

Decision of the President of the National Regulatory Authority for Communications no.1098/2004 on the principles and prerequisites of the Reference Offer for Unbundled Access to the Local Loop, amended and completed by the Decision of the President of the National Regulatory Authority for Communications no.190/2006  
-unofficially consolidated text-

Having regard to the provisions of Article 38(1), (3) and (5), of Article 34 (3) and of Article 46(1) point 11 of the Government Emergency Ordinance No.79/2002 on the general regulatory framework for communications, approved, with amendments and completions, by the Law No.591/2002, and also of the provisions of Article 8(1), Article 9(1), Article 10, Article 12, Article 13 and Article 14 of the Government Ordinance No.34/2002 on access to the public electronic communications networks and to the associated infrastructure, as well as their interconnection, approved, with amendments and completions, by the Law No. 527/2002,

Having regard to the provisions of the Decision of the President of the National Regulatory Authority for Communications no.801/EI/2003 which designated S.C. "Romtelecom" – S.A. as having significant power in the market for the provision of full or shared unbundled access to the twisted metallic pair local loop for the purpose of providing broadband electronic communication services and publicly available fixed telephone services,

## **THE PRESIDENT OF THE NATIONAL REGULATORY AUTHORITY FOR COMMUNICATIONS**

issues the following:

### **DECISION ON THE PRINCIPLES AND PREREQUISITES OF THE REFERENCE OFFER FOR UNBUNDLED ACCESS TO THE LOCAL LOOP**

#### **Chapter 1 – General provisions**

Article 1 – (1) Romtelecom – S.A., hereinafter referred to as *the Operator*, designated as having significant power on the market for the provision of full or shared unbundled access to the twisted metallic pair local loop for the purpose of providing broadband electronic communication services and publicly available fixed telephone services by the Decision of the President of the National Regulatory Authority for Communications no. 801/EI/2003, has the obligation of non-discrimination concerning full or shared unbundled access to the twisted metallic pair local loop of the public fixed telephony network operated by this company, for the purpose of providing broadband electronic communication services and publicly available fixed telephone services, hereinafter referred to as *unbundled access to the local loop*, to other operators of public electronic communications networks or providers of publicly available electronic services, hereinafter referred to as *Beneficiaries*, as follows:

a) *The Operator* has the obligation to apply equivalent conditions for providing the *unbundled access to the local loop*, under equivalent circumstances to all the *Beneficiaries* who request or already benefit from *unbundled access to the local loop*;

b) *The Operator* has the obligation to make available to third parties all the specific elements of the network, the associated infrastructure, the necessary information and services for the provision of *unbundled access to the local loop* under the same

conditions, including quality, as those offered for its own services or for the services provided to the persons from the same group.

(2) The *Operator* shall not refuse the provision of *unbundled access to the local loop*, excepting where this is not technically feasible, may jeopardize the *Operator's* network integrity or it seriously interferes with the *Operator's* provision of services.

(3) Within 45 days since the date of communication of the present Decision, the *Operator* has the obligation to publish, at least on its own Internet page, and to make available to any requesting party a reference offer for *unbundled access to the local loop*, hereinafter referred to as the *RUO*, which shall comprise at least the minimum set of services for the provision of *unbundled access to the local loop* established by this decision, together with the conditions, including those referring to tariffs, under which these services will be offered to the *Beneficiaries*.

(4) The *RUO* should be sufficiently detailed to allow provision of *unbundled access to the local loop* at all network's points where this is technically feasible and to ensure that the *Beneficiaries* will not have to pay for resources which are not necessary to the service requested.

(5) Should the *Operator* offer a *Beneficiary* more favourable conditions for the *unbundled access to the local loop* than those provided for in the *RUO*, the respective conditions shall be offered to all the other *Beneficiaries*, on non-discriminatory grounds.

<sup>(5<sup>1</sup>)</sup> The *Operator* will send the National Regulatory Authority for Communications, hereinafter referred to as *ANRC* - both in electronic format and on paper - and publish, on its website, a document regarding the internal reference conditions for the *unbundled access to the local loop*, hereinafter referred to as *CIRA*, which must include the set of *unbundling* services established by the present decision and by the *RUO*, together with the detailed conditions under which these services are provided for the operator's own needs, in view of supplying the *Operator's* own services in the retail market.

<sup>(5<sup>2</sup>)</sup> *CIRA* will include, among others, the list of all the services offered for the provider's own needs for the purpose of supplying *unbundled access to the local loop*, the cross-subsidization tariffs for each of these services, quality conditions, terms of provision, flaw remedy terms and a detailed description of the internal conditions for service provision (activities, person in charge, document flow, duration etc.).

<sup>(5<sup>3</sup>)</sup> *CIRA* will have a structure and a content equivalent with the *RUO's* and will be sufficiently detailed to allow the identification of all the differences between the terms of providing *unbundled access to the local loop* for the operator's own needs and the terms of providing such services to the *Beneficiaries*. Therefore, the *unbundling* services provided for the operator's own needs will be defined in the *CIRA* in an equivalent manner with the services of *unbundled access to the local loop* offered to the *Beneficiaries* provided in the *RUO*. The manner in which the services of *unbundled access to the local loop* are provided for the operator's own needs will be described in such detail as to facilitate the identification of identical, similar or equivalent processes provided in the *RUO*.

<sup>(5<sup>4</sup>)</sup> Where there are differences between the conditions in which the *unbundled access to the local loop* are provided for the provider's own needs and those in which these services are provided to the *Beneficiaries*, the *Operator* will include in the *CIRA* detailed explanations regarding the causes of these differences and will present the internal operational mechanisms by which equivalent conditions are ensured for the services provided for the operator's own needs and for those provided to the *Beneficiaries*.

<sup>(5<sup>5</sup>)</sup> The *Operator* will take all the steps necessary to prove – at any moment - upon *ANRC's* request, that no discrimination is made between *Beneficiaries*, on the one hand, and its own services or the services provided to entities of the same group, on the other hand, as regards the provision of the *unbundled access to the local loop*, including access to information concerning its access network in view of providing services in the retail market.

(5<sup>6</sup>) Where, after sending the *CIRA* to *ANRC* and publishing it on the *Operator's* website, the latter intends to amend the terms under which *unbundled access to the local loop* is provided for its own needs, these amendments must be inserted in the *CIRA* first.

(5<sup>7</sup>) Where, for equivalent services of *unbundled access to the local loop*, the *Operator* offers to its own services, in equivalent circumstances, more advantageous conditions than those provided in the *RUO*, these conditions must be included in the *RUO* and must be offered also to the *Beneficiaries*, on non-discriminatory bases.

(5<sup>8</sup>) The *Operator* has the obligation to amend and complete the *CIRA* upon *ANRC's* request, in view of ensuring compliance with the obligations imposed on it, according to the legal provisions."

