

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, with the subsequent amendments and completions
- unofficially consolidated text, including the provisions in force as of 17 January 2010 -

Chapter 1 – General provisions

Art.1 – (1) The Company “Romtelecom” – S.A., hereinafter referred to as the *Operator*, designated as having significant power on the market for the services of call termination in its own public network, provided at fixed locations, on the market for the services of call origination in the public telephone networks, provided at fixed locations, and on the market for the services of switched national call transit in the public telephone networks, has the obligation of non-discrimination concerning the interconnection of the public fixed telephone network it operates with the public electronic communication networks installed, operated, controlled or made available by other operators, hereinafter referred to as *Beneficiaries*, as follows:

a) The *Operator* has the obligation to apply equivalent interconnection conditions in equivalent circumstances to all the persons who request or already benefit from interconnection with the public fixed telephone network it operates;

b) The *Operator* has the obligation to make available to third parties all the services and information that are necessary for interconnection with the public fixed telephone network it operates 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) Until 1 February 2003, the *Operator* has the obligation to publish, including on its own website, and to make available to any requesting party a reference offer for interconnection with the public fixed telephone network it operates, hereinafter referred to as the *RIO*, which shall comprise at least the minimum set of interconnection services established by this decision, together with the conditions, including those referring to tariffs, under which these services will be offered to the *Beneficiaries*.

(3) The *RIO* should be sufficiently detailed to allow interconnection at all the network 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.

(4) Should the *Operator* offer in an interconnection agreement conditions that are more favourable to the *Beneficiary* than those provided in the *RIO*, these conditions should be offered to all the other *Beneficiaries*, on a non-discriminatory basis.

(4¹) Where the *Operator* intends to amend or complete the *RIO*, the draft amendment or completion shall be sent to ANCOM, at least 25 working days prior to the adoption date, while - in case of structural or extensive amendments – the draft amendment shall be sent to ANCOM at least 7 months prior to the adoption date and

published on the *Operator's* website at least working 25 days prior to the adoption date, excepting when the amendment or completion was requested by ANCOM.

(5) The *Operator* has the obligation to update the *RIO* whenever necessary and to send to ANCOM and to publish on its website the amended and completed *RIO* on the adoption date, in a format that enables the easy identification of the updated elements, by using a different format of the inserted text and by highlighting the removed text, as well as the identification of the updating date.

(6) The *Operator* has the obligation to keep separate accounts, within its internal accounting system, for the activities related to interconnection and access to its network or to the associated infrastructure.

(7) The tariffs provided in the *RIO* shall be cost-oriented, based on a long-run incremental costing model approved by the National Authority for Management and Regulation in Communications, hereinafter referred to as *ANCOM*, or, in the absence of such a model, based on other methods approved by *ANCOM*, 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.

Art.2. – (1) Within the meaning of this decision, the terms below are defined as follows:

- a) *call* – a call for publicly available telephone services and for dial-up, ISDN and fax services;
- b) *national/international switch* – any of the two switches used by the *Operator* for international traffic, situated in Bucharest and Braşov;
- c) *transit switch* – any of the following switches:
 - the switch of the Bacău regional centre;
 - the switch of the Braşov regional centre;
 - the switch of the Cluj regional centre;
 - the switch of the Craiova regional centre;
 - the switch of the Galaţi regional centre;
 - the switch of the Timişoara regional centre;
 - Bucharest switch, that is to be understood as: the switch of the Bucharest regional centre, the Dacia switch, the South-East switch or the South-West switch. Interconnection at the Bucharest switch is realized by interconnection at one or more of these four switches.
- d) *local switch* – any switch of the *Operator*, except the transit switches and the national/international switches;
- e) *interconnection at the national level* – interconnection at:
 - any national/international switch, which allows traffic with all users of the *Operator's* network, or
 - any transit switch, which allows traffic with the users of the *Operator's* network served by the local switches subordinated to the other transit switches;
- f) *interconnection at the regional level* – interconnection at any transit switch, which allows traffic with the users of the *Operator's* network served by the local switches subordinated to that transit switch, according to the network architecture;

- g) *interconnection at the local level* – interconnection at any local switch, which allows traffic with the users of the *Operator's* network directly served by that switch or served by other local switches subordinated to that switch, according to the network architecture;
- h) *calling line identification data (CLI)* – the number of the user who makes the call, conveyed through the *Operator's* and the *Beneficiary's* network at every call;
- i) *calling line identification presentation (CLIP)* – the service that consists of presenting the identification data of the calling line;
- j) *calling line identification restriction (CLIR)* – the service that consists of eliminating the presentation of the identification data of the calling line;
- k) *individual carrier selection code (CSC)* – a *10xyz* or *16xy* code provided in the National Numbering Plan, allotted by *ANCOM* to a provider of publicly available electronic communications services, used by the end-user to access the *Beneficiary's* services;
- l) *Operator's access point*, respectively *Beneficiary's access point* – the physical interface (main distribution frame or the equivalent element of a public electronic communications network) within the *Operator's* network, respectively within the *Beneficiary's* network, where interconnection can be achieved;
- m) *interconnection link* – the physical link between the *Operator's* access point and the *Beneficiary's* access point;
- n) *capacity of the interconnection link* – the capacity defined for the interconnection link and for the corresponding access point where the *Beneficiary* wishes to connect, usually expressed as a multiple of 2 Mbit/s;
- o) *interconnection point* – the physical point located on the interconnection link, where the *Operator's* network interconnects with the *Beneficiary's* network;
- p) *Beneficiary's space* – the real estate owned by the *Beneficiary*, where the *Beneficiary's* switch at which interconnection is realized and the *Beneficiary's* main distribution frame are located;
- q) *Operator's building* – the real estate where the *Operator's* switch at which interconnection is realized and the *Operator's* main distribution frame are located;
- r) *Operator's space* – the real estate owned by the *Operator*, which includes: the *Operator's* building, other buildings, as well as the non-built area;
- s) *Operator's active equipment*, respectively the *space occupied by the Operator's active equipment* – equipment whose functioning ensures the provision of the electronic communications network or of the electronic communications services by the *Operator*, respectively the space occupied by that equipment;
- t) *Operator's utility space* – the space occupied by the facilities that are strictly necessary for the well functioning of the *Operator's* active equipment and for carrying out the activity of the *Operator's* personnel, as well as the minimum space necessary for the access to these facilities or to the active equipment;
- u) *co-locatable space* – the *Operator's* space minus the space occupied by the *Operator's* active equipment and minus the *Operator's* utility space;

- v) *co-located space* – the co-locatable space that was allocated to the *Beneficiaries* for co-location;
- w) *available space* – the co-locatable space minus the co-located space and minus the reserved space (Annex 1)
- x) *physical co-location* – a modality of co-location which implies the *Beneficiary's* direct access to the co-located equipment;
- y) *virtual co-location* – a modality of co-location which does not imply the *Beneficiary's* direct access to the co-located equipment, its operation being realized by the *Operator*;
- z) *intelligent network service* – an electronic communications service provided upon the end-users' calling national non-geographic numbers in the OZAB = 0800 domain (Freephone numbers) or in the OZAB = 0808 domain (numbers for indirect access to services) or of the national short numbers within the 116(xyz) for harmonized services of social value, provided in the National Numbering Plan, adopted by Decision of the President of the National Authority for Regulation in Communications and Information Technology no. 2895/2007.

