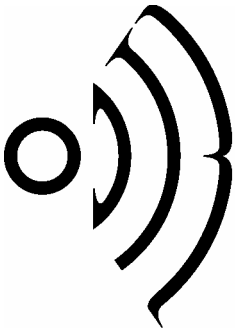


Office of the Director of
Telecommunications
Regulation

Local Loop Unbundling

Service Level Agreements

for Collocation and ULMP/Line Sharing

Information Notice

Document No. ODTR 01/37 **May 2001**

Oifig an Stiúrthóra Rialála Teileachumarsáide
Office of the Director of Telecommunications Regulation
Abbey Court, Irish Life Centre, Lower Abbey Street, Dublin 1.
Telephone **+353-1-804 9600** *Fax* **+353-1-804 9680** *Web:***www.odtr.ie**

CONTENTS PAGE

1 Introduction

1.1 Background

On 30th April 2001, the Director issued a Decision Notice D08/01 which set out the results of steps announced in Information Notice 01/15 and issued a number of Directions to eircom concerning Local Loop Unbundling (LLU) services and pricing in eircom's Access Reference Offer (ARO).

Associated with the ARO are process manuals to cover the services provided within the ARO, and which will form the basis for the processes to support any future services requested by Access Seekers.

The processes cover two distinct areas:

- Collocation : the ordering, provision and maintenance of space of an Access Seeker's equipment and connections to a Main Distribution Frame (MDF)

- ULMP / Line Sharing : the connection and ongoing maintenance of unbundled loops which are acquired by OLOs, using either an Unbundled Local Metallic Path (ULMP) or Line Sharing service.

The process documents have been adopted by the LLU Forum on 18th May, 2001, and eircom has been directed to publish process manuals using the process agreed by the forum (Decision 5.2.1 in Decision Notice D08/01).

In Decision Notice D08/01 the Director found that eircom had not, at that time, published a complete Service Level Agreement (SLA) and required eircom to include an interim SLA in its ARO by 3rd May, 2001.

However, in the Decision Notice the Director highlighted the fact that she :

"considers that these timescales may require to be amended. Views of both parties [ESAT and eircom] *have been documented in the industry working groups, and the Director will undertake a review of such timescales, including a benchmarking exercise, over the next two weeks with a view to issuing a final determination on Service Level Agreements, including where appropriate compensation for failure to meet specified timescales set out therein, by 18th May 2001 ."*

1.2 Legislative Basis

Regulation 2887/2000 of the European Parliament and of the Council on unbundled access to the local loop ('the LLU Regulation') was published in OJL 336 of 30th December 2000. *eircom*, as the operator designated by the Director as having significant market power in the provision of fixed public telephone networks and services under Annex 1, Part I, of Directive 97/33/EC, is a notified operator within the meaning giving to that term in Article 2(a) of the LLU Regulation.

Article 3 of the LLU Regulation obliges notified operators to publish a Reference Offer for unbundled access to their local loops and related facilities which must include as a minimum the items listed in the Annex. Item D of the Annex, "Supply Conditions", refers amongst other things to lead times, service level agreements and "standard contract terms, including, where appropriate , compensation provided for failure to meet lead times".

Article 4 provides that the NRA shall have the power to impose changes on the Reference Offer where such changes are justified.

1.3 Process Leading to the Determination on SLAs

Through the industry forum the ODTR has documented both eircom's and Esat's proposals regarding the processes and performance targets to be included in an SLA for both collocation and ULMP/Line Sharing.

Having considered these proposals the ODTR has, in accordance with Decision Notice D08/01, undertaken a review of the processes and timescales and on the 14th May last the ODTR produced a draft document setting out proposed SLAs. Comments on the document were received from both parties on 16th May and the ODTR now sets out its final determination on the matter.

1.4 Scope of the Document

This document sets out the final determination identified in Section 1.1. The scope of this document is to

- set out the processes for the two product types (collocation and ULMP/Line Sharing) at a high level
- set out the measurable performance attributes for each of the processes
- document eircom's and Esat's proposals for Service Levels against these attributes, including the question of penalties for non-performance against a target, as appropriate.
- set out the ODTR's final determination for service levels against these attributes given the parties positions above and based on a benchmarking exercise looking at other European country markets
- set out the ODTR's position on which attributes should attract compensation for non-compliance, where appropriate.