(6) Should the *Operator* intend to amend or to complete the *RUO* or the *CIRA*, the amended or completed draft shall be sent to *ANRC*, at least 30 days before the date of entry in force and published on *the Operator's* Internet page at least 10 days before the respective date. In case of structural or extensive amendments, the draft must be sent to *ANRC* at least 7 months before the adoption date and published on the *Operator's* website at least 30 days before the adoption date, excepting the case when the respective amendment or completion has been required by *ANRC*.

(7) The *Operator* has the obligation to update the *RUO* and the *CIRA* every time this is necessary and send *ANRC*, both in electronic form and on paper, as well as publish on its website the amended or completed *RUO* or *CIRA* on the date of their adoption, in a form that allows easy identification of the updated elements, by using a different text format and by distinctly highlighting the removed text, as well as by identifying the updating date.

"(7<sup>1</sup>) The *Operator* has the obligation to publish, on its website, and to update - on a quarterly basis - the set of indicators provided in Annex no.5."

(8) Tariffs provided in the *RUO* shall be cost-oriented, based on a costing model or based on other methods approved by *ANRC*, and shall be sufficiently detailed to ensure that the requesting parties will not have to pay for resources that are not necessary to the service requested.

**Article 2.** – Within the meaning of this decision, the following definitions shall apply:

a) *local loop* – the physical circuit, that comprises a twisted metallic pair, extending between the network terminal point located at the subscriber's point of presence and the main distribution frame of the *Operator's* network;

b) *local sub-loop* – the section of the local loop, which connects the network terminal point located at the subscriber's point of presence, and an intermediate distribution frame;

c) *access point* – the physical interface situated at the level of a distribution frame of the *Operator's* access network, where the *unbundled access to the local loop* may be acquired;

d) *main distribution frame* – the distribution frame located at the most distant point of access to the local loop from the subscriber's point of presence, providing to the respective subscriber, where an access point to the local loop may be established;

e) *intermediate distribution frame* – the distribution frame located between the subscriber's point of presence and the main distribution frame, where an access point to the local sub-loop may be established;

f) *hand over distribution frame* – the distribution frame where the *Beneficiary's* equipment connects to the main or the intermediate distribution frame (by means of the internal or external tie cables);

g) *internal tie cables* – the twisted metallic pairs which connect the main or intermediate distribution frame, on the one hand, with the *Operator's* cable chamber or

with the hand over distribution frame located in the *Operator's* space, as the case may be, on the other hand (see annex 1);

h) *external tie cables* – the twisted metallic pairs which connect the *Operator's* cable chamber serving the main or the intermediate distribution frame, and the hand over distribution frame located outside the *Operator's* space (see annex 1);

i) *power spectral density* – frequency-based distribution of power on the bandwidth unit of the spectrum components of a signal or noise, having continuous spectrum and limited average power; power spectral density measures as dBm/Hz;

j) *power spectral density mask* – the envelope generated by the maximum rated value of the power spectral density, according to the Management Plan of the local loop and sub-loop Frequency Spectrum;

k) *the Operator's building* – the building where the *Operator's* main or intermediate distribution frames are located, where the *unbundled access to the local loop* is provided;

l) *the Operator's space* – the immovables owned by the *Operator*, including: the *Operator's* building, other facilities, as well as the non-built area.

## **Chapter II – Methods of providing *unbundled access to the local loop***

**Article 3.** – (1) The *Operator* shall make available for the *Beneficiaries* at least the following methods of providing *unbundled access to the local loop*, according to the conditions established by this decision:

- a) full access to the local loop;
- b) shared access to the local loop.

(2) The *Operator* shall operate and maintain the local loop and the *Beneficiary* shall operate and maintain the active or passive equipments of transmission located at the ends of the local loop or sub-loop.

**Article 4.** – By **full access to the local loop** the *Operator* shall allow the *Beneficiary* the exclusive use of the whole frequency spectrum of the local loop or sub-loop. The *Beneficiary* can independently decide the electronic communication services to be provided by the local loop or sub-loop. (see annex 2, exhibit 1).

**Article 5.** – (1) By **shared access to the local loop**, the *Operator* shall allow the *Beneficiary* the use of those frequencies of the local loop or sub-loop employed for the provision of broadband electronic communication services, while the *Operator* shall use the frequencies employed for the provision of publicly available fixed telephone services. The *Beneficiary* can independently decide the electronic communication services to be provided by the local loop or sub-loop. (see annex 2, exhibit 2).

(2) By shared access to the local loop, the *Operator* shall provide and maintain the splitters situated at the access point and at the subscriber's point of presence, should the *Beneficiary* not request to provide and maintain them itself, which will drive to a deduction of the respective costs from the connection tax.

(3) The *Beneficiary* shall establish the technical and commercial conditions under which it will provide the broadband electronic communication services to the subscribers.

**Article 6.** – (1) The *Operator* shall provide *unbundled access to the local loop* at all the access points provided for in Article 10 paragraph a), according to the provisions of Article 1(2). The *Operator's* refusal shall provide the grounds thereof and shall be communicated in writing to the requesting party and to ANRC, according to this decision.

(2) Any limitations regarding the provision of services of *unbundled access to the local loop* shall be specified in the RUO, mentioning the provisioned date when the respective limitation is to be withdrawn.

(3) For the purpose of providing *unbundled access to the local loop*, and without interfering with the services provided by the local loop or sub-loop, the *Operator* shall

remove all its passive or active equipments (loading coils, repeaters, couplers, compensators etc.) located on the local loop or sub-loop to which access is required.

(4) The *Operator* shall offer the *Beneficiary* access to its operational support systems, information systems, as well as to its databases for preparing the orders, supplying, maintenance, repair requests and billing. In order to permit access, the *Operator* shall provide technical specifications concerning the interfaces of its information systems in the *RUO*.

„(5) The *Operator* does not have the obligation to provide unbundled access to the local loop or sub-loop of the public pay telephones or of the telecentres.”

**Article 7.** – (1) The local loop or sub-loop consists of the active physical circuits used by the *Operator* to provide electronic communications services to the subscribers, the physical circuits installed, but not used, as well as other physical circuits which may be made available to the *Beneficiaries* by connecting circuit segments already installed or by building new circuit segments on the existing infrastructure, as well as by building infrastructure facilities (conduit or poles) over a distance of maximum 300 m or, in rural localities, over a distance of maximum 500 m, in order to reach the terminal point of the network situated at the subscriber’s access point.

(2) The costs of building the infrastructure facilities over a distance exceeding 30 m shall be paid by the *Operator*, whereas the costs for building infrastructure facilities over a distance exceeding 30 m shall be paid by the *Beneficiary*.

(3) The *Beneficiary* may choose to pay all the costs for building infrastructure.

(4) If the *Beneficiary* does not choose to pay all the costs for building infrastructure in view of installing a local loop, the period for concluding the agreement of providing *unbundled access to the local loop*, as regards the respective local loop, shall be of at least 12 months.

**Article 8.** – (1) The *Operator* shall provide in the *RUO* detailed information regarding the set of technical and quality parameters for the services provided to the *Beneficiaries*.