Chapter II – Interconnection services

Art.3 – The *Operator* shall offer to the *Beneficiaries* at least the following set of interconnection services at the national, regional and local level, according to the conditions set out by this decision:

- a) the interconnection service for call termination at fixed locations;
- b) the interconnection service for call origination at fixed locations, as follows:
 1. origination through the carrier selection procedure (CS);
 - 1¹. origination through the carrier preselection procedure (CPS);
 2. origination to the *Beneficiary's* or to a third party's numbers, used for the provision of intelligent network services.
- c) the interconnection service for switched transit.

Art.4. – (1) Through the **interconnection service for call termination at fixed locations**, the *Operator* shall ensure the taking over of calls from the *Beneficiary's* network and their termination:

- a) to any national number allotted to the *Operator*, served by the switch at which the interconnection is achieved or by any other switch subordinated to this one, according to the network architecture, as well as, in case of interconnection at the national level at a transit switch, to any national number other than those served by the local switches subordinated to that switch, if termination is technically possible to that number (Annex 2, Exhibit 1);
- b) to any national number allotted to a third party, if the *Operator* has a termination agreement with that party and the termination is technically possible to that number (Annex 2, Exhibit 2).

(2) When the calling line identification data are conveyed to the *Operator's* network, the *Operator* has the obligation to communicate these data to the called end-user if the call has been made using the CLIP service.

(3) When the calling line identification data are conveyed to the *Operator's* network, the *Operator* shall not communicate these data to the called end-user if the call has been made using the CLIR service, except for the situation where the call is made to an emergency number.

Art.5. – (1) Through the **interconnection service for call origination at fixed locations**, the *Operator* shall ensure the transfer to the *Beneficiary's* network of the calls originated from any national number allotted to the *Operator*, served by the switch at which interconnection is achieved or by any other switch subordinated to this one, according to the network architecture, as well as, in case of interconnection at the national level at a transit switch, from any national number other than those served by the local switches subordinated to that transit switch, if call origination is technically possible from that number (Annex 2, Exhibit 3).

(2) The *Operator* has the obligation to offer to its end-users the possibility to use the *Beneficiary's* services by dialing a CSC at every call, by pre-selection, offering the possibility to give up the pre-selected option on a call-by-call basis, or by dialing the *Beneficiary's* numbers used for the provision of the intelligent network services.

(3) The interconnection service for call origination through CS will be available for all the calls.

(3¹) The interconnection service for call origination through CPS will be available for all the calls, irrespective of the called number, excepting the calls to the unique number for emergency calls (112), that will be routed by the *Operator* to the Unique National System for Emergency Calls.

(4) Call origination through CS shall be realized by one-step dialing or, if this is not technically possible, by two-step dialing, subject to the provisions of Art.8(3), a sequence of digits that includes the CSC followed by the desired number, which can be a national number or the international access code (00) followed by an international number.

(5) The *Operator* does not have the obligation to provide CS or CPS from public payphones. The *Operator* shall allow call origination towards the *Beneficiary's* numbering used for the provision of intelligent network services and from the public payphones, when the latter offers the end-users access to its own intelligent network services from public payphones.

(6) The *Operator* has the obligation to transfer the calling line identification data to the *Beneficiary's* network.

(7) As soon as the call was transferred to the *Beneficiary's* network, the *Beneficiary* shall take over, route and, where necessary, terminate the call, and shall bill the calling end-user. The *Operator* shall bill the *Beneficiary* for the interconnection service for call origination.

(8) In case of call origination by CS or CPS, the calling end-user shall not be charged by the *Operator*, but by the *Beneficiary*. The *Operator* shall make available to the *Beneficiary*, to the extent that this is technically possible, billing services consisting in the issuance and cashing in of the bills on the *Beneficiary's* behalf.

(9) In case of call origination to the *Beneficiary's* numbers used for the provision of intelligent network services, the calling end-user will not be charged by the *Operator*.

Art.5¹. – (1) Upon the *Beneficiary's* request, the *Operator* shall transfer to another *Beneficiary's* network - hereinafter referred to as *Carrier* - upon the latter's agreement, the calls originated by CS or by CPS by means of a CSC allotted to the *Beneficiary*, or to the *Beneficiary's* numbers used for the provision of intelligent network services, from the *Operator's* national numbers, served by a specific switch to which the *Carrier* is interconnected or by a switch subordinated to this one, according to the network architecture, as well as – in case of the *Carrier's* interconnection at the national level to a transit switch, from other national numbers than those served by the local switches within the subordination of the respective transit switch, if call initiation is technically feasible from the respective numbers.

(2) From the moment when a call has been transferred to the *Carrier's* network, the *Carrier* shall take over, route and forward it to the *Beneficiary*.

(3) A calling end-user shall not be charged by the *Operator*. The *Operator* shall charge the *Carrier* for the interconnection service for call origination.

Art.5². – (1) Upon the *Beneficiary's* request, the *Operator* shall transfer to the former's network the calls originated by CS or CPS, by means of a CSC allotted to a third party, or to a third party's numbers used for the provision of intelligent network services, if there *Beneficiary* and the respective third party have concluded an agreement regarding the *Beneficiary's* collecting these calls.

(2) From the moment when a call has been transferred to the *Beneficiary's* network, the *Beneficiary* shall take over, route and forward it to the third party.

(3) A calling end-user shall not be charged by the *Operator*. The *Operator* shall charge the *Beneficiary* for the interconnection service for call origination.

Art.6. – (1) Through the **interconnection service for switched transit**, the *Operator* shall ensure the conveyance through its network of the traffic taken over from the *Beneficiary's* network or from a third party's network and its transfer to a network different from that of the *Operator* (Annex 2, Exhibit 4)

(2) The *Operator* shall ensure transparent communication of the complete signaling information that was communicated to it in relation to the received traffic, including CLI.

(3) The interconnection service provided for the purpose of switched transit will be offered as:

a) simple transit, when a call is sent from the *Beneficiary's* network to other network than the *Operator's* or the *Beneficiary's*, by means of a transit switch belonging to the *Operator*;

b) double transit, when a call is sent from the *Beneficiary's* network to other network than the *Operator's* or the *Beneficiary's*, by means of at least two transit switches belonging to the *Operator*;

(4) The provisions of this decision shall not apply as regards the interconnection service provided for the purpose of the switched transit of calls to the 112 emergency service.

Art.7. – (1) For all the interconnection services provided in Art.3, only the conversation time for the calls that were successfully established and answered shall be charged.

(2) Conversation time starts with the answering signal and ends with the first line release signal, generated either by the calling party or by the called party.

Art.8. – (1) The *Operator* shall provide interconnection services at all the access points mentioned in Art.10, to the extent that the requests are reasonable. The *Operator's* refusal shall be thoroughly reasoned and it shall be communicated in writing both to the requesting party and to ANCOM, within 15 working days from the date of receiving the initial or subsequent interconnection requests, except for the case provided in Art.24(2).

(2) The *Operator* shall provide to the *Beneficiary* access to all necessary services in order for the latter to be able to provide its own electronic communications services, including access to operational assistance services, emergency services, directory enquiry services and other intelligent network services.

(3) Any restriction in offering interconnection services shall be explicitly mentioned in the *RIO* alongside the estimated date when that restriction is to be removed.

