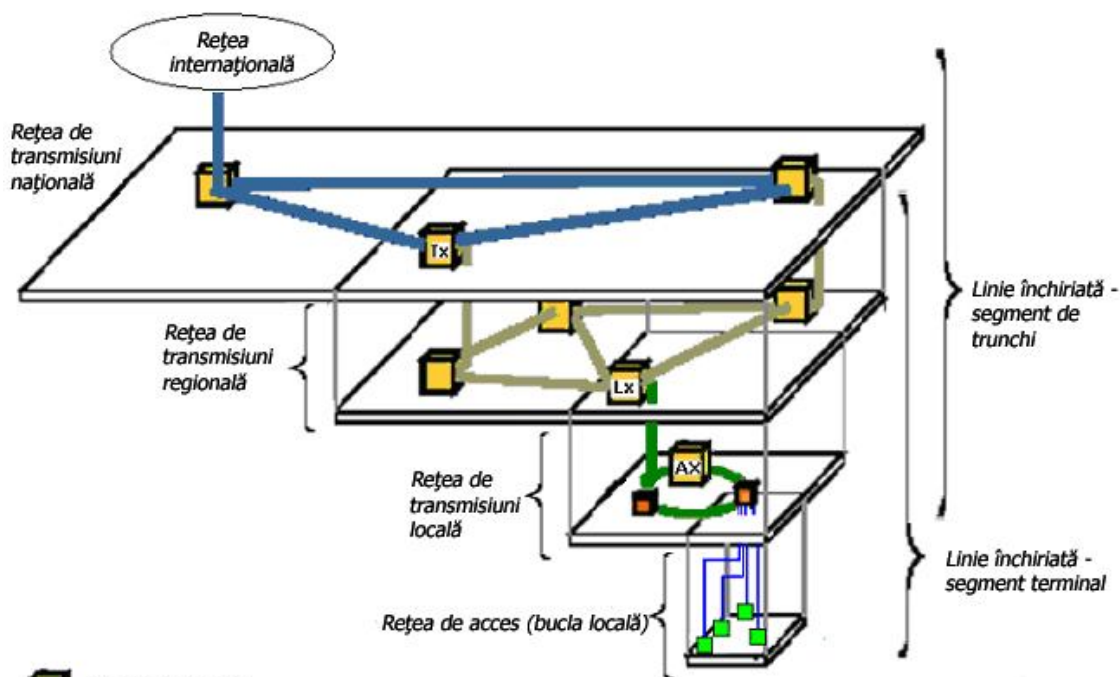
RCU - Concentrator distant

LX - Comutator local

TX - Comutator de tranzit

PI - Punctul de interconectare

X - Comutator din rețeaua Beneficiarului



Comutator / router



Concentrator distant



Punct terminal (acces utilizator final)



AX - Comutator analogic

Annex 2

Types of leased lines offered to the *Beneficiaries*

1. Leased lines with technical characteristics harmonised at the level of the European Union

Leased line type	Technical characteristics ¹	
	Interface technical specifications	Connecting characteristics and performance specifications
Analogue, for regular quality voice services	2 wires - ETS 300 448 or 4 wires - ETS 300 451	2 wires - ETS 300 448 4 wires - ETS 300 451
Analogue, for premium quality voice services	2 wires - ETS 300 449 or 4 wires - ETS 300 452	2 wires - ETS 300 449 4 wires - ETS 300 452
Digital, 64 kbit/s	ETS 300 288 ETS 300 288/A1	ETS 300 289
Unstructured digital, 2048 kbit/s	ETS 300 418	ETS 300 247 ETS 300 247/A1
Structured digital, 2048 kbit/s	ETS 300 418	ETS 300 419

2. Other types of leased lines

Structured digital, 34,368 kbit/s	ETS 300 686	ETS 300 687
Unstructured digital, 34,368 kbit/s	ETS 300 686	ETS 300 687
Structured digital, 139,264 kbit/s	ETS 300 686	ETS 300 688
Unstructured digital, 139,264 kbit/s	ETS 300 686	ETS 300 688
Digital, 155 Mbit/s (STM-1)	Based on ITU-T G.708	Based on ITU-T G.708

Note:

A leased line is considered to be "structured" when it is subdivided into one or several 64 kbit/s channels. The leased line is considered "unstructured" when it is not subdivided into one or several 64 kbit/s channels, the capacity being used as one plain flow.

"Analogue leased lines provided by the *Operator* on the retail market or on the wholesale market under the commercial name of "analogue leased line M1020" ("local data transmission circuit" – CLTD) shall be offered to the *Beneficiaries* according to the provisions of the present decisions, under the technical conditions applicable to the *Operator* in the retail or in the wholesale market, without necessarily observing the technical terms provided at point

¹ Specificațiile pentru aceste tipuri de linii închiriate definesc, de asemenea, punctele terminale ale rețelei (NTPs).

1 for analogue leased lines for regular/Premium quality voice services. CLTD is a physical circuit, consisting of one (or two) twisted metallic pair/s, between the interconnection point and the network terminal point situated at the end-user's point of presence, located in the same regional geographic area. CLTD may include the copper circuit between two or several distribution frames. CLTD shall be provided without any active equipments or filters. CLTD shall be provided, under the above-mentioned terms, at least throughout one year from the date of introducing this type of leased line-terminal segments in the *RIO*, except for the cases when the *Operator* offers the *Beneficiaries*, during this term, an equivalent service based on the reference offer for the unbundled access to the local loop."

Annex 3

1. Calculation methodology for the regular delivery term

Leased lines shall be listed in the reverse order of the delivery terms.

5% of the total number of leased lines shall be removed from among the leased lines with the longest delivery term, in reverse order.

The longest delivery term of the remaining leased lines shall be the regular delivery term.

2. Calculation methodology for the regular repair term

Leased lines shall be listed in the reverse order of the repair terms.

20% of the total number of leased lines shall be removed from among the leased lines with the longest repair term, in reverse order.

The longest repair term of the remaining leased lines shall be the regular repair term.

„Annex 4

Statistic indicators on the provision of leased lines-terminal segments

No.	Indicator	Quarterly result (reporting period: ...)	
		Self-provided <i>Operator</i>	<i>Beneficiaries</i>
1.	Average delivery term for leased line-terminal segments	(days)	(days)
2.	Average repair term	(hours)	(hours)
3.	Total number of leased line-terminal segments provided		
4.	Number of leased line-terminal segments provided within an exceeded maximum delivery term		
5.	Number of orders for leased line-terminal segments rejected		

Note: Values of the indicators for the self-provision of leased line-terminal segments shall be calculated so as to reflect the terms required for accomplishing the respective processes/activities which are absolutely necessary and equivalent to the ones accomplished in view of providing leased line-terminal segments to the *Beneficiaries*."