(2) Any modification made by the *Operator* to its network or to the spaces where *unbundled access to the local loop* is achieved, including the removal of one main or intermediate distribution frame, which could affect the services provided by the *Beneficiary*, and which could be materially prejudicial to the latter, shall be notified to the *Beneficiary* in advance, at least 12 months prior to the respective modification.

(3) repealed.

(4) Should any operations of refurbishment or upgrading of its access network occur, the *Operator* shall take all the necessary measures so that the *Beneficiary* could continue providing, at normal parameters, its own electronic communication services by means of *unbundled access to the local loop*.

„(5) The *Operator* has the obligation to publish in the *RUO* the plans for modifying the access network in case of expiry of the network equipment lifetime and of modernising the access network, at least 12 months prior to the modification.

(6) The *Operator* will publish full and detailed information regarding the sites that are to be discarded, refurbished or modified, specifying the infrastructure facilities involved and the coverage of these elements, in a format that could allow their easy identification, as well as the date programmed for the modification work. For each space where modifications are programmed, the *Operator* will provide alternative solutions for access to the infrastructure facilities in view of providing *unbundling* services, in compliance with the provisions of paragraph (4).

(7) The *Operator* has the obligation to update the plans provided in paragraph (5) on a quarterly basis, specifying their degree of fulfilment for the past quarter and adding the modification plans for the following quarter.”

**Article 9.** – (1) The *Operator* shall start providing access to the local loop or sub-loop on the condition that the *Beneficiary* possess a written authorisation, specifying the respective objective, from the subscriber to whom it is to provide electronic communication services.

(2) The authorisation shall provide at least the subscriber's identification data and signature, number and date of the prior agreement concluded between the *Beneficiary* and the subscriber, and, for full access to the local loop, the request of cancellation of the agreement concluded with the *Operator*. The work group provided for in Article 18 shall draw up the authorisation models for each of the methods of providing *unbundled access to the local loop* stipulated in Article 3(1).

### **Chapter III – Provision of Information for the *unbundled access to the local loop***

**Article 10.** – (1) The *Operator* shall provide in the *RUO* the following information regarding its access points:

- a) a list of all the main and intermediary frames of its access network;
- b) a list of the postal codes in the geographical area provided for by each main and intermediary frame;
- c) the numbering blocks (the root *0ZABPQ* of the national number *0ZABPQMCDU*) implemented in the switches provided for by each main and intermediary frame.

"(2) In case of changing the information provided in paragraph (1), within 30 days from performing the changes, the *Operator* will publish on its website a draft for amending or completing the *RUO*, with the updated information, which is to be adopted within 10 days from its publication date, in compliance with the provisions of Article 1(7)."

**Article 11.** – (1) The *Operator* will make available for the *Beneficiaries* requiring the provision of *unbundled access to the local loop* detailed information on the network they operate, so that they could effectively choose the access points and plan the development of their own electronic communication networks or services. The respective information shall focus on the following issues:

- a) addresses of all the main/intermediate frames;
- b) number of loops and sub-loops currently used or which may be used, for each main and, respectively, intermediate frame, as well as their operation period left;
- c) the average length of the local loops or sub-loops, for each main frame;
- d) the operation period left for each main and intermediate frame;
- e) type and technical characteristics of the local loops or sub-loops required with a view to providing *unbundled access to the local loop*: length, diameter, the presence of any passive or active equipments (loading coils, repeaters, couplers, compensators etc.), extension length, as well as the technical and quality parameters resulted from the tests performed, in order to easily and accurately establish the types of broadband electronic communication services to be provided by means of the respective local loop or sub-loop;
- f) the flaws or faults known by the *Operator* for each main or intermediate frame where *unbundled access to the local loop* is required, as well as for each local loop or sub-loop required for the provision of *unbundled access to the local loop*;
- g) other existing statistic information regarding the *Operator's* access network.

(2) The *Operator* shall provide in the *RUO* the manner in which the applicants may have access to the information provided for in paragraph (1).

(3) The information provided for in paragraph (1) subparagraphs a)–d) shall be available since the date of the *RUO* publication for all the main and intermediate

frames. "Such information will be updated within 30 days from the occurrence of the changes."

(4) The information provided for in paragraph (1) subparagraphs e)–g) shall be available for the applicants to the extent and within the term observed by the *Operator* for the provision of its own broadband electronic communications services retailed or for the services provided to the entities in the same group, but not later than 30 days since the date when they were required. The format, and the due terms in which this information shall be made available, as calculated since the date of the *Beneficiary's* filing of the request, shall be provided in the *RUO*.

#### **Chapter IV – Technical options for the provision of *unbundled access to the local loop***

**Article 12.** – (1) The *Operator* shall make available for the *Beneficiary* the following technical options for providing *unbundled access to the local loop*:

- a) **in the *Operator's site***, where the *Beneficiary* will be co-located in the *Operator's* space;
- b) **distant co-location**, where the *Beneficiary's* equipment will be located outside the *Operator's* space.

(2) The *Beneficiary* may choose any of the two manners of providing *unbundled access to the local loop* stipulated in paragraph (1).

**Article 13.** – (1) The *Operator* shall install, test and maintain the internal link cables as well as the following facilities, upon the *Beneficiary's* request:

- a) hand over distribution frame;
- b) external tie cables, for the remote *unbundled access to the local loop*.

"(1<sup>1</sup>) The *Operator* will test the internal link cables only upon the *Beneficiary's* request".

(2) Should the *Beneficiary* wish to provide the external tie cables stipulated in paragraph (1) himself, the *Operator* shall provide the *Beneficiary* physical access by the *Operator's* own ducts and cables, so that the *Beneficiary* could connect its own equipment.

**Article 14.** – (1) The *Operator* shall provide, install, test and maintain, upon the *Beneficiary's* request, transmission link between the *Beneficiary's* equipment and the nearest access point to the *Beneficiary's* network (the backhaul service).

(2) Should the *Beneficiary* wish to provide the transmission link stipulated in paragraph (1) himself, by optic support or by twisted metallic pairs, the *Operator* shall provide adequate physical connection by its own cable ducts, between the *Beneficiary's* equipment and the nearest manhole chimney outside the *Operator's* space, or – upon request - shall install and maintain the respective connection on behalf of the *Beneficiary*, so that the *Beneficiary* could connect its own equipments.

(3) Should the *Beneficiary* wish to provide the transmission link stipulated in paragraph (1) himself on radio support, the *Operator* shall provide adequate physical connection (fibre optic, twisted metallic pairs) between the *Beneficiary's* co-located equipment and a radio transmission equipment co-located in the same space of the *Operator*, or – upon request - shall install and maintain the respective connection on behalf of the *Beneficiary*, so that the *Beneficiary* could connect its own equipments.

(4) The *Operator* shall allow the *Beneficiary* to build its own facilities for direct interconnection with a *third Beneficiary* that was allotted co-location space in the same space of the *Operator*, including the situation when the *Beneficiary* wished to buy the transmission link stipulated in paragraph (1) from the *third Beneficiary*.

