



Office of the Director of
**Telecommunications
Regulation**

Information Notice

Direction to *eircom* requiring modification to *eircom*'s Service Level Agreement for Interconnection Circuits

Document No. ODTR 00/63

September 2000

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1. Introduction

On 27th June 2000 eircom published a revised Reference Interconnection Offer (“RIO”) as was required by Decision Notice D7/00 (ODTR 00/31). This revised RIO included changes that the Director instructed eircom to make to both the text of the RIO document and to the rates contained therein. ODTR 00/46 sets out in more detail the specifics with regard to these issues.

At the time of publication, one issue remained to be finalised concerning the introduction of Service Level Agreements for interconnection circuits provided by eircom to OLOs. D7/00 imposed an obligation on eircom to produce SLAs for certain interconnect services. This document reports on the specific matter of publication of SLAs for interconnection circuits on foot of D7/00.

2. Obligations on eircom

eircom holds a General Telecommunications Licence under Section 111(2) of the Postal and Telecommunications Services Act, 1983, as amended (“the 1983 Act”). In Decision Notice D15/99, the Director designated *eircom* as having significant market power (“SMP”) in the public fixed telephone networks and services, in leased lines and in the national market for interconnection. As a result *eircom* is subject to a range of obligations set out in, *inter alia*, condition 8 of *eircom*’s General Telecommunications Licence. In addition the European Communities (Interconnection in Telecommunications) Regulations, 1998 provide for additional obligations on eircom, as well as conferring powers on the Director in relation to the development of the interconnect regime.

ODTR 00/31 entitled “eircom’s RIO – Decision Notice D7/00 and Report on the Consultation” sets out the Director’s position on Service Level Agreements between *eircom* and its competitors. The Director required *eircom* to draw up a SLA, following consultation with other operators, and submit it to the Director by 22nd May 2000 with a view to an approved text being republished in the revised RIO on 27th June 2000.

3. Developments in relation to SLAs for interconnection circuits

While eircom did submit a proposal in respect of SLAs within the designated timeframe, it had not carried out a consultation with other operators due, it claimed, to time constraints. The Director did not accept eircom’s proposals and instructed the company to carry out the consultation required under D7/00. On 13th June, eircom submitted a revised proposal on this matter following a consultation with other operators. On 14th June, ODTR requested that eircom submit detailed reasoning on its position in relation to the comments it received from OLOs and the basis on which it had accepted or rejected those comments. However, citing time constraints, eircom stated that it was unable to comply with this request and the Director was not

therefore in a position to accept or approve the revised proposals prior to re-publication of the RIO on 27th June.

In order to advance the issue as effectively as possible, eircom was required to submit to the ODTR a copy of all comments received from OLOs in response to its consultation. On the 30th June, eircom also submitted its justification for its acceptance or rejection of the comments received.

The Director took into account eircom's comments and the comments received from OLOs as well as expert advice available to her, and directed that further adjustments be made to Annex D of eircom's RIO in order to ensure compliance with D7/00 and the relevant legislation. This direction was issued to eircom on 12th July 2000. eircom made representations to the ODTR seeking to have the Direction amended and, having examined these representations, the Director considers that no information has been provided by eircom to warrant any change in the original direction.

This information note sets out the changes required in the Direction to eircom and sets out the detail of the revised SLA for delivery of interconnection circuits that eircom is now required to offer interconnecting parties. The text of the revised Annex D of eircom's RIO is attached at Appendix A.

Annex D
***eircom* Service Level Agreement**
in respect of the delivery of
Interconnect Paths

This Annex D is effective from the date of signature of this Interconnect Agreement and shall remain in effect until amended following agreement of the Parties to such amendment.

1. This document sets out the service levels to which *eircom* commits with regard to the provision and maintenance of Interconnect Services. The services are at all times provided subject to *eircom*'s standard terms and conditions as set out in this Interconnect Agreement
2. The Services include the provision of Interconnect Paths ordered pursuant to an Interconnect Agreement between *eircom* and the Operator ordering the Services.
3. Each Application for Interconnect Paths is considered on its own merits. Save in exceptional circumstances each application falls within the ambit of this SLA. Appendix 1 sets out the complete list of exceptional circumstances approved by the National Regulator as being acceptable for this purpose. For the avoidance of doubt, all reasonable efforts shall always be made to comply with the terms of the applicable SLA, even for circuits which are covered by the exceptions set out in Annex 1.
4. The service level targets set out in this Annex D have been determined following a process of industry wide consultation completed by the National Regulator. Targets are set for a number of specific service level attributes, namely:
 - Service Provision
 - Fault response times
 - Planned Maintenance
 - Link Availability
5. A schedule of penalties for failure to meet the service targets against these attributes is also set out in this Annex D. Operators will be notified by *eircom* of penalties due. Penalties will be automatically remitted by *eircom* unless *eircom* and the Operator agree that there is material reason why the penalty should not be paid. In the event that an operator believes a penalty is

due and has not been notified by eircom then claims for penalties in respect of claimed service failures should be submitted as per Appendix 2

SLA Attributes

SLA Attribute	Standard		Conditions	Penalty payable
Provisioning				
Service provisioning time scales – Measured from order acknowledgement to Ready for Service where order acknowledgement is to occur no later than 5 working days after an OLO transmits an order to eircom by receipted e-mail or facsimile.	Orders Placed after 27 th June 2000 and before 1 st January 2001	Orders placed after 1 st Jan 2001		
New Path on existing Link to an existing POI where the transmission to the <i>eircom</i> Interconnect Node has been pre provisioned	N/A	4 Weeks	Orders to be placed in accordance with Section 4, “Pre-provisioning”, of the O&M Manual	<p>Fixed element – equal to the connection fee of the interconnect circuit in question. This shall be incurred as soon as <i>eircom</i> fails to deliver the respective interconnect circuit on the agreed ready for service date;</p> <p>Variable element – equal to one week’s rental for the relevant link for every complete 7 day period after the maximum ready for service date which the link is delayed.</p>
New Path on existing Link to an existing PoI	8 weeks	6 Weeks	As Above	As Above
New Path requiring new Link to an existing PoI	10 weeks	10 Weeks	As Above	As Above