The paper is structured as follows:

Section 2 Describes the Collocation processes at a high level, and attributes, performance levels and penalties, where appropriate, to be included in eircom's SLA for this service.

Section 3 Describes the ULMP/Line Sharing processes at a high level, and the attributes, performance levels and penalties, where appropriate, to be included in eircom's SLA for this service.

Section 4 Describes the position with regard to the calculation and payment of penalties.

Section 5 Sets out the situation with regard to a review of the SLAs**.**

Section 6 Describes the next steps leading to the publication of a revised SLA by eircom

Appendices:

Section 7 Sets out the results of benchmarking exercise regarding the situation in other European countries with respects to performance levels, lead times and penalties.

Section 8 Sets out the Collocation process flow charts as they currently stand in the industry agreed process manual.

Section 8 Sets out the ULMP/Line Sharing process flow charts as they currently stand in the industry agreed process manual.

Section 9 Documents eircom's and Esat's comments on the draft SLA circulated to the industry forum and sets out the ODTR's position on these.

2 Collocation

2.1 Overview of Processes

The processes which support the Collocation service can be divided into four types:

- Information provision processes : those processes that provide information on the availability of collocation space to an Access Seeker – note these processes are optional and an Access Seeker can opt to request a full survey and contractual offer without going through these information gathering processes. The definitions of each of the processes is provided in the process manual which is published by eircom.
- Surveying and Ordering : where eircom conducts a survey of the collocation facilities and (subject to availability) produces a contractual offer to the Access Seeker for the provision of collocation. The definitions of each of the reports is provided in the process manual.
- Provisioning : conversion of the order into collocation space for acceptance by the Access Seeker
- In-service : processes to support the ongoing use of the collocation space, whether maintenance of eircom provided facilities, such as power and environment, or the provision of access to the collocation space for Access Seeker staff.

The process flow charts for each of the collocation processes, as they currently stand, are set out in Section 8 of this document. These process flow charts form part of the industry agreed process manuals. In accordance with Decision Notice D08/01, eircom are responsible for maintaining the process documents (which include the above charts) which may change over time having regard to LLU developments. Readers should therefore refer, in future, to the eircom website for the latest version of the process charts set out in Section 8 of this document.

2.2 Attributes of Each Process

2.2.1 General Notes

eircom standard office hours are 9am to 5pm Monday to Friday excluding Irish Public Holidays. Where an action is placed on eircom by an OLO request, outside of these office hours, for the purposes of SLA measurement the "clock" will not start until 9am on the following working day.

Standard working hours at collocation exchanges are 9am to 4pm Monday to Saturday excluding Irish Public Holidays.

2.2.2 Provision of Information

Generic Information

Once an Access Seeker has signed a Non-Disclosure Agreement with eircom, eircom will provide a set of generic information regarding all local exchanges in the eircom network, to aid the Access Seeker in its business planning.

Measurable Attribute	Auditable Start Point	Auditable End Point
Time taken to provide generic information	Receipt of a faxed copy of the signed NDA.	Despatch (by post) of the file containing the generic information
Audit	*Time stamp on fax*	*Franked date of postage.*

Site Specific Information

An Access Seeker can order a Site Specific Information Pack from eircom, containing plans of the exchange and surrounding campus, where available. This process is activated by the delivery of a SSIR[1] form to eircom.

Measurable Attribute	Auditable Start Point	Auditable End Point
Time taken to acknowledge order as either valid or rejected	Despatch of SSIR form by Access Seeker to eircom	Despatch of acknowledgement (whether order valid or rejected) by eircom to Access Seeker
Audit	*Despatch time stamp on e-mail*	*Despatch time stamp on e-mail*
Time taken to provide Site Specific Information Pack	Despatch of SSIR form by Access Seeker to eircom	Despatch (by post) of the documents requested in the SSIR
Audit	*Despatch time stamp on e-mail*	*Franked date of postage.*

2.2.3 Surveys and Orders

Initial Survey

An Access Seeker can order an Initial Survey of an exchange to determine whether there is adequate footprint and MDF space available to meet the

[1] Site Specific Information Request

Access Seeker's requirement, subject to a full survey of the actual condition of the space (Full Survey).