**Article 15.** – (1) If any of the facilities provided and maintained by the *Operator* under the provisions of this Decision is damaged, within no longer than one hour from the notification of the damage by the *Beneficiary* or from the moment when the *Operator* found out about the damage in any other way, the *Operator* shall launch the activities which are necessary to identify and remedy the breakdown, even temporarily, and to eliminate or limit the possible losses.

(2) The longest delay for remedying the breakdown, for 95% of the breakdowns of the local loop or sub-loop, is of 48 hours, and – respectively - 72 hours, for 5% of the breakdowns of the local loop or sub-loop, from the notification of the damage by the *Beneficiary* or from the moment when the *Operator* found out about the damage in any other way. Should the presentation format for the results of the tests performed by the *Beneficiary* correspond to the one used by the *Operator*, the longest delay for repairing the breakdown is of 24 hours for 95% of the breakdowns and – respectively – of 48 hours, for 5% of the breakdowns.

(3) Should a breakdown occur in the *Operator's* space, the longest delay for repairing the breakdown is of 3 hours, from the notification of the damage by the *Beneficiary* or from the moment when the *Operator* found out about the damage in any other way.

(4) The charges for the remedy of the damages shall be entirely borne by the *Operator*, except for the case where it is proved that the *Beneficiary* is responsible for the damage.

(5) In case where the *Operator* fails to meet the term provided in paragraph (1) and (2), and the *Beneficiary* can remedy the damages at its own expense, under the conditions established by the *Operator*, the corresponding charges shall be recuperated from the *Operator*.

(6) The delay penalties for the remedy of damages shall be established by the parties in the frame-agreement of providing *unbundled access to the local loop*, in compliance with the minimum limits provided in the RUO.

**Article 16.** – (1) Until March 1, 2005, the *Operator* shall establish, following consultations with the *Beneficiaries*, submit to ANRC for visa and implement an electronic system for the management of orders for the provision of *unbundled access to the local loop*, which will operate simultaneously with the ordinary ordering system employed by the *Operator*, for at least 2 months.

(2) Following consultations with the *Beneficiaries*, the *Operator* will request ANRC's agreement on any amendment to the electronic system for the management of orders for the provision of *unbundled access to the local loop* which could affect the *Beneficiary's* activity. These amendments are to be published on the *Operator's* website, at least 10 days prior to adoption.

(3) Following consultations with the *Beneficiaries* and with the *Operator*, ANRC may impose amendments to the electronic system for the management of orders, in view of optimising the provision of the *unbundled access to the local loop* through this system.

**Article 17.** – The *Operator* has the obligation to register the orders for the provision of *unbundled access to the local loop* and the requests for damage remedy, specifying the manner and the lead times for their fulfilment, and to register the new physical circuits built under the provisions of Article 7(1). These registering reports shall be transmitted to ANRC every six months.



**Article 18.** – (1) Within 30 days from the moment the present decision has been communicated, a work group, hereinafter referred to as *the work group*, shall be established in order to lay down the conditions for the implementation of broadband electronic communications services on the local loop and sub-loop.

(2) *The work group* shall assemble representatives of ANRC, of the *Operator*, of other operators of public electronic communications networks or providers of publicly available electronic communications services, as well as representatives of producers of electronic communications equipments.

(3) *The work group* shall be coordinated by a specialist appointed by the ANRC President.

**Article 19.** – *The work group* has the following objectives:

- a) maximising the number of physical circuits of which the local loop or sub-loop are made, and by which broadband electronic communication services may be provided;
- b) limiting the requirements regarding the technical features of the equipments that may be used for the provision of broadband electronic communication services;
- c) limiting the risk of interference between the broadband electronic communication services and the publicly available fixed telephone services;
- d) limiting the risk of affecting the *Operator's* network integrity;
- e) ensuring the compliance with the principle of non-discrimination while the *Operator* and the *Beneficiaries* are implementing the broadband electronic communication services;
- f) promoting technologic neutrality.

**Article 20.** – (1) Within 6 months from the date of its establishment, *the work group* shall submit to the approval of the ANRC President the Spectrum Management Plan for the Local Loop and Sub-loop, hereinafter referred to as *the management plan*.

(2) Should the *work group* not submit *the management plan* by the deadline provided for in paragraph (1), this plan shall be established by ANRC.

(3) The *Operator* has the obligation to include *the management plan* in the *RUO*, within 10 days from its adoption under the provisions of paragraph (1) or (2), as the case may be.

**Article 21.** – (1) *The management plan* lays down the list of power spectral density masks for each service provided by means of the local loop or sub-loop.

(2) While drawing up *the management plan*, the authors shall take into consideration the technologies currently used by other operators of public electronic communications networks or providers of publicly available electronic communications services or by the *Operator* using the support of the *Operator's* access network, as well as the technologies provided for in the ETSI Standards, or – should they not be available – in the ITU Recommendations.

**Article 22.** – (1) Prior to the adoption of the *management plan*, the *Operator* shall provide *unbundled access to the local loop* disregarding the technical features of the *Beneficiary's* equipments, for the technologies currently used by other operators of public electronic communications networks or providers of publicly available electronic communications services or by the *Operator* using the support of the *Operator's* access network, as well as the technologies provided for in the ETSI Standards, or – should they not be available – in the ITU Recommendations, in compliance with the provisions of Article 1(2).

(2) The technologies implemented with a view to providing broadband electronic communication services prior to the establishment of the power spectral density mask,

which are not compatible with the respective power spectral density mask, shall be used afterwards on the condition that they should not significantly interfere with the provision of other services.

**Article 23.** – *The management plan* may be modified under the following circumstances:

- a) implementation of new technologies which are not compatible with the power spectral density mask;
- b) upgrading the current technologies;
- c) removing some outdated technologies.

## Chapter VI – Co-location

**Article 24.** – The *Operator* shall offer the *Beneficiary* the possibility of installing and connecting any equipment required for the provision of *unbundled access to the local loop* in the co-located space.

“**Art.24<sup>1</sup>.** – (1) The co-locable space allotted to a *Beneficiary*, based on each initial or subsequent request for the provision of the unbundled access to the local loop, will not exceed 4 square meters.

(2) If the required co-locatable space exceeds 4 square meters, the *Operator* will allot to the *Beneficiary* a 4 square meter space and will send the request to *ANRC*, within 2 working days from its reception date, in order to be granted the approval the allocation of an additional space.

(3) The subsequent requests for the allocation of co-locatable spaces in the *Operator's* same space will be accepted only after at least 70% of the capacity of each rack installed is efficiently occupied, alongside with the equipments necessary to achieve the *unbundled access to the local loop* to or the interconnection or with the equipments necessary for their optimum functioning.”

**Article 25.** – (1) Physical co-location shall be realized in the *Operator's* space by any of the following methods:

- a) by building a room, a fence or another similar structure with protection role, by the *Beneficiary* itself or at its expense;
- b) in the same space where the *Operator's* equipment functions, without building a structure with protection role.

(2) The *Beneficiary* can choose any of the co-location forms provided in paragraph (1), the *Operator* being obliged to provide at least one of these, according to the priority specified by the *Beneficiary*.