Art.9 – (1) The *Operator* shall provide in the *RIO* detailed information concerning the set of parameters relevant for the quality of the services offered to the *Beneficiary*.

(2) Any modification made by the *Operator* to its network or to the sites where interconnection is achieved, which could affect the services provided by the *Beneficiary*, shall be notified to the *Beneficiary* in advance, at least 65 days prior to the actual modification. The notification term can be extended or reduced only upon ANCOM's agreement, depending on the factual circumstances, following the *Beneficiary's* or the *Operator's* soundly grounded request. In case of extending the notification term, the *Operator* shall not perform any modifications to the network or to the sites where interconnection is achieved before the expiry of the new notification term. In all cases, the notification term cannot be shorter than 25 working days and cannot exceed 6 months.

(3) The removal of a switch shall be notified to the *Beneficiaries* in advance, within a term that cannot be shorter than 12 months prior to the removal.

(4) In case of performing works for the refurbishment or renewal of its network, including the case provided in paragraph (3), the *Operator* has the obligation to take all necessary measures for the *Beneficiary* to continue benefiting from interconnection, under conditions equivalent to the initial ones.

Chapter III – *Operator's* access points

Art.10 – (1) The *Operator* has the obligation to provide in the *RIO* the name and address of each switch where the interconnection can be achieved at the local, regional and national level, as well as the groups of numbers hosted by each switch.

(2) The information provided in paragraph (1) shall be updated at least every semester, specifying the updating date.

Art.11 – (1) The *Operator* has the obligation to make available to the operators who request interconnection services detailed information regarding the network it operates, so they could make an efficient choice of the access points where to interconnect and plan the development of their own networks or services. Such information shall include at least the following:

- a) network architecture, as well as its map;
- b) type, number and location of all equipment used;
- c) routing ways.

(2) The *Operator* has the obligation to provide in the *RIO* the manner in which the requesting parties can access the information specified in paragraph (1).

Art. 12. – (1) The *RIO* shall include a detailed description of the technical specifications of the *Operator's* access points, referring, where it is the case, to the relevant standards, concerning:

- electrical and physical interface;
- transmission interface;
- signaling interface;
- information about the functional capacities offered through interfaces, where necessary.

(2) The relevant standards and recommendations provided in paragraph (1) shall be applied in the following order, depending on availability:

- a) standards and specifications adopted by the European Telecommunications Standards Institute (ETSI);
- b) standards and recommendations adopted by the International Telecommunication Union, by the International Organization for Standardization or by the International Electrotechnical Commission;
- c) other standards.

Chapter IV – Interconnection links

Art. 13. – The *Operator* shall specify in the *RIO* the conditions for the provision of the interconnection links that include at least the terms, the tariffs and the quality levels offered.

Art.14. – (1) The *Operator* shall provide the interconnection link at the capacity and the technical characteristics requested by the *Beneficiary*, to the extent that this is technically possible. The *Operator's* responsibility concerning the capacity of the supplied link shall be clearly defined in the *RIO*.

(2) The delivery term of providing supplementary capacity for the interconnection link is at most 25 working days starting from the date when the *Operator* receives a request therefor.

(3) Upon the *Beneficiary's* request, the *Operator* shall supplement the capacity of the interconnection link with a capacity small enough so that the *Beneficiary* does not have to pay for supplementary capacities that are not necessary or that have not been requested.

(4) The *Operator* shall bear all the costs of the interconnection links that carry the traffic from the *Operator's* network to the *Beneficiary's* network.

Chapter V – Technical options for interconnection

Art.15. – (1) The *Operator* shall make available for the *Beneficiary* the following interconnection options:

- a) **direct interconnection**, which is achieved through an interconnection link between the *Beneficiary's* access point and the *Operator's* access point;
 - b) **interconnection with extended circuit**, which is achieved by a supplementary link between the *Operator's* access point where interconnection has already been achieved and another access point of the *Operator*, where interconnection is desired. In this case, the ends of the interconnection link will be the *Beneficiary's* access point and the *Operator's* access point where interconnection is desired.
- (2) Direct interconnection shall be offered in the following forms:
- a) **in the *Beneficiary's* space**, in which case the interconnection point will be situated on the *Operator's* distribution frame, located in the *Beneficiary's* space (Annex 3, Exhibit 1);
 - b) **at an intermediate point**, in which case the interconnection point, agreed by the parties, will be situated outside both the *Beneficiary's* space and *Operator's* space (Annex 3, Exhibit 2);
 - c) **in the *Operator's* space**, in which case the interconnection point will be situated on the *Beneficiary's* distribution frame, located in the *Operator's* space (Annex 3, Exhibit 3).
- (3) Interconnection with extended circuit shall be offered in the following forms (Annex 3, Exhibit 4):
- a) **in the *Beneficiary's* space**, in which case the interconnection point will be situated on the *Operator's* distribution frame, located in the *Beneficiary's* space;
 - b) **at an intermediary point**, in which case the interconnection point, agreed by the parties, will be situated outside both the *Beneficiary's* space and *Operator's* space;
 - c) **in another space of the *Operator***, in which case the interconnection point will be situated on the *Beneficiary's* distribution frame, in the *Operator's* building where the switch at which interconnection was already realized is located and from which the supplementary link is offered.

(4) The *Beneficiary* can choose any of the forms of interconnection provided in paragraphs (1) to (3), the *Operator* being obliged to make available to the *Beneficiary* at least one of these, according to the priority specified by the *Beneficiary*.

Art.16. – (1) To the extent that a physical connection between the *Operator's* space and the *Beneficiary's* space exists, the *Operator* shall offer, upon the *Beneficiary's* request, interconnection in the *Beneficiary's* space, using the respective physical connection.

(2) To the extent that a physical connection between the *Operator's* space and an intermediary point where interconnection is technically feasible exists, the *Operator* shall offer, upon the *Beneficiary's* request, interconnection at that point.

Art.17. – (1) The responsibility of installing and operating the segments of the interconnection link will be established according to the Table in Annex 3.

(2) In the case of virtual co-location, the *Operator* shall install and operate the segment of the interconnection link between the *Operator's* access point and the point up to which the *Beneficiary* has access to the interconnection link.

(3) If the segment of the interconnection link which is installed and operated by the *Operator* is damaged, the *Operator* shall launch, 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 activities which are necessary to identify and remedy the damage, even temporarily, and to eliminate or limit the possible losses.

(4) The *Operator* shall provide in the *RIO* the term for the remedy of damages, as well as the minimum levels of the delay penalties and the manner of establishing them.

(5) 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.

(6) repealed.

Chapter VI – Co-location

Art.18. – (1) When interconnection is offered in the *Operator's* space, the *Operator* shall make available to the *Beneficiary* the following co-location options:

- a) physical or virtual co-location in the *Operator's* building;
- b) physical or virtual co-location in other buildings from the *Operator's* space;
- c) physical or virtual co-location on the non-built area from the *Operator's* space.

(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*.

Art.19. – (1) The *Operator* shall provide in the *RIO* complete information on the location of the buildings where co-location can be realized, as well as on the co-

locatable space, the available space and the reserved space in every piece of real estate.

(2) The *Operator* shall specify in the *RIO* the modalities in which the spaces for co-location are offered, as well as the restrictions regarding the co-location of certain equipment.

