

Having regard to the Decision of the Prime Minister No.113/2002 for the appointment of the President of the National Regulatory Authority for Communications,

Having regard to the provisions of Article38 paragraphs (1), (3) and (5), of Article34 paragraph (3) and of Article46 paragraph (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 Article8 paragraph (1), Article9 paragraph (1), Article10, Article12, Article13 and Article14 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 on the designation of S.C. "Romtelecom" – S.A. as having significant power in the market for the full or shared access to the twisted metallic pair local loop for the purpose of providing broadband electronic communication services and publicly available telephony services at fixed locations,

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

Article1 – (1) The National Telecommunications Company "Romtelecom" – S.A., hereinafter referred to as *the Operator*, designated as having significant power on the market for the full or shared unbundled access to the twisted metallic pair local loop for the purpose of providing broadband electronic communication services and publicly available telephony services at fixed locations, 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 telephony services at fixed locations, 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 and all 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.

(6) Should the *Operator* intend to amend the *RUO*, the amended and completed draft shall be sent to the National Regulatory Authority for Communications, hereinafter referred to as *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.

(7) The *Operator* has the obligation to update the *RUO* every time this is necessary and to publish on its Internet page any changes or completions, on the very date they occurred, in a form that allows easy identification of the updated elements.

(8) Tariffs provided in the *RUO* shall be cost-oriented, based on a costing model or, in the absence of such a model, 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 at an intermediary access point 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 pair which connects the main or intermediate distribution frame, with the *Operator's* cable chamber or with the hand over distribution frame located in the *Operator's* space, as the case may be (see annex 1);

h) *external tie cables* – the twisted metallic pair which connects 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 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*

Article3. – (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.

Article4. – By **full access to the local loop** the *Operator* shall allow the *Beneficiary* the exclusive use of the whole 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, fig. 1).

Article5. – (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 telephony services. *The Beneficiary* can independently decide the electronic communication services to be provided by the local loop or sub-loop. (see annex 2, fig. 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.

Article6. – (1) The *Operator* shall provide *unbundled access to the local loop* at all the access points provided for in Article10 paragraph a), according to the provisions of Article1 paragraph (2). The *Operator's* refusal shall provide the grounds thereof and shall be communicated in writing to the requesting party and to *ANRC*.

(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, switches, 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*.

Article7. – (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 (dark wires), 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 *Beneficiary*.

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

(4) In the situation provided for in Article(2), the period for concluding the agreement of providing *unbundled access to the local loop* shall be of at least 12 months.

Article8. – (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 tot the local loop* is realized, 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 3 months before the before the modification is to be operated.

(3) Should a main or intermediate frame be discarded, the *Beneficiaries* shall be notified in advance, at least 12 months before the before the discarding operation.

(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*.

Article9. – (1) The *Operator* shall start providing access to the local loop or sub-loop on the condition that the *Beneficiary* possess a written authorization, specifying the respective objective, from the subscriber to whom it is to provide electronic communication services.

(2) The authorization 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 Article18 shall draw up the authorization models for each of the methods of providing *unbundled access to the local loop* stipulated in Article3 paragraph (1).

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

Article10. – The *Operator* shall provide in the *RUO* for 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 *OZABPQ* of the national number *OZABPQMCDU*) implemented in the switches provided for by each main and intermediary frame.

Article 11. – (1) The *Operator* 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, switches, 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.

(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* space**, 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*.

(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.

Article14. – (1) The *Operator* shall 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*.

Article15. – (1) Is any of the facilities provided and maintained by the *Operator* under the provisions of this Decision 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 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, is of 48 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. 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* and will

cover at least the *Beneficiary's* losses caused by the impairment of not benefiting from *unbundled access to the local loop* over the respective period.

Article16. – Until March 1, 2005, the *Operator* shall establish, following the consultation procedure with the *Beneficiaries*, shall submit to *ANRC* for visa and shall implement an electronic system for the management of requirements 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.

Article17. – The *Operator* has the obligation to register the requests 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 Article7 paragraph(1). These registering reports shall be transmitted to *ANRC* every six months.

Chapter V – The Spectre Management Plan for the Local Loop and Sub-loop

Article18. – (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.

Article19. – *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 telephony 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.

Article20. – (1) Within 6 months from the date of its establishment, *the work group* shall submit to the approval of the *ANRC* President the Spectre 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 the *ANRC* President.

(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.

Article21. – (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.

Article22. – (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 paragraph (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.

Article23. – *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

Article24. – 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.

Article25. – (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*.

(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.

Article26. – (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.

(2) At the other access points, the preparation of the co-locatable space shall be performed within 30 days upon receiving a firm order from a *Beneficiary*.

(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.

Article27. – (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*.

Article28. – (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.