“(2<sup>1</sup>) The *Operator's* refusal must be thoroughly justified and will be communicated in writing to the requesting party and to *ANRC*, within 5 working days from the reception of the initial or subsequent co-location requests in order to achieve the *unbundled access to the local loop*.”

(3) Virtual co-location shall be realized in the same space where the *Operator's* equipment functions, without building any structure with protection role, if the parties do not agree otherwise.

**Article 26.** – (1) Within two months from the date of the *RUO* publication, the *Operator* shall prepare the co-locatable space at the following access points in Bucharest: Victoria, Dacia, Dorobanți, Colentina 1, Militari 1, Sud-Est (Vitan), Sud-Vest (Puișor), Piscului, Băneasa, Piața Victoriei.

“(1<sup>1</sup>) In the case provided in paragraph (1), as well as in other cases in which the co-locatable space was previously prepared by the *Operator* or by other *Beneficiaries*, the

co-locable space will be made available to the *Beneficiaries* within 2 working days from the date of concluding the frame-agreement for the provision of the *unbundled access to the local loop* or, as the case may be, from the date of amending the provisions thereof.”

(2) In case of the sites at the access points provided in paragraph (1), released and made available for co-location after the date of *RUO's* initial publication, as well as in case of the co-locatable sites from the *Operator's* other access points, which had not been previously prepared by the *Operator* or by other *Beneficiaries*, the respective sites will be prepared and made available to the *Beneficiaries* within 30 days from the date of concluding the framework-agreement for the provision of the *unbundled access to the local loop* or, as the case may be, from the date of amending its provisions.

(3) The *Operator* shall not proceed to the provision of its own broadband electronic communications services at the access points stipulated under paragraph (1) concerned by co-location requests whose term has been exceeded.

**Article 27.** – (1) *The Beneficiary* shall be allowed to overtake the responsibility of preparing the co-locatable space, using the entrepreneurs agreed by the *Operator*.

(2) Should several *Beneficiaries* wish to overtake this responsibility, one of them shall be assigned to prepare the co-locatable space, and the costs shall be shared by all the *Beneficiaries*.

“(3) In the cases provided in paragraph (1) and (2), the *Operator* will make available to the *Beneficiary* the co-locatable space within 2 working days from the date of concluding the framework-agreement for the provision of *the unbundled access to the local loop* or, as the case may be, from the date of amending its provisions.”

**Article 28.** – (1) The *Operator* shall offer the *Beneficiary* the possibility of unaccompanied access to the co-located space.

(2) Should the unaccompanied access of the *Beneficiary* represent a significant risk for *the Operator's* equipment integrity and network security, the parties shall conclude prior agreements regarding the unaccompanied access to the co-located space, at cost-oriented tariffs, including agreements regarding the emergency access with a view to damage remedies.

**Article 29.** – The *Operator* shall provide the *Beneficiary* with any other utilities required for co-location, such as electricity, air conditioning, heating and facilities for moving the equipments.

**Article 30.** – (1) The co-location agreements, concluded or in process of negotiation, for the provision of *unbundled access to the local loop* shall not interfere with the co-location agreements, concluded or in process of negotiation for interconnection with the *Operator's* network.

(2) For the purpose of obtaining the *unbundled access to the local loop*, the *Beneficiary* may use the co-located space for interconnecting with the *Operator's space*, where the case may be.

(3) For the purpose of interconnecting with the *Operator's* network, the *Beneficiary* may use the co-located space for obtaining the *unbundled access to the local loop*, where the case may be.

## **Chapter VII – Negotiation and implementation terms for agreements for the provision of *unbundled access to the local loop***

**Article 31.** – (1) The maximum negotiation term for concluding a framework-agreement for the provision of *unbundled access to the local loop* based on the *RUO* is 2 months from the date when the *Operator* receives a request in this respect.

“(1<sup>1</sup>) The *Operator* has the obligation to send *ANRC* a copy of each of the requests for the provision of *the unbundled access to the local loop* and, respectively, of each of the subsequent requests for amending, completing or withdrawing the initial request, within 2 working days from the date of their reception.”

(2) The *Operator* shall elaborate the technical solutions for the implementation of the *unbundled access to the local loop*, according to the *Beneficiary's* request and shall communicate it to the *Beneficiary* within 20 days from the date of receiving the request.

“(2<sup>1</sup>) The *Operator's* must be thoroughly justified and communicated in writing to the requesting party and to *ANRC*, within 20 days from the date of receiving the request for the unbundled access to the local loop, excepting the case provided in Article 25(2<sup>1</sup>).”

(3) Within 15 days from the date of the *RUO* publication, the *Operator* has the obligation to publish on its website and to make available for any applicant a standard-agreement for the provision of *unbundled access to the local loop* realised under the *RUO* provisions, so that the *Beneficiaries* could easily choose the access points, the access and co-location options, as well as any other services offered based on the *RUO*. The standard-agreement for the provision of *unbundled access to the local loop* shall explicitly stipulate the tariffs for the provision of services of *unbundled access to the local loop* and for all the other services, with a view to obtaining the *unbundled access to the local loop*.

(4) By way of exception from the provisions of paragraph (1), should the *Beneficiary*, by the application for access to the local loop or sub-loop, agree on the provisions of the standard-agreement for the provision of *unbundled access to the local loop* and mention the access points, the access and co-location options, as well as the other services to be purchased, the negotiation term is maximum 30 days from the date of receiving the application.

(5) The *Operator* shall ensure the compliance with the provisions of the standard-agreement for the provision of *unbundled access to the local loop*, so that the provision of *unbundled access to the local loop* could start within 45 days from the date of concluding the agreement.

(6) Should there be switches for which the co-locatable space has been prepared in advance, according to the provisions of Article 26(1), or for which the co-locatable space has been prepared by the *Operator* or by other *Beneficiaries*, as well as for the remote provision of *unbundled access to the local loop*, the maximum term for the implementation of the standard-agreement for the provision of *unbundled access to the local loop* is 20 days from the date of concluding the agreement.

“(7) The provisions of paragraphs (1)-(6) will also correspondingly apply in the case of amending or completing the framework-agreement for the provision of *the unbundled access to the local loop*.”

**Article 32.** – (1) If co-location is needed in order to provide the *unbundled access to the local loop*, the terms mentioned in Article 31(5) and (6) shall also include the period which is necessary for the *Operator* to carry out all the necessary works for the preparation of the allocated space, as well as for making this space available to the *Beneficiary*.

(2) If the *Beneficiary* does not install its equipment in the space that was allocated for co-location within 15 days from the date when this space was made available to it, the terms mentioned in Article 31 (5) and (6) shall be extended correspondingly.

(3) If the *Beneficiary* does not install its equipment in the space that was allocated for co-location within 30 days from the date when this space was made available to it, due to reasons that are imputable to it, the *Operator* will withdraw the allocation, with the approval of *ANRC*. Upon request of the *Beneficiary*, *ANRC* can establish a longer period for

installing the equipment if it considers this necessary having regard to the technical features of the respective equipment.