(3) The information provided in paragraphs (1) and (2) will be updated within at most 25 working days from the date of occurrence of any modifications, specifying the updating date.

Art.20. – (1) The *Operator* must make available for co-location the whole co-locatable space.

(2) The *Operator* has the obligation to remove any equipment which is no longer in use, in order to create as much co-locatable space as possible, except for the case where keeping this equipment is mandatory according to the legal provisions in force.

(3) The *Operator* has the obligation to make available to the requesters the smallest space necessary for installing the equipment, so that the *Beneficiaries* will not have to pay for facilities that are not necessary to them.

Art.21. – Allocation of the co-locatable space shall be made in the following priority order:

- a) to the *Beneficiaries* that were already allocated space for co-location;
- b) to the *Operator*, based on a notification or on a reservation request, subject to Art.22(1) and (2);
- c) to the *Beneficiaries* that make a significant investment in the national electronic communications infrastructure, based on a reservation request according to Art.22 paragraph (3);
- d) according to the order in which the co-location requests are received.

Art.22. – (1) The *Operator* can reserve, based on a reservation notification transmitted to *ANCOM* together with the corresponding investment project, at most 50% of the co-locatable space for its own network development needs, within the limit of the available space at the moment of *ANCOM's* receiving the reservation notification, for a maximum period of two years.

(2) The *Operator* can reserve, only upon the approval of *ANCOM* and based on a reservation request transmitted to *ANCOM* together with the corresponding investment project, more than 50% of the co-locatable space for its own network development needs, within the limit of the available space at the moment of *ANCOM's* receiving the reservation request, for a maximum period of two years.

(3) A *Beneficiary* who makes an important investment in the national electronic communications infrastructure can reserve, based on a reservation request transmitted to the *Operator* together with the corresponding investment project approved by *ANCOM*, up to 100% of the available space at the moment of receiving the reservation request, for a maximum period of two years.

(4) The investment project shall necessarily include:

- a) the percent of the co-locatable space and the term for which the reservation is notified or requested;

b) the purpose for which the *Operator* or the *Beneficiary* intends to use the space whose reservation is notified or requested;

c) the detailed development objectives, per quarter, for the space whose reservation is notified or requested, as well as the detailed schedule of the works that the *Operator* or the *Beneficiary* intends to carry out in order to fulfill these objectives;

d) the necessary resources and the financing sources for achieving the development objectives, detailed per quarter.

(5) Where *ANCOM* considers that the *Operator's* investment project does not reflect its own network development needs, the former shall impose on the *Operator* the obligation to proceed to the allocation to the *Beneficiaries* of the space whose reservation was notified or shall reject the reservation request, as applicable.

(6) Based on the detailed schedule of the works specified in the investment project, *ANCOM* shall verify each quarter the accomplishment of the development objectives. Where *ANCOM* observes significant breaches of the above-mentioned schedule, it shall withdraw the reservation and shall oblige the *Operator* to allocate to the *Beneficiaries* the space whose reservation was notified or approved.

Art.23. – (1) Physical co-location shall be realized, as a rule, by building a room, a fence or another similar protection structure, by the *Beneficiary* itself or at its expense.

(2) By way of exception, co-location in the same space where the *Operator's* equipment functions, without building a protection structure, can be realized in the following cases:

a) by the parties' agreement;

b) if co-location under paragraph (1) would lead to a substantial reduction of the co-locatable space, so that reasonable co-location requests could not be satisfied.

(3) *ANCOM* may establish, on a case-by-case basis, the buildings where physical co-location will be achieved only in the manner provided in paragraph (2).

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

Art.24. – (1) The *Operator* can refuse the co-location only in the following situations:

a) the lack of co-locatable space;

b) co-location is not technically possible;

c) co-location can endanger national security or another major public interest.

(2) The burden of proof on the existence of the situations provided in paragraph (1) lies with the *Operator*. The *Operator's* refusal must be soundly grounded and shall be communicated to the requester and to *ANCOM* in written form, within 5 working days from the date of receiving the initial or the subsequent requests for collocation for the purpose of interconnection.

(3) A form or manner of co-location is technically possible if this can be realized under the technical conditions available to the *Operator* and does not affect the integrity and functionality of its equipment. A form or manner of co-location used by a

Beneficiary or declared mandatory by *ANCOM* is presumed to be technically possible for any other *Beneficiary*.

(4) If the *Operator* refuses co-location, it shall allow the access of a team of *ANCOM* representatives and, if *ANCOM* considers it necessary, of the *Beneficiary*, in order to ascertain the validity of the refusal.

Art.24¹. – (1) The co-locatable space allotted to a *Beneficiary*, based on each initial or subsequent co-location space, shall not exceed 4 sqm.

(2) In case of requesting a co-locatable space that exceeds 4 sqm, the *Operator* shall allot the *Beneficiary* a 4 sqm space and shall forward the request to *ANCOM*, within 2 days from the reception date, with a view to obtaining the approval for the allotment of additional space.

(3) The subsequent requests for the allotment of co-locatable spaces within the same space of the *Operator* will not be accepted unless each rack installed has been efficiently occupied, i.e. at least 70%, by the equipment required for interconnection or for the unbundled access to the local loop, or by the equipment required for the proper functioning of the abovementioned equipment.

Art.25. – (1) The *Operator* shall offer the *Beneficiary* the possibility to install and connect in the co-locatable space any equipment which is necessary for interconnection, including equipment that leads to an improvement of the performances of the core equipment, allowing it to accomplish switching or advanced services functions.

(2) The *Operator* cannot impose on the *Beneficiary* security requirements that are more severe than the ones it uses for its own equipment.

(3) The *Operator* shall allow the *Beneficiary* to install the part of the interconnection link between the limit of the *Operator's* space and the equipment co-located by the *Beneficiary*.

(4) Upon the *Beneficiary's* request and following the agreement of a third-party *Beneficiary*, the *Operator* will allow the connection of the *Beneficiary's* equipment to the equipment of the third-party *Beneficiary* co-located in the *Operator* space, for the purpose of interconnection, so that the *Beneficiary's* traffic be carried on the transmission link operated by the third-party *Beneficiary*, laid between the respective interconnection point and the limit of the *Operator's* space.

Art.26. – (1) If any of the utilities provided by the *Operator* is damaged, the *Operator* shall launch, 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 activities which are necessary to identify and remedy the damage, even temporarily, and to eliminate or limit the possible losses.

(2) The *Operator* shall provide in the *RIO* the term for the remedy of damages, as well as the minimum level of the delay penalties and the manner of establishing them.

(3) 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.

(4) repealed.

Art.27. – In the case of physical co-location, the *Operator* must allow the *Beneficiary* access to the allocated space and also to the other technical resources necessary for the installation, connection, functioning and maintenance of the relevant equipment of the *Beneficiary*, including access to parking and resting spaces, 24 hours a day, 7 days a week, working and non-working, all year long.

Art.27¹. – (1) The *Operator* shall offer the *Beneficiary* options for the unaccompanied access to the co-located space.

(2) Where the unaccompanied access would represent a significant risk for the *Operator's* equipment integrity and network security, the parties shall reach prior agreements for the accompanied access to the co-located space, including for the emergency access with a view to damage remedying.