Measurable Attribute	Auditable Start Point	Auditable End Point
Time taken to acknowledge order as either valid or rejected	Despatch of ISR[2] form by Access Seeker to eircom	Despatch of acknowledgement (whether order valid or rejected) by eircom to Access Seeker
Audit	*Despatch time stamp on e-mail*	*Despatch time stamp on e-mail*
Time taken to provide Initial Survey Report	Despatch of ISR form by Access Seeker to eircom	Despatch (by e-mail) of the Initial Survey Report
Audit	*Despatch time stamp on e-mail*	*Despatch time stamp on e-mail*

Full Survey

In order to determine whether the available MDF space and collocation footprint is suitable for the Access Seeker's requirements, and to obtain an estimate of the time and cost required for any upgrading work in order to provide the specific collocation product, an Access Seeker can order a Full Survey. Optionally, an Access Seeker can order a Combined Full Survey and Site Offer based on the outcome of this survey (see later).

Measurable Attribute	Auditable Start Point	Auditable End Point
Time taken to acknowledge order as either valid or rejected	Despatch of FSR[3] form by Access Seeker to eircom	Despatch of acknowledgement (whether order valid or rejected) by eircom to Access Seeker
Audit	*Despatch time stamp on e-mail*	*Despatch time stamp on e-mail*
Time taken to provide Full Survey Report	Despatch of FSR form by Access Seeker to eircom	Despatch (by e-mail) of the Full Survey Report
Audit	*Despatch time stamp on e-mail*	*Despatch time stamp on e-mail*

[2] Initial Survey Request

[3] Full Survey Request

Site Offer

If an Access Seeker is in possession of a Full Survey for a specific exchange, it can request a Site Offer from eircom, using a Collocation Site Offer Request form. As an option, an Access Seeker can request a Combined Full Survey and Site Offer, as described below. This is a contractual offer of collocation facilities which includes both the price for delivery of the required collocation service plus a Scheduled Completion Date for the service as ordered.

Measurable Attribute	**Auditable Start Point**	**Auditable End Point**
Time taken to acknowledge order as either valid or rejected	Despatch of CSOR[4] form by Access Seeker to eircom	Despatch of acknowledgement (whether order valid or rejected) by eircom to Access Seeker
Audit	*Despatch time stamp on e-mail*	*Despatch time stamp on e-mail*
Time taken to provide Site Offer	Despatch of CSOR form by Access Seeker to eircom	Despatch (by e-mail) of the Site Offer
Audit	*Despatch time stamp on e-mail*	*Despatch time stamp on e-mail*

Combined Full Survey and Site Offer

An Access Seeker has the option to order a combined full survey and site offer from eircom. The output of this process will be a site offer, as above.

Measurable Attribute	**Auditable Start Point**	**Auditable End Point**
Time taken to acknowledge order as either valid or rejected	Despatch of CFSCSOR[5] form by Access Seeker to eircom	Despatch of acknowledgement (whether order valid or rejected) by eircom to Access Seeker
Audit	*Despatch time stamp on e-mail*	*Despatch time stamp on e-mail*
Time taken to provide Site Offer	Despatch of CFSCSOR form by Access Seeker to eircom	Despatch (by e-mail) of the Site Offer
Audit	*Despatch time stamp on e-mail*	*Despatch time stamp on e-mail*

[4] Collocation Site Offer Request

[5] Combined Full Survey and Collocation Site Offer

2.2.4 Provisioning

The Site Offer contains a Scheduled Completion Date for the project to provision the collocation service. This is the attribute against which a service level can be measured. The Scheduled Completion Date will be dependent on the date of acceptance of the Site Offer by the Access Seeker, and as such shall also imply a given number of working days from acceptance of the contract, subject to the time expiry of the offer.