“(4) In the case provided in Article 27, if the *Beneficiary* does not prepare the space allocated for collocation and does not install its equipments in the space thereof within 45 days from the conclusion of the framework-agreement for the provision of *the unbundled access to the local loop* or from the date of amending its provisions, as the case may be, the term provided in Article 31(5) will be correspondingly extended.

(5) In the case provided in Article 27, if the *Beneficiary* does not prepare the space allocated for collocation and does not install its equipments in the space thereof within 75 days from the conclusion of the framework-agreement for the provision of *the unbundled access to the local loop* or from the date of amending its provisions, as the case may be, the *Operator* will withdraw the allocation, upon *ANRC* approval. Upon the *Beneficiary's* request, *ANRC* can establish a longer period for preparing the co-locatable space if it considers this necessary having regard to the technical features of the respective equipment.”

**Article 33.** – (1) Should there be orders for the provision of the *unbundled access to the local loop*, based on a framework-agreement, the maximum term for making available the local loop or sub-loop is 8 days from the date of the *Operator's* reception of an order for the respective purpose. The procedure for drawing up the orders is provided in annex 3.

(2) Where the provision of *unbundled access to the local loop* based on such orders requires building new circuit segments or performing additional works, according to the provisions of Article 7(1), the maximum term for making available the local loop or sub-loop is 25 days from the date of the *Operator's* reception of an order for the respective purpose.

(3) The *Operator's* refusal must be thoroughly justified and will be communicated in writing to the requesting party and to *ANRC*, within 3 days, so that the total maximum term should not be shorter than 2 working days from the date of receiving the order by the *Operator*.

(4) Where the order for the provision of the *unbundled access to the local loop*, based on a frame-agreement, concerns a main or an intermediate frame for which co-location has not been achieved, provisions of Articles 31 and 32 shall apply accordingly.

**Article 34.** – The damages paid for failure to comply with the terms provided for in Articles 26, 27, 31 and 33 shall be established by the parties in the frame-agreement for the provision of the *unbundled access to the local loop*, in compliance with the minimum limits provided in the *RUO*.

**Article 35.** – Except for the case provided for under Article 7(4), the agreements for the provision of the *unbundled access to the local loop*, shall be concluded over an unlimited period, if the *Beneficiary* does not request to be concluded over a limited period. Agreements for the provision of the *unbundled access to the local loop* concluded over an unlimited period shall not include a provision for the unilateral termination in favour of the *Operator*.

## Chapter VIII – Maximum tariffs

**Article 36.** – The maximum tariffs that the *Operator* can charge the *Beneficiaries* for using the *unbundled access to the local loop* are provided in annex no.4.

## Chapter IX – Final provisions

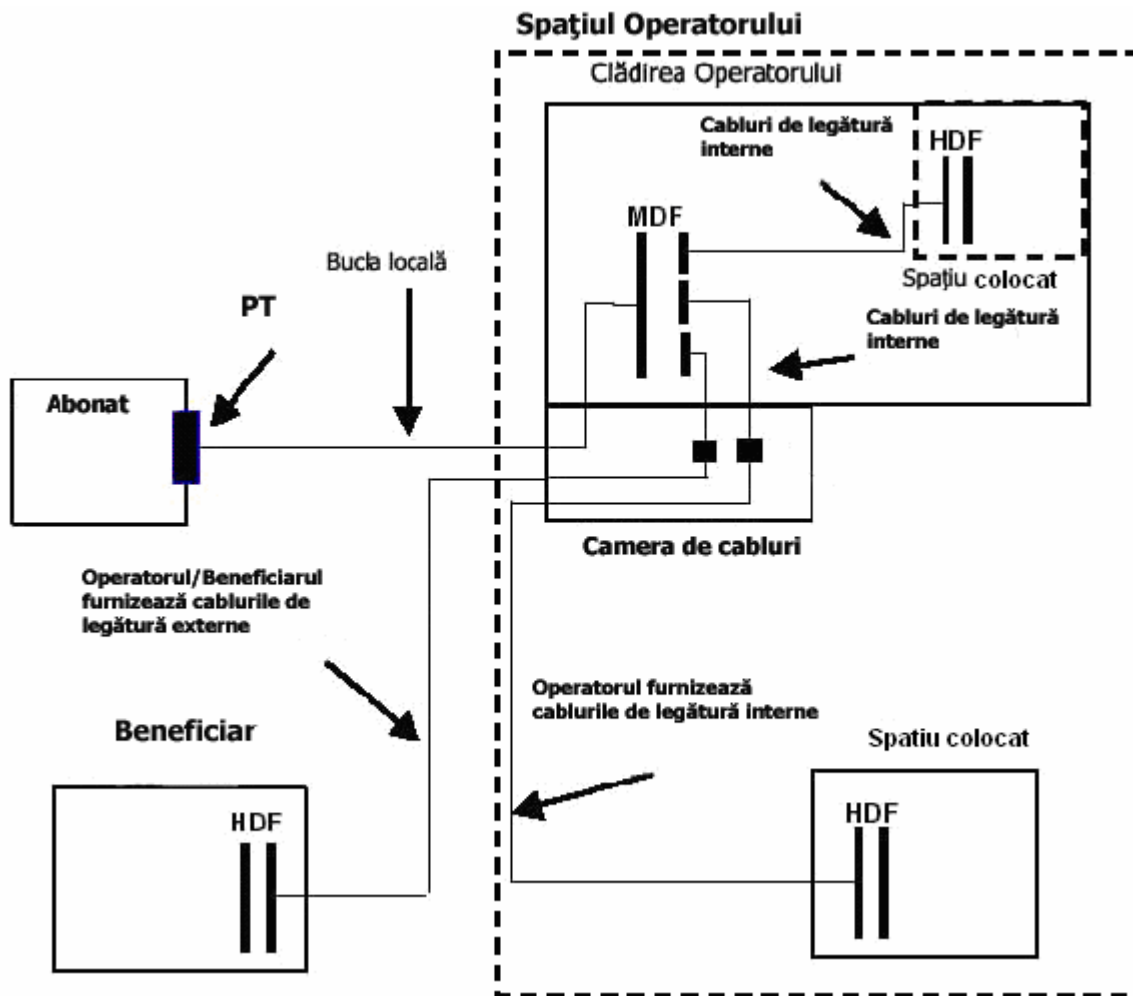
**Article 37.** – The provisions of Article 2 paragraphs b)–d) and s)–y), Articles 18–22, Article 24, Article 27, Article 29 and Article 33 of the Decision of the President of the National Regulatory Authority for Communications (ANRC) no.147/2002 on the principles and prerequisites of the reference offer for interconnection with the public fixed telephony network, amended and completed by the Decision of the President of the National Regulatory Authority for Communications no. 1384/2003, shall be applied with regard to the *unbundled access to the local loop*, to the extent they are not in breach of the present decision.