Article29. – 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.

Article30. – (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*

Article31. – (1) The maximum negotiation term for concluding a frame-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.

(2) The *Operator* shall elaborate the technical solutions for the implementation of the agreement for the provision of *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.

(3) Within 15 days from the date of the *RUO* publication, the *Operator* has the obligation to publish on its Internet page 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 standard-agreement 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-locable space has been prepared in advance, according to the provisions of article 26, paragraph (1), 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.

Article32. – (1) If co-location is needed in order to provide the *unbundled access to the local loop*, the terms mentioned in Article31, paragraphs (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) The *Beneficiary* has the obligation to 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, otherwise, the terms mentioned in Article31, paragraphs (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* can 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.

Article33. – (1) Should there be subsequent requests for the provision of the *unbundled access to the local loop*, based on a frame-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 subsequent requests requires building new circuits segments or performing additional works, according to the provisions of Article7 paragraph (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)) Where the subsequent request 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 realized, the maximum term for making available the local loop or sub-loop are those provided under Article31 paragraphs (5) and (6).

Article34. – The damages paid for failure to comply with the terms provided for under Article31 paragraphs (5) and (6) and Article33 shall be established by the parties in the frame-agreement for the provision of the *unbundled access to the local loop*, and shall cover at least the *Beneficiary's* losses caused by the impossibility to benefit from the provision of the *unbundled access to the local loop*, beginning with the established date.

Article35. – Except for the case provided for under Article7 paragraph (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

Article36. – 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

Article37. – The provisions of Article2 paragraphs b)–d) and s)–y), Article18–22, Article24, Article27, Article29 and Article33 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.

Article38. – Annexes no.1-4 are a part of the present Decision.

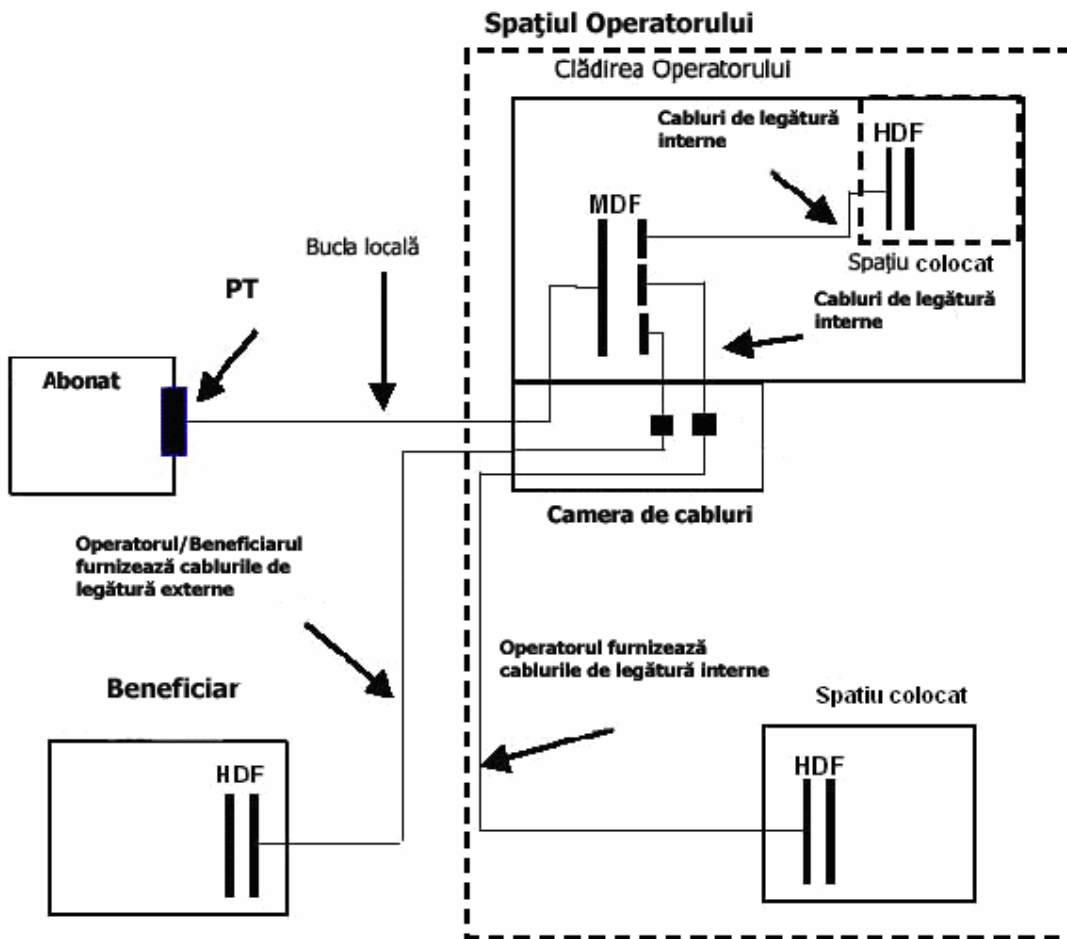
Article39. – The present Decision shall be communicated to the Company "Romtelecom" – S.A.