Art.27². – The *Operator* shall provide the *Beneficiary* with any facilities required for collocation, such as electricity, air conditioning, heating and equipment removal facilities.

Art.28. – The *Operator* shall allow the *Beneficiaries* who were allocated co-location space to build their own facilities, for direct interconnection, with other *Beneficiaries*.

Art.29. – Where the *Operator* intends to reconfigure its network, based on its technological or business development plans, the equipment installed in the space allotted to a *Beneficiary* cannot be re-installed in another space unless the following conditions are met:

- a) the re-location has to allow interconnection under equivalent conditions to those ensured for the co-location in the initial space;
- b) the charges for the re-location operations have to be borne by the *Operator*, if the parties do not agree otherwise;
- c) the re-location may to be performed only after a written notification of this intention to the *Beneficiary* whose equipment is to be re-located, at least 12 months prior to re-location procedure; this term can be reduced through the parties' agreement and for an equitable compensation.

Chapter VII – Negotiation and implementation terms for interconnection agreements

Art.30. – (1) The maximum negotiation term for concluding an interconnection agreement based on the *RIO* is 45 working days from the date when the *Operator* receives a request in this respect.

(2) The *Operator* shall send *ANCOM* a copy of each of the interconnection requests and, respectively, of each of the subsequent requests for amending, completing or withdrawing the initial request, within 2 working days from the reception date.

(3) The operator shall analyze the interconnection options in the *Beneficiary's* request and shall draw up the technical solutions for the implementation of interconnection, which it shall communicate to the *Beneficiary* within 15 working days from the date of receiving the interconnection request.

(4) Within 15 days from the date of communicating this decision, the *Operator* shall publish on its website and to make available to all the requesters a standard interconnection agreement in accordance with the *RIO* provisions, which should allow the *Beneficiaries* to easily select the access and interconnection points, the capacity of the interconnection links, the interconnection and collocation options, as well as any other service offered based on the *RIO*. The standard interconnection agreement will explicitly provide the tariffs for the interconnection services and for all the other services offered for the purpose of interconnection.

(5) By way of exception from the provisions of paragraph (1), where – by the interconnection request – the *Beneficiary* accepts the terms of the standard interconnection agreement and indicates the access and interconnection points, the capacity of the interconnection links, the interconnection and co-location options, as well as the other services to be purchased, the negotiation term is at most 25 working days from the date of receiving the request, without exceeding the 7 working days from the date of communicating the technical solution for the implementation of interconnection, under the provisions of paragraph (3).

(6) The *Operator* shall ensure the implementation of the provisions of the interconnection agreement so that the provision of the interconnection services can start within 65 working days from the date when the agreement is concluded or from the date of amending its provisions, based on a request for interconnection at new access points, as the case may be.

(6¹) Where the interconnection agreement has been amended or completed, when interconnection at new access points is not requested, the *Operator* shall ensure the implementation so that the provision of the new services could start within 25 working days from the date of amending or completing the agreement.

(6²) In case of amending or completing an interconnection agreement, the negotiation term is at most 25 working days from the date of receiving the request. The provisions of paragraphs (2) and (3) shall be applied correspondingly.

(7) repealed.

Art.31. – (1) Where co-location is needed in order to provide the interconnection services, the term mentioned in Art.30(6) shall also include the period which is necessary for the *Operator* to carry out all the necessary works for the preparation of the allotted space, as well as for making this space available to the *Beneficiary*.

(2) The *Operator* shall prepare and make available to the *Beneficiaries* the co-locatable spaces within 25 working days from the date of concluding the interconnection agreement or, as the case may be, from the date of amending its provisions.

(3) Where the *Beneficiary* does not install its equipment in the in the space allotted for co-location within 25 working days from the date of the *Operator's* making available the respective space, the term provided in paragraph 30(6) shall be extended accordingly.

(4) If the *Beneficiary* does not install its equipment in the space that was allotted for co-location within 45 working days from the date of the *Operator's* making available the respective space, due to reasons that fall under the former's liability, the *Operator* shall withdraw the allotment, with *ANCOM's* approval. Upon the *Beneficiary's* request, *ANCOM* can establish that the equipment be installed within a longer term, if it deems necessary, in view of the respective actual circumstances.

(5) The *Beneficiary* will be able to assume responsibility for the preparing the co-locatable space, using entrepreneurs agreed by the *Operator*.

(6) Where several *Beneficiaries* intend to assume this responsibility, one of them shall be designated for preparing the co-locatable space, the costs being shared among all the *Beneficiaries*.

(7) In the cases provided under paragraphs (5) and (6), as well as in the case where the co-locatable space had been prepared by other *Beneficiaries* or by the *Operator*, the *Operator* shall make available to the *Beneficiary* the co-locatable space within two working days from the date of concluding the interconnection agreement or from the date of amending its provisions, as the case may be.

(8) In the case provided in paragraph (7), if the *Beneficiary* does not prepare the space allotted for collocation, where required, and does not install its equipment in the respective space within 45 working days from the date of concluding the interconnection agreement or of amending its provisions, as the case may be, the term provided in Art.30(6) shall be extended correspondingly.

(9) In the case provided in paragraph (7), if the *Beneficiary* does not prepare the space allotted for collocation, where required, and does not install its equipment in the respective space within 65 working days from the date of concluding the framework interconnection agreement or of amending its provisions, as the case may be, due to reasons that fall outside the *Beneficiary's* responsibility, the *Operator* shall withdraw the allotment, with *ANCOM's* approval. The provisions of the second sentence of paragraph (4) shall be applied correspondingly.

(10) The *Operator* and the *Beneficiary* shall complete the tests required for implementing the interconnection agreement within 25 working days from the date provided for starting the tests, so that the provision of the interconnection services could start within the term stipulated in Art.30(6).

(11) The duration of the interconnection agreement is established through negotiation between the parties. In all cases, the agreement cannot be concluded for less than 3 years if the *Beneficiary* requests that it be concluded for at least 3 years.

Chapter VIII – Maximum tariffs

Art.32. – (1) repealed.

(1¹) – repealed.

(2) In the case mentioned in Art.4(1) letter b), the tariff for the interconnection service cannot exceed the termination tariff charged by the third party cumulated with the transit tariff charged by the *Operator*.

(3) The interconnection tariffs are the same, irrespective of the technical option for interconnection.

Art.33. – (1) The maximum tariff that the *Operator* can charge the *Beneficiaries* for using the spaces allotted for co-location is equal to the RON equivalent of the following amounts, calculated at the official exchange rate of the National Bank of Romania, on the day when the payment is made:

a) 10 euro/square meter, for the co-locatable spaces situated in area A (cities with at least 150,000 inhabitants);

b) 5 euro/square meter, for the co-locatable spaces situated in area B (cities with less than 150,000 inhabitants).

(1¹) The monthly tariffs of using the spaces for the co-location of the *Beneficiaries'* radio equipment, used for interconnection or for the unbundled access to the local loop shall be provided in the RIO.

(2) The tariffs provided in paragraph (1) do not include the tariffs for preparing the co-locatable space and for ensuring all the other technical resources necessary for the installation, connection, functioning and appropriate maintenance of the relevant equipment belonging to the *Beneficiaries*, which shall be established in accordance with Art.1 paragraph (7).