**Article 38.** – Annexes no.1-5 are a part of the present Decision.

**Article 39.** – The present Decision shall be communicated to Romtelecom – S.A.

## Annex no.1

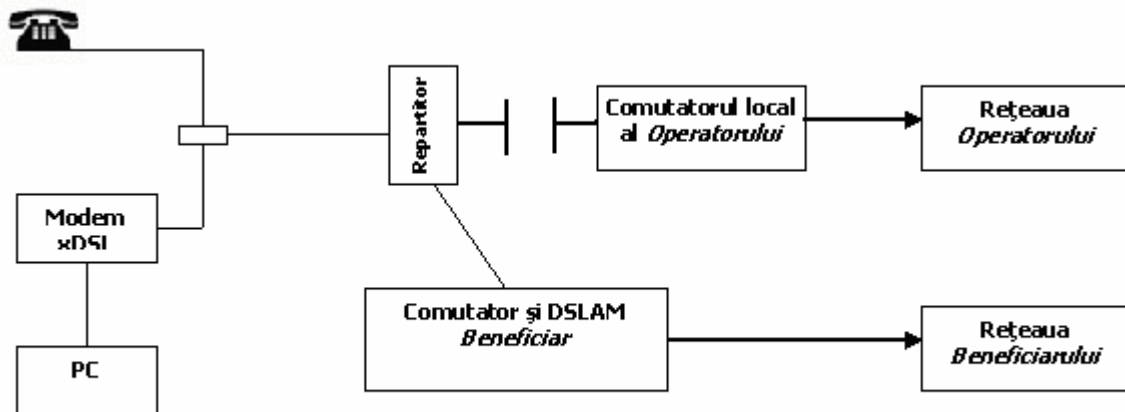
### Internal and External tie cables



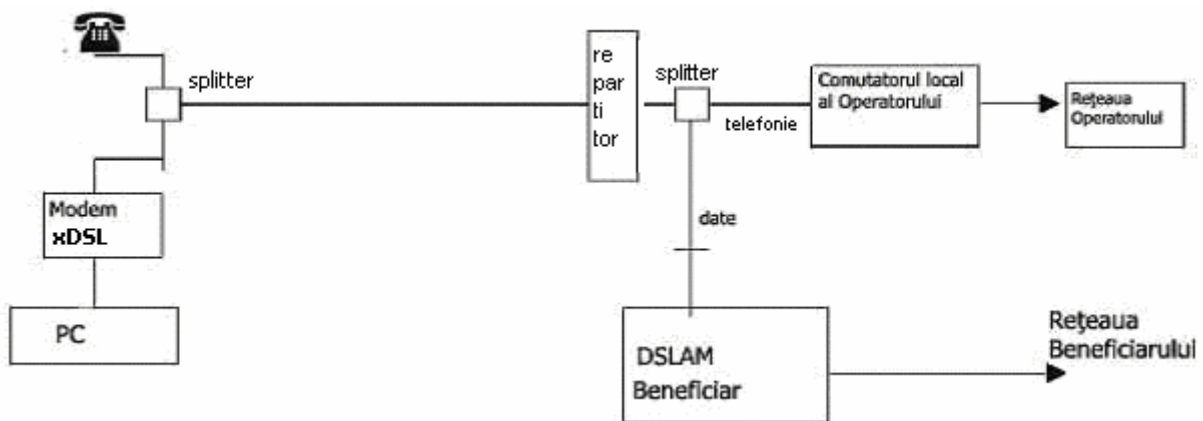
**MDF – Main Distribution Frame;**  
**HDF – Handover Distribution Frame;**  
**PT – terminal point.**

## Annex no.2

**Fig. 1 – Full access to the local loop**



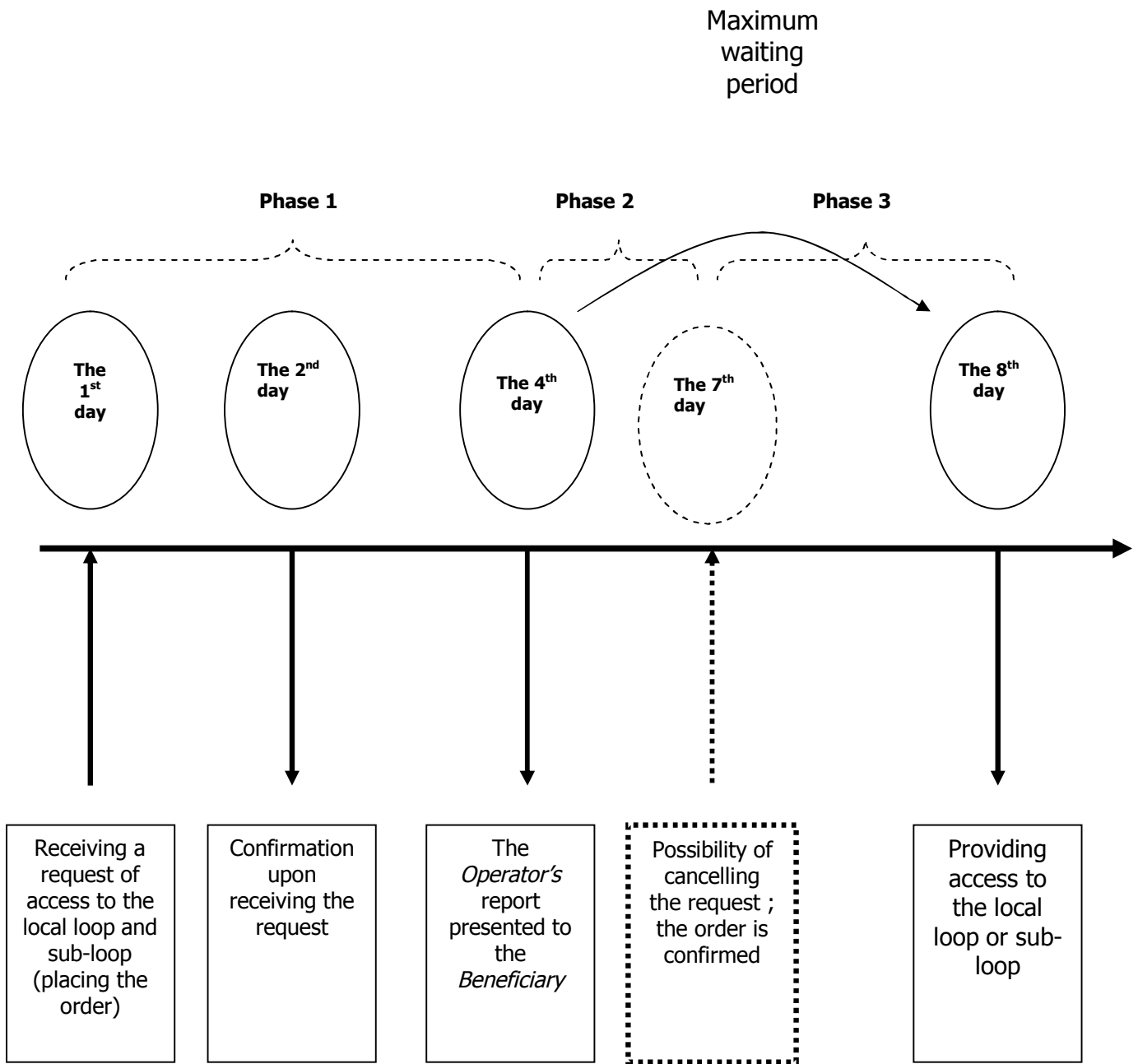
**Fig. 2 – Shared access to the local loop**