**PRESIDENT,
ION SMEEIANU**

Bucharest, July 28, 2004
Nr.1098/EI

Annex no.1

Internal and External tie cables



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

Fig. 1 – Full access to the local loop

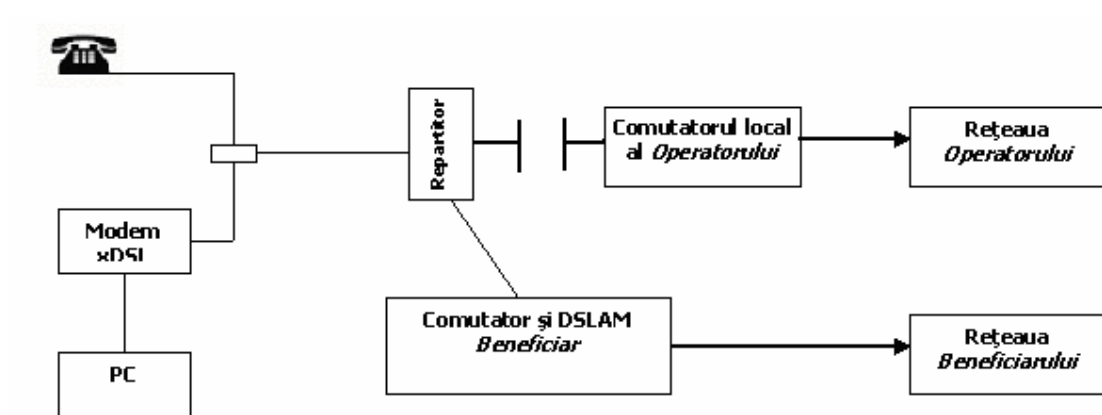
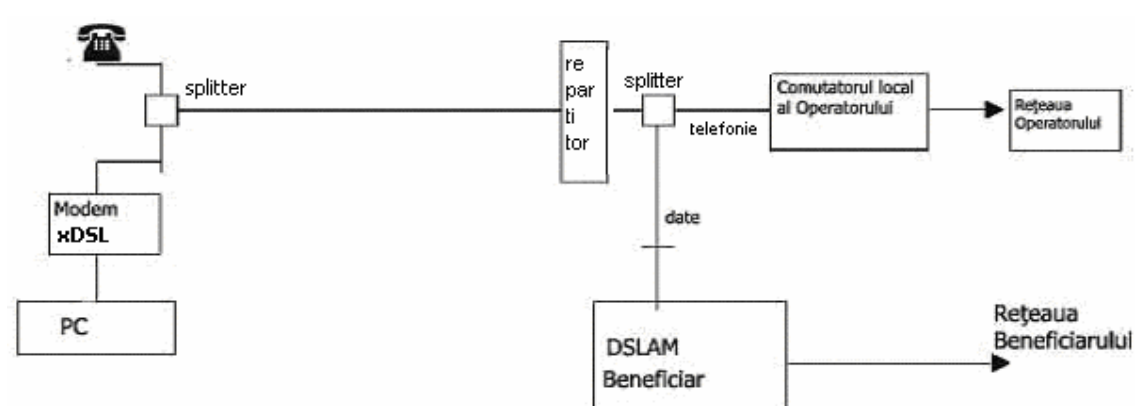
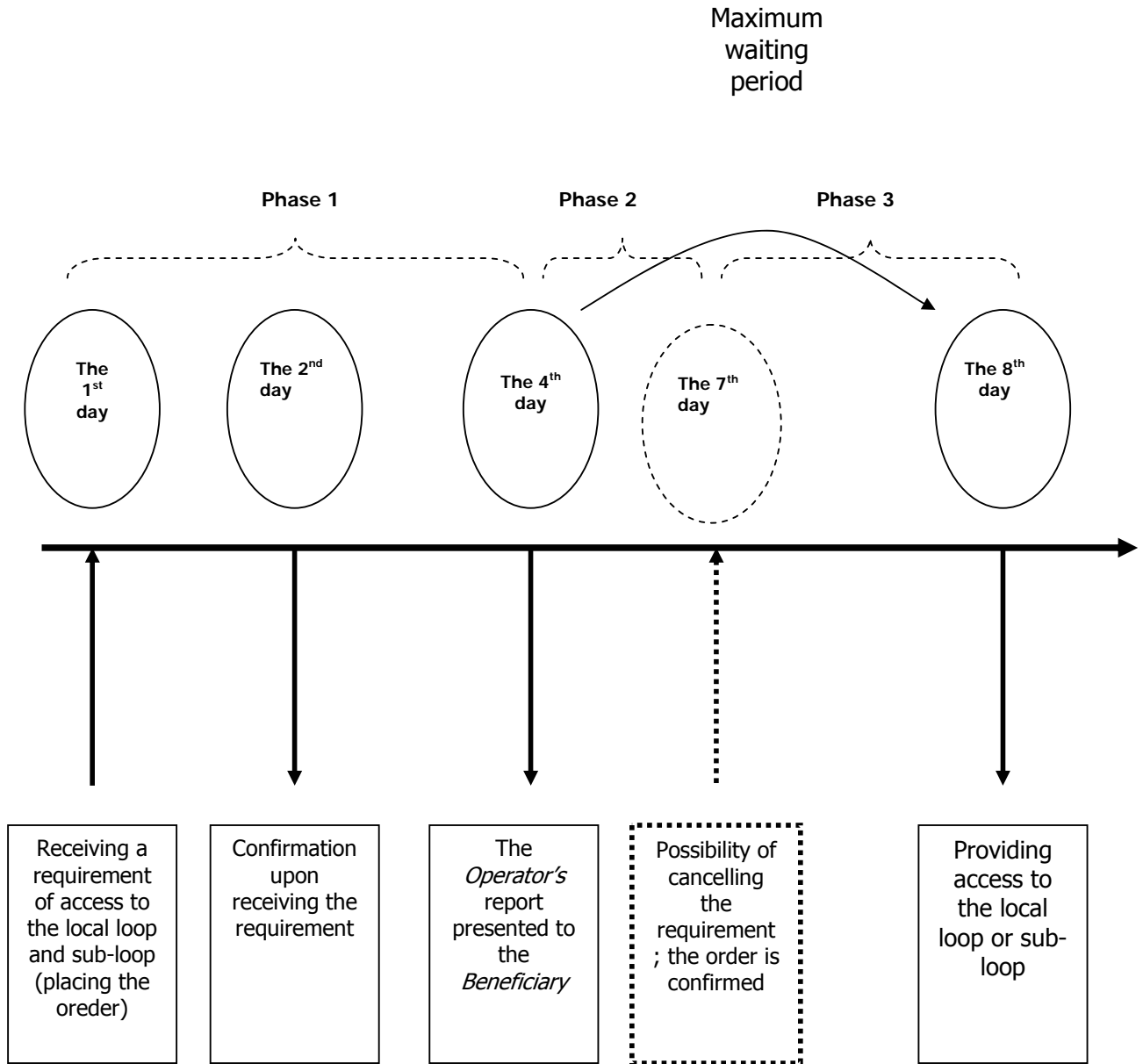