(3) If spaces in a common co-locatable space were allotted to more than one *Beneficiary*, the costs for preparing that co-locatable space, as well as the costs of the common technical resources shall be shared by all these *Beneficiaries* in the following manner:

a) the first *Beneficiary* who was allotted space shall pay the *Operator* the total costs for preparing the co-locatable space;

b) the last *Beneficiary* who was allotted space shall pay to each of the *Beneficiaries* who has been previously allotted space the corresponding share of the total costs for preparing the co-locatable space, according to the formula:

$$C_n = C_t / [n (n - 1)],$$

where:

- C_n – the amount that the *n-Beneficiary* shall have to pay to each of the *Beneficiaries* who has previously been allotted space in that co-locatable space;
- C_t – the total cost for preparing the co-locatable space;
- n – the total number of *Beneficiaries* who were allotted space in that co-locatable space¹.

Chapter IX – Final provisions

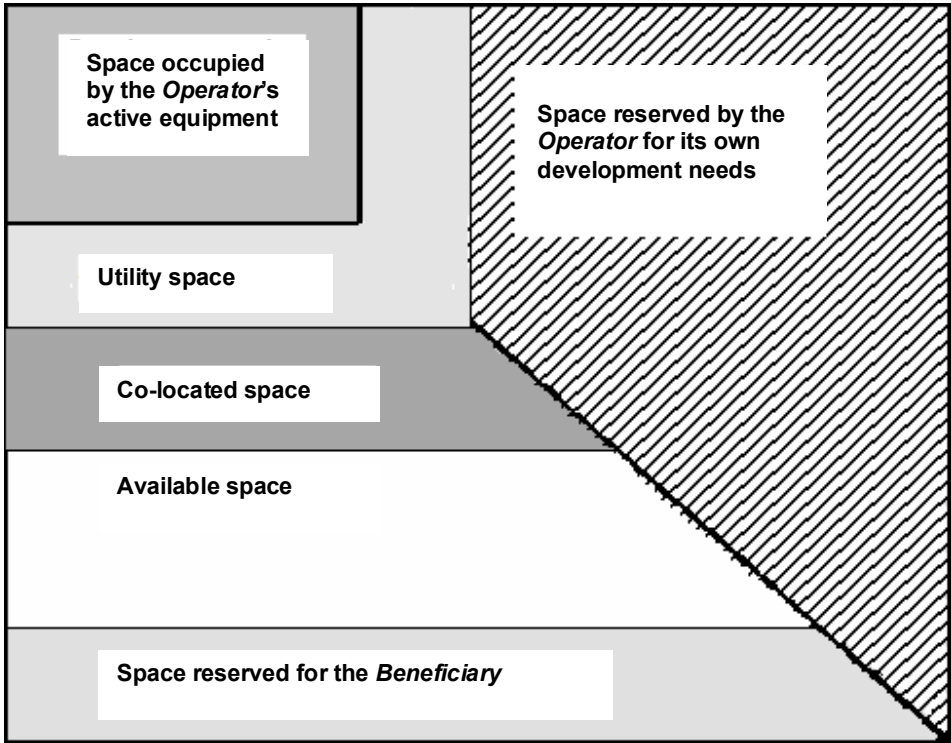
¹ Example:

- the total costs for preparing the co-locatable space amount to 1,000 euro;
- the 4th *Beneficiary* that will be allotted space in that co-locatable space will pay to each of the 3 existing *Beneficiaries* the following amount: $C_4 = 1,000 / [4 \times (4 - 1)] = 83,3$ euro

Art.33¹. – In case of the interconnection agreements concluded by the *Operator* by 18 December 2003, the *Operator* shall request the renegotiation of agreements for the purchase of interconnection services under the provisions of Art.32¹, within 5 days from the date of communicating this decision. If the *Beneficiary* accepts renegotiating the contract, requesting tariffs based on the reciprocity principle, the *Operator* shall apply such tariffs within 5 days from the date of receiving the *Beneficiary's* acceptance. If the *Beneficiary* accepts renegotiating the contract, while requesting higher tariffs than those based on the reciprocity principle, the *Operator* shall apply tariffs based on the reciprocity principle within 5 days from the date of receiving the *Beneficiary's* acceptance until the completion of negotiations between the parties.

Art.34. – This decision shall be communicated to the National Telecommunications Company "Romtelecom" – S.A.

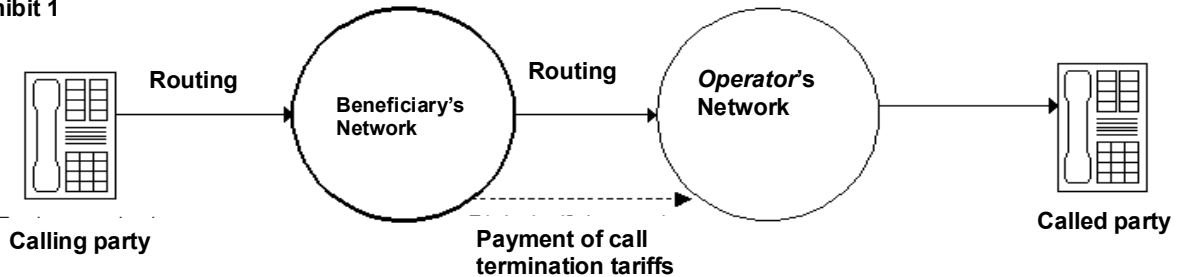
Annex 1



Annex 2

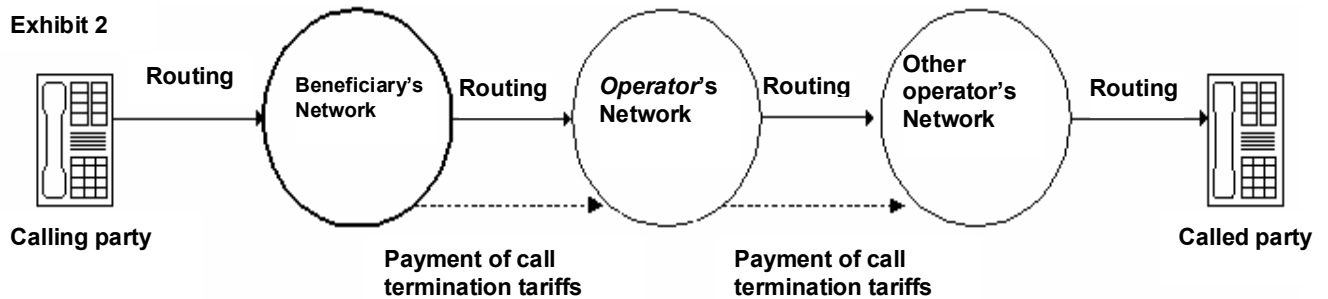
Interconnection service for call termination on the *Operator's network*