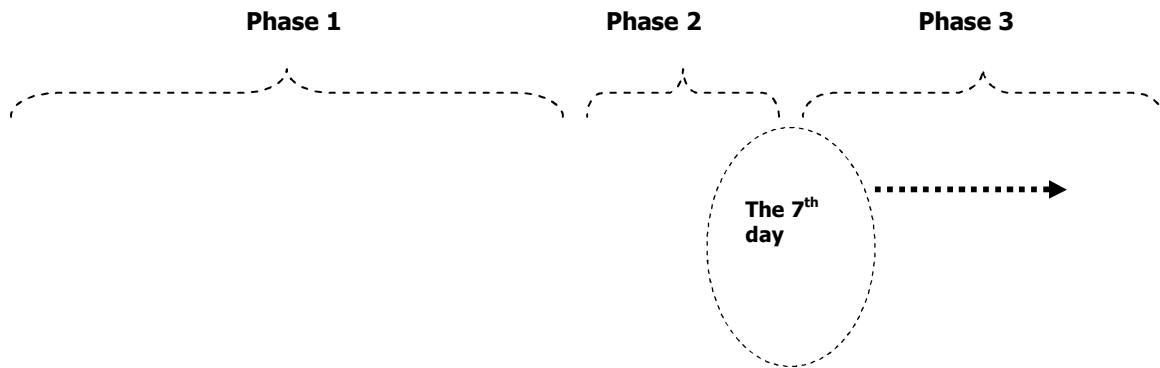


# Annex no.3

## Ordering procedure



## In the situation provided in Article 33(2):



### Phase 1

- a) The *Beneficiary's* request of *unbundled access to the local loop* (placing the order);
- b) The *Operator's* confirmation upon receiving the order, within one day from the date of placing the order;
- c) The *Operator* draws up a report on the respective order, within three days from the date of receiving the order, so that the total maximum term should not be shorter than 2 working days, including:
  - the date when the physical circuit will be made available to the *Beneficiary*;
  - type and technical characteristics of the twisted metallic pairs of the local loop or sub-loop;
  - statistical information regarding the access network;
  - methods of performing the tests;
  - specification regarding the presence of a fault-tracking device at the subscriber's point of presence;
- d) reservation of the physical circuit until the order is confirmed.

### The second phase

The order is confirmed. An order shall be deemed confirmed if the *Beneficiary* has not cancelled it within 3 days from the reception of the *Operator's* report.

On the date of the order confirmation, the *Beneficiary* shall have the written authorisation of the subscriber to be connected, as the case may be, in order to be provided *unbundled access to the local loop*.

### **The third phase**

- a) starting providing access to the local loop or sub-loop;
- b) performing tests regarding the electronic communication services provided by the local loop or sub-loop, including the operation of the line between the subscriber's point of presence and the hand over distribution frame;
- c) starting providing the electronic communication service by the *Beneficiary*.

**Annex no.4**

**Maximum tariffs for providing *unbundled access to the local loop*<sup>1)</sup>**

	<b>Monthly lease tariff</b>	<b>Connection tariff</b>
<b>Full access to the local loop</b>	<b>EUR8,37</b>	<b>EUR59</b>
<b>Shared access to the local loop</b>	<b>EUR4,2</b>	<b>EUR59</b>

<sup>1)</sup> **The tariffs do not include VAT.**

## “Annex no.5

### Statistic indicators on the provision of services of *unbundled access to the local loop*

No.	Indicator	Quarterly result (reporting period: ...)	
		Internal <i>Operator</i>	<i>Beneficiaries</i>
1.	Average timeframe for providing the local loop/sub-loop – without building new circuit segments or carrying out other additional works	(days)	(days)
2.	Average timeframe for providing the local loop/sub-loop – by building new circuit segments or carrying out other additional works	(days)	(days)
3.	Average timeframe for remedying 95% of the breakdowns occurred at the local loop/sub-loop – if the presentation format for the results of the tests performed by the <i>Beneficiary</i> <u>corresponds</u> to the one used by the <i>Operator</i>	(hours)	(hours)
4.	Average timeframe for remedying the remaining 5% of the breakdowns occurred at the local loop/sub-loop - if the presentation format for the results of the tests performed by the <i>Beneficiary</i> <u>corresponds</u> to the one used by the <i>Operator</i>	(hours)	(hours)
5.	Average timeframe for remedying <u>95%</u> of the breakdowns occurred at the local loop/sub-loop – if the presentation format for the results of the tests performed by the <i>Beneficiary</i> <u>does not correspond</u> to the one used by the <i>Operator</i>	n/a	(hours)
6.	Average timeframe for remedying the remaining 5% of the breakdowns occurred at the local loop/sub-loop - if the presentation format for the results of the tests performed by the <i>Beneficiary</i> <u>does not correspond</u> to the one used by the <i>Operator</i>	n/a	(hours)
7.	Average timeframe for remedying damages, if these occur in the <i>Operator's</i> sites	(hours)	(hours)
8.	Average timeframe for making available the space necessary for installing the equipments required for the <i>unbundled access to the local loop</i>	(days)	(days)
9.	Average timeframe for preparing the space necessary for installing the equipments required for the <i>unbundled access to the local loop</i>	(days)	(days)
10.	Average timeframe for elaborating the technical solutions for the implementation of the <i>unbundled access to the local loop</i> , according to the <i>Beneficiary's</i> request or according to the <i>Operator's</i> internal request	(days)	(days)
11.	Average timeframe for implementing the provisions of the framework-agreement or for implementing the technical solutions in order to achieve the <i>unbundled access to the local loop</i> , according to the <i>Operator's</i> internal request, so it could start the provision of <i>unbundled access to the local loop</i>	(days)	(days)
12.	Total number of breakdowns on the local loops		
13.	Total number of short local loops (according to the <i>management plan</i> ) made available		
14.	Total number of average local loops (according to the <i>management plan</i> ) made available		
15.	Total number of long local loops (according to the <i>management plan</i> ) made available		

**Note:** The indicators exclusively concern the local loops/sub-loops used for the provision or which are made available for the provision (by the *Operator* or by other *Beneficiaries*) of broadband electronic communications services.

The values of the indicators no. 1 – 11 will be calculated as a simple arithmetic average (the proportion between the sum of individual timeframes for each activity and the total number of the respective activities, performed in a quarter).

The values of the indicators on the internal provision of services of *unbundled access to the local loop* will be calculated so as to reflect the timeframes required for performing those processes/activities strictly necessary and equivalent to the ones carried out in view of providing the services of *unbundled access to the local loop* to the *Beneficiaries*.