New Path on new Link to a new PoI using CSI-	16 weeks	14 Weeks	As Above	As Above
New Path on new Link to a new PoI using ISI	26 weeks	17 Weeks	As Above	As Above
Rearrangement of existing Interconnect Path PoI (with or without associated Interconnect Node changes)	As for new provisions		As Above	Not Applicable
Post-provisioning				
Fault reporting	24-hour, 365 day reporting Customer Service Affecting : 60 minutes initial response with status updates every 60 minutes Non-Customer Service Affecting : 1 working day, with updates every following working day		Trouble Tickets shall only be accepted by either Party if there is sufficient information to provide a prima facie diagnosis that the fault is in the receiving Operator's network. For Priority A faults "hours" shall mean clock hours on a 24 hour, 365 days basis.	Not Applicable

Planned maintenance	10 working days' notice by either party.		This period may be shortened in exceptional circumstances such as activities required to ensure either Party's network integrity.	Not Applicable
In-service quality				
Availability	99.9% over one year, per interconnect link. This equates to 8.76 hours per year.		This availability relates only to the <i>eircom</i> network and is to be calculated net of any delays by the Operator in providing access to the Operator premises to <i>eircom</i> field staff or time spent by Operators in supplying such information requested by <i>eircom</i> as being necessary for fault diagnosis/resolution.	Not Applicable

Appendix 1

Guidelines for Application for Interconnect Paths

1. Penalties associated with the provision of Interconnect Paths shall be waived in respect of orders for circuits that fall outside of the agreed forecasted requirement. Penalties to be paid for late delivery shall also be waived, if the Operator fails to fulfil all the requirements placed on it and *eircom* provides notice of such requirements as stated in the RIO, Technical Manual or O&M Manual. For the avoidance of doubt this includes the provision of accommodation, access & power for the installation of CSI terminating equipment.
2. Paragraphs (a) – (f) set out the exceptional circumstances applicable for the purpose of the implementation of Service Level Agreements. *eircom* will inform and obtain the prior agreement of the National Regulator in the event that it wishes to amend this list.
 - (a) Where the installation site and/or facilities are not available to *eircom* for survey and/or installation purposes at the date and time requested by *eircom* and no other acceptable date and time can be agreed.
 - (b) Where the customer specifies a date before which service will not be accepted or an exact date on which Interconnect Paths must be delivered.
 - (c) Where it is mutually agreed between *eircom* and the Operator to construct infrastructure beyond the immediate requirements of the ordered service in order to facilitate future deliveries.
 - (d) Where a non-standard implementation is requested e.g. a particular network routing.
 - (e) Notwithstanding that the Operator has correctly forecast the volume of orders and that none of these orders falls within the terms of points 2(b) or 2(c), *eircom* has been unable to deliver them as a result of network capacity constraints which could not have been reasonably predicted at the time of the forecast by a competent person exercising Good Industry Practice. In such cases, *eircom* shall notify the Operator at the time of identifying the problem and *eircom* and the Operator shall agree a reasonable accommodation over delivery times for the relevant orders, neither party shall unreasonably withhold their agreement.
 - (f) Force majeure.
3. After an order is acknowledged, any requests for modifications to the order that materially affect the delivery of the order may only be effected by cancelling the original order and submitting a revised order. In this case *eircom*'s standard terms relating to cancellation of orders will apply. In the event that

non-material changes to the order are requested by the Operator then eircom will notify the operator of any required changes to the Ready for Service date.

Schedule 2

Guidelines for Submission of claims for penalty credits

Claims must be submitted in writing to:

Head of Carrier Services,
eircom,
St. Stephen's Green West,
Dublin 2

Claims must be submitted within three calendar months of the date on which the claim arose.

Claims must be submitted on the attached form. A separate form must be used for each penalty claimed.

In the event of a query any supporting documentation must be supplied within ten Working Days of a request by *eircom*.

Any penalties due will be remitted by way of credit against the account associated with the claim.

Appendix 1

Claim for Penalty Credit for Late Delivery of Service			
Customer claim reference	:		
Customer contact dealing with claim	:	Fax :	For <i>eircom</i> use only
		Tel :	
Date of submission of claim	:		Date Received :
Date of Order	:		Verified (Y/N) _____
Customer Order Reference	:		(Y/N) _____
Service Description	:		(Y/N) _____
<i>eircom</i> Service Order reference	:		(Y/N) _____
<i>eircom</i> circuit reference	:		(Y/N) _____
<i>eircom</i> Account Number	:		(Y/N) _____
Date Service Delivered	:		(Y/N) _____
Amount of Claim	:		(Y/N) _____
Method of calculation	Applicable standard lead time	:	(Y/N) _____
	Due Delivery Date	:	(Y/N) _____
	Number of Working Days Late	:	(Y/N) _____
	Connection Fee	:	(Y/N) _____
	Weekly rental	:	(Y/N) _____
Supporting documentation requested	(Y/N)	_____	Date :
Supporting Documentation received	(Y/N)	_____	Date :
Claim Accepted	(Y/N)	_____	Amount :
Credit Processed	(Y/N)	_____	Date :
Customer informed	(Y/N)	_____	Date :