Exhibit 1



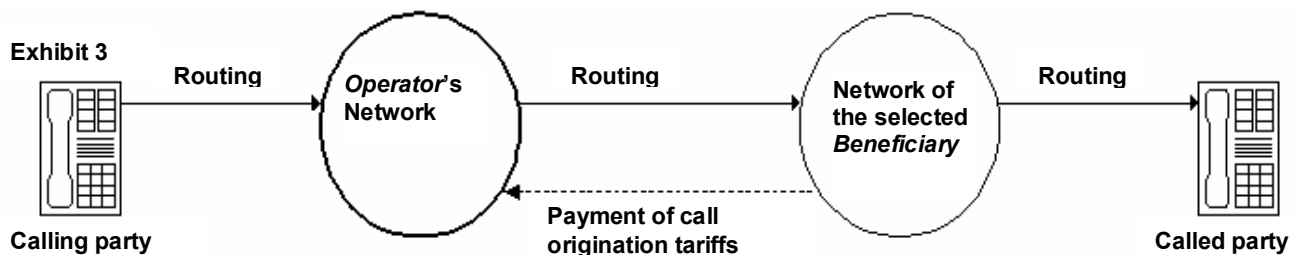
Interconnection service for call termination on another operator's network

Exhibit 2



Interconnection service for call origination (carrier selection and pre-selection)

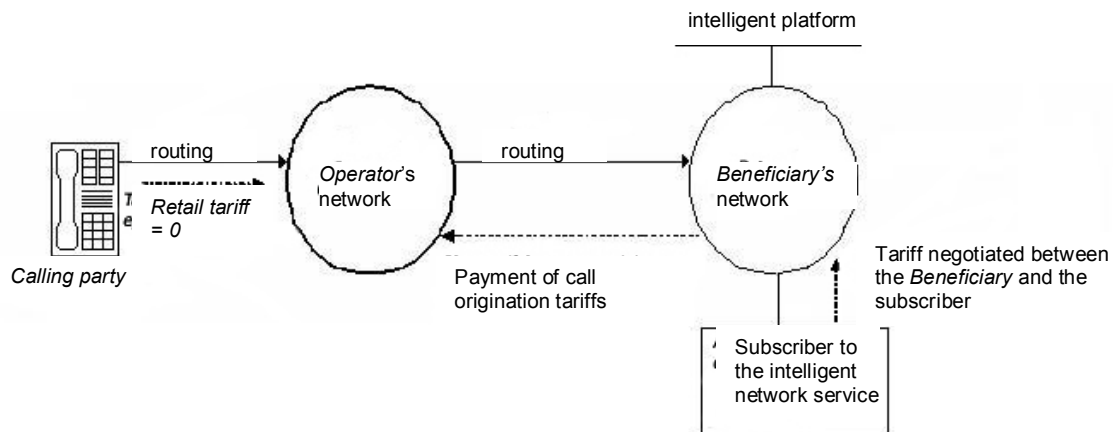
Exhibit 3



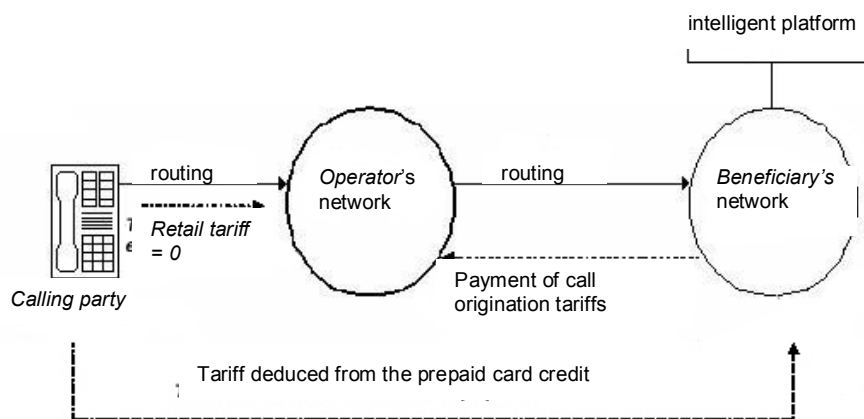
Interconnection service for call origination to the *Beneficiary's* numbers used for the provision of intelligent network services

Exhibit 3¹

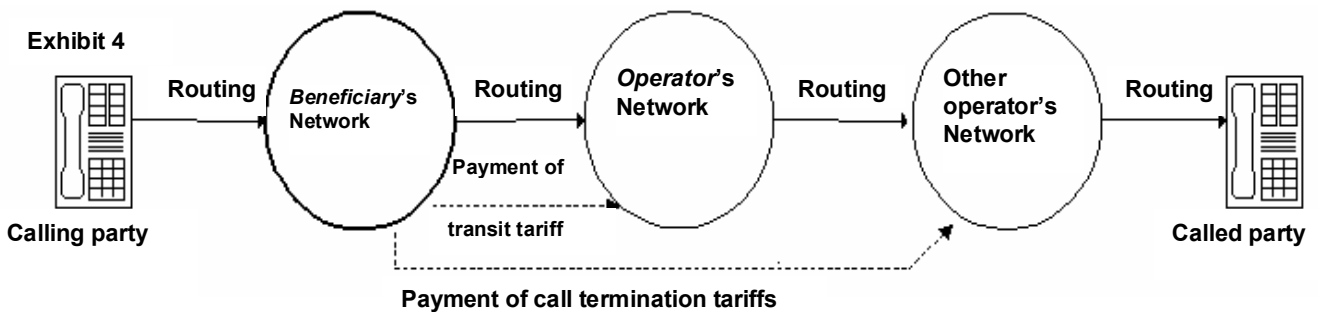
a) intelligent network services provided by the user's calling for free certain national non-geographic numbers in the 0ZAB=0800 domain (Green Numbers) allotted to the *Beneficiary*



b) intelligent network services provided by the user's calling certain national non-geographic numbers in the 0ZAB=0808 domain (Prepaid cards) allotted to the *Beneficiary*

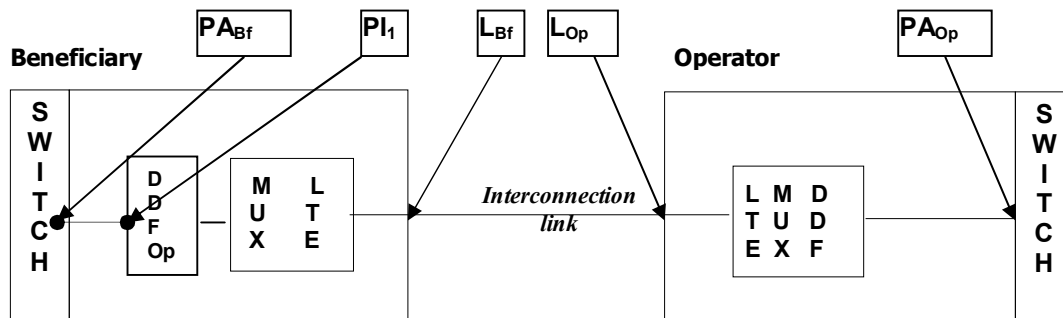


Interconnection service for switched transit



Annex 3

Exhibit 1 – Direct interconnection within Beneficiary's space (example)