Fig. 2 – Shared access to the local loop

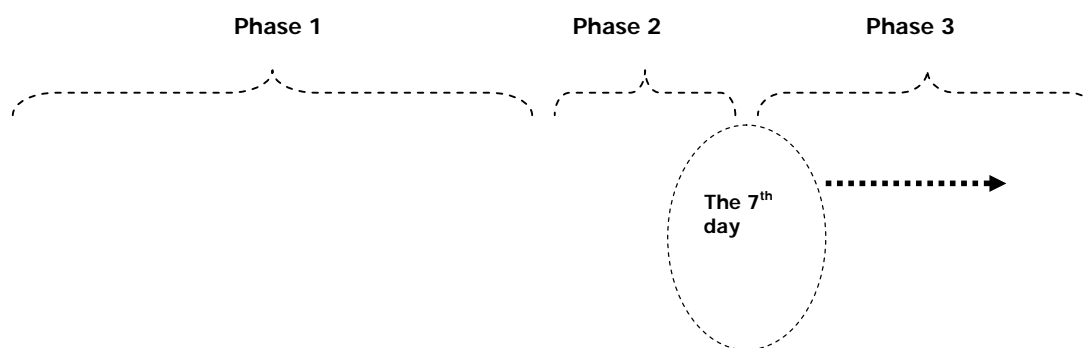


Annex no.3

Ordering procedure



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



Phase 1

- a) The *Beneficiary's* requirement of *unbundled access to the local loop* (placing the order);
- b) The *Operator's* confirmation upon receiving the order, within two days from the date of receiving the order;
- c) The *Operator* draws up a report on the respective order, within three days from the date of receiving the order, 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 authorization 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;
- c) starting providing the electronic communication service by the *Beneficiary*.

Annex no.4

Maximum tariffs for providing *unbundled access to the local loop*¹⁾

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

¹⁾ The tariffs do not include VAT.