2.2.5 In-service Processes

Planned Access

Planned access is instigated by a faxed and e-mailed order from the Access Seeker to eircom. The process uses a Notification of Access (NA) form.

Measurable Attribute	**Auditable Start Point**	**Auditable End Point**
Time taken to acknowledge NA as either valid or rejected	Despatch of NA form by Access Seeker to eircom	Return of form with an access reference number.
Audit	*Despatch time stamp on e-mail*	*Despatch time stamp on e-mail*
Provision of access to the exchange at the requested time	Time of access stated on NA form	NA
Audit	*Access Record Form completed by Access Seeker representative and eircom escort at exchange.*	NA

Unplanned Access

An Access Seeker can request an unplanned access visit using a telephone call to the appropriate eircom contact point, followed up by a faxed and e-mailed NA form. In this case a reference number for the access visit is provided by the eircom personnel when the call is made from the Access Seeker

Measurable Attribute	**Auditable Start Point**	**Auditable End Point**
Provision of access to the exchange at the requested time	Time of access stated on NA form	Time of access

Audit	*Notification of Access Form*	*Access Record Form completed by Access Seeker representative and eircom escort at exchange.*

Fault Management

From time to time a fault may arise in eircom equipment at the collocation exchange, which impacts Access Seeker's equipment. Examples might include loss of power or breakdown in air conditioning systems.

Once an Access Seeker has reported a fault to eircom, status information shall be provided by eircom at regular intervals. Any repair times shall be committed to for service affecting, and non-service affecting faults.

Faults are not closed until the Access Seeker is informed that a repair has been carried out.

2.3 Service Levels for Attributes

eircom has included the service levels it is "targeting" for each of the process attributes outlined in the following table. At the industry forum, ESAT also provided its preferred service levels for each of the attributes which are also documented. The ODTR has undertaken a benchmarking exercise to compare these positions with the current offers of incumbents in a basket of European countries. From this benchmarking exercise and the parties proposals a service level has been determined.

Unless otherwise stated, timings are taken from the beginning of a particular process.

Process / Attribute	eircom proposal	ESAT proposal	ODTR proposal[6]	Final Position
Provision of Generic Information	5 working days	3 working days		4 working days
Site Specific Information Report				
Acknowledgement	1 working day	1 working day	1 working day	1 working day
Delivery of Report	10 working days	10 working days	10 working days	10 working days
Initial Survey Report				
Acknowledgement	1 working day	1 working day	1 working day	1 working day
Delivery of Report	10 working days	10 working days	10 working days	10 working days
Full Survey Report				
Acknowledgement	1 working day	1 working day	1 working day	1 working day
Delivery of Report	15 working days	15 working days	15 working days	15 working days
Site Offer				
Acknowledgement	1 working day	1 working day	1 working day	1 working day
Delivery of Offer	30 working days	30/15 working days[7]	30/20[8] working days	30/20[8] working days

[6] Where timeframes proposed by ESAT and eircom are common, these timeframes have been proposed by the ODTR. Where proposed timeframes differ, the ODTR has taken into account the proposals and any benchmarking information.

[7] Where no external tenders were required, ESAT proposed that a shorter timescale would apply. The Full Survey Report should indicate any requirement for external tendering.

[8] Where outside tenders are required the delivery of the Site offer shall be within 30 days. Where no outside tenders are required the Site Offer shall be provided within 20 working days.

Process / Attribute	Eircom Proposal	ESAT proposal	ODTR proposal[9]	Final Position
Combined Full Survey and Site Offer				
Acknowledgement	1 working day	1 working day	1 working day	1 working day
Delivery of Offer	45 working days	35/20 working days	40/30[10] working days	40/30[10] working days
Provisioning	By Scheduled Completion Date	By Scheduled Completion Date	By Scheduled Completion Date	By Scheduled Completion Date
Planned Access				
Acknowledgement	1 working day	1 working day	1 working day	1 working day
Minimum notice period[11]	10 working days	10/2 working days[12]	10 Working Days[13]	10 Working Days[13]
Unplanned Access				
Within standard hours	Within 4 hours	Within 2 hours	Within 3 hours	Within 3 hours
Outside of standard hours	Within 6 hours	Within 3 hours	Within 4 hours	Within 4 hours

[9] Where timeframes proposed by ESAT and eircom are common, these timeframes have been proposed by the ODTR. Where proposed timeframes differ, the ODTR has taken into account the proposals and any benchmarking information.

[10] Where outside tenders are required the delivery of the CFSCSOR shall be within 40 days. Where no outside tenders are required the CFSCSOR shall be provided within 30 working days.

[11] The onus is on the access seeker to give the required level of notice.

[12] ESAT notes that there is a significant difference between the timescales for planned and unplanned access and proposed some form of fast track planned access with two days notice.

[13] The Director notes Esat's requirement for a fast track process and will review the position at a later date.

Process / Attribute	eircom Proposal	ESAT proposal	ODTR proposal[14]	Final Position
Fault Management (service affecting)				
First response on progress		1 hour	1 hour	1 hour
Subsequent responses		Every hour	Every hour	Every hour
Target repair time		4 hours	4 hours	6 hours
Fault Management (non- service affecting)				
First response on progress		1 working day	1 working day	1 working day
Subsequent responses		Every working day thereafter	Every working day thereafter	Every working day thereafter
Target repair time		3 working days	3 working days	3 working days

Note : All times in the above table are quoted from the point at which the process starts.

2.4 Escalation for Fault Management

The escalation procedures for collocation are based on those currently in place within the Reference Interconnect Offer (RIO). Where in Section 6.2.3, three levels of escalation are reference in Appendix 5 of that document.

The ODTR has determined timescales for escalation which are set out below.

Escalation Level	ODTR proposal
Service Affecting Faults	
First Level	After target repair time (6 hours from reporting)
Second Level	8 hours from reporting
Third Level	10 hours from reporting
Non-service Affecting Faults	

[14] Where timeframes proposed by ESAT and eircom are common, these timeframes have been proposed by the ODTR. Where proposed timeframes differ, the ODTR has taken into account the proposals and any benchmarking information.

First Level	After target repair time (3 working days from reporting)
Second Level	4 working days from reporting
Third Level	5 working days from reporting

2.5 Compliance and Penalties

Service Level Agreements (SLAs) should incentivise the service provider (eircom) to deliver the level of service agreed. Consequently, it is common for a set of penalties to be in place for non-compliance with the SLA. These penalties should be proportionate to the loss of service, when compared to the promise made.

In deciding whether or not to set penalties, the Director has had regard to the following:

- the fact that the demand environment for collocation products is largely unknown and the processes underpinning delivery are largely untested in terms of practical experience
- the experience in other European countries
- that the Access provider should be presented with demonstrable financial benefit from adhering to its SLAs
- that Access Seekers can derive confidence that SLAs are not just "empty promises", but are to be taken seriously by the Access provider
- Access Seekers are compensated, to some degree, for any shortfall in service from the SMP operator.

In order to ensure that the Access Provider has sufficient incentive to provide an adequate level of service to Access Seekers the Director believes, as a matter of principle, that penalties should apply to certain attributes.

As stated earlier, the collocation service is a new product in the market and the processes underpinning it are largely untried in practice. Having regard to the foregoing, the Director only proposes to include penalties for non-compliance in the area of provisioning, at this stage. The Director has therefore determined that the following penalties for collocation provisioning SLA non-compliance shall comply.

Process	When triggered	Penalty calculation	Cap
Provisioning	Delivery is later than Scheduled Completion Date	Daily rental fee for the ordered collocation space[15]	None

While the attributes and associated timeframes apply immediately, penalties payable for non-compliance with the service provisioning target will only apply to orders placed from the 18th August 2001.

[15] eircom shall not charge rental for the collocation space from the Scheduled Completion Date, if the space has not been accepted by the OLO.

3 ULMP and Line Sharing

Where the phrase "LLU services" is used in this document it should be taken as referring to both the ULMP and Line Sharing services.

3.1 Overview of Processes

The LLU Services will require three main operational processes:

- Service Provisioning : the arrangements for ordering and provisioning of an LLU service, including the arrangements for connecting the eircom local access network