LTE – Line Terminating Equipment

MUX – Multiplex

DDF_{Op} – Operator's Digital Distribution Frame

PA_{Op} – Operator's Access Point

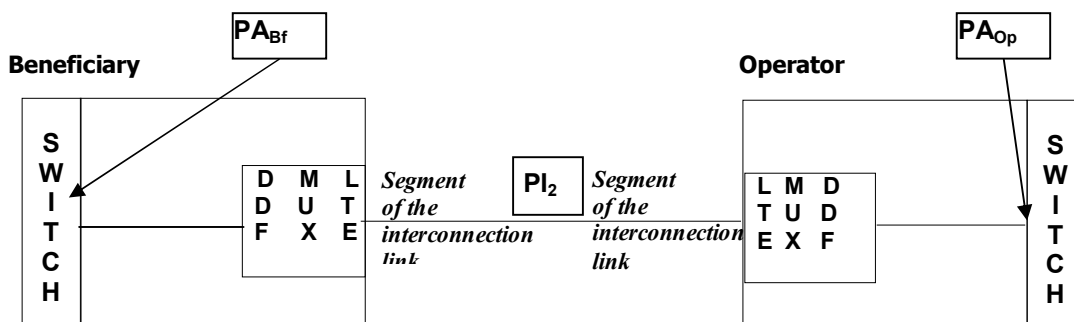
PA_{Bf} – Beneficiary's Access Point

PI₁ – Interconnection point in case of interconnection in the Beneficiary's space

L_{Bf} – Beneficiary's space limit

L_{Op} – Operator's space limit

Exhibit 2 – Direct interconnection at an intermediary point (example)



LTE – Line Terminating Equipment

MUX – Multiplexor

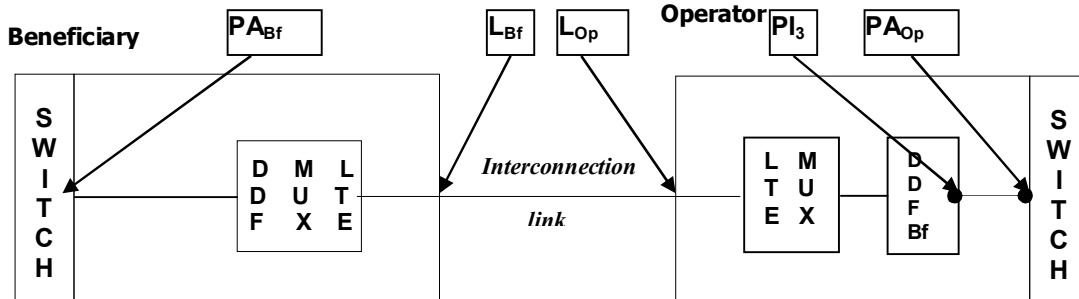
DDF – Digital Distribution Frame

PA_{Op} – Operator's Access Point

PA_{Bf} – Beneficiary's Access Point

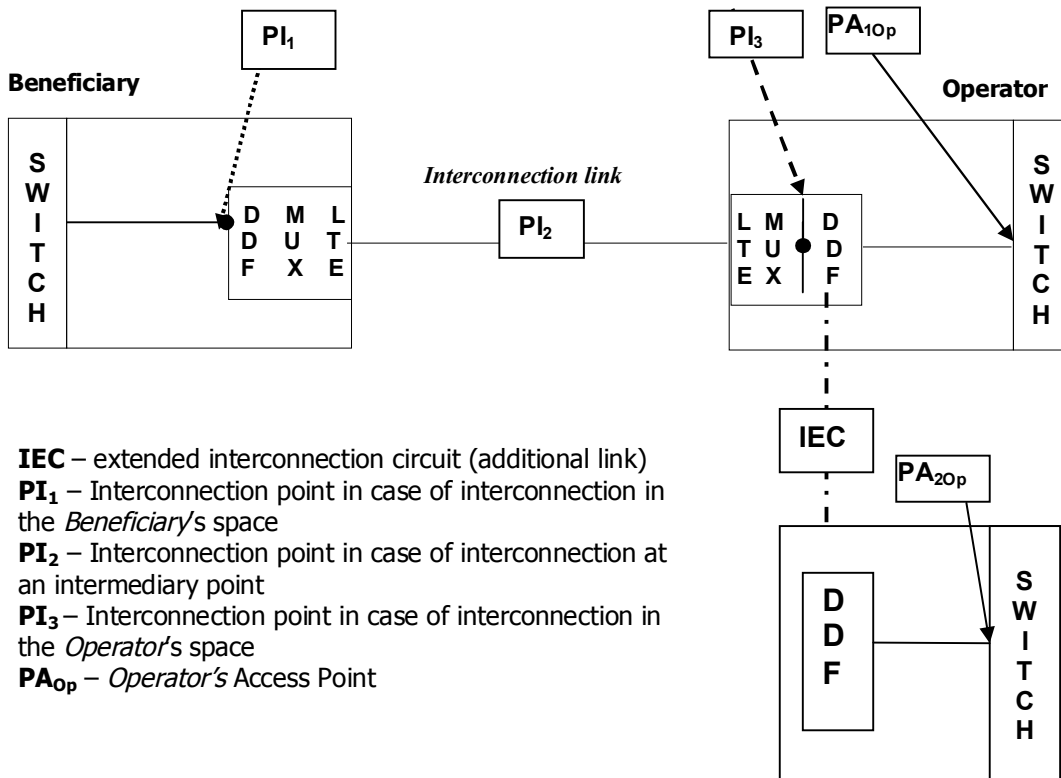
PI₂ – Interconnection point in case of the interconnection at an intermediary point

Exhibit 3 – Direct interconnection within the Operator’s space (example)



- LTE** – Line Terminating Equipment
- MUX** – Multiplex
- DDF_{Bf}** – Beneficiary’s Digital Distribution Frame
- PA_{Op}** – Operator’s Access Point
- PA_{Bf}** – Beneficiary’s Access Point
- PI₃** – Interconnection point in case of interconnection in the Operator’s space
- L_{Bf}** – Beneficiary’s Space Limit
- L_{Op}** – Operator’s Space Limit

Exhibit 4 – Interconnection with extended circuit (example)



- IEC** – extended interconnection circuit (additional link)
- PI₁** – Interconnection point in case of interconnection in the Beneficiary’s space
- PI₂** – Interconnection point in case of interconnection at an intermediary point
- PI₃** – Interconnection point in case of interconnection in the Operator’s space
- PA_{Op}** – Operator’s Access Point

Table
Responsibility of installing/operating the segments of the interconnection link

Technical interconnection options	Segment of the interconnection link	Responsibility of installing the segment of the interconnection link	Responsibility of operating the segment of the interconnection link
Direct interconnection in the <i>Beneficiary's</i> space (Exhibit 1)	$PA_{Bf} - PI_1$	<i>Beneficiary</i>	<i>Beneficiary</i>
	$PI_1 - L_{Bf} - PA_{Op}$	<i>Operator</i>	<i>Operator</i>
Direct interconnection at an intermediary point (Exhibit 2)	$PA_{Bf} - PI_2$	<i>Beneficiary</i>	<i>Beneficiary</i>
	$PI_2 - PA_{Op}$	<i>Operator</i>	<i>Operator</i>
Direct interconnection in the <i>Operator's</i> space (Exhibit 3)	$PA_{Bf} - L_{Op}$	<i>Beneficiary</i>	<i>Beneficiary</i>
	$L_{Op} - PI_3$	<i>Beneficiary/third party Beneficiary¹⁾</i>	<i>Beneficiary/third party Beneficiary¹⁾</i>
	$PI_3 - PA_{1Op}$	<i>Operator</i>	<i>Operator</i>
Interconnection with extended circuit (all types) (Exhibit 4)	$PA_{1Op} - PA_{2Op}$	<i>Operator</i>	<i>Operator</i>

Annex 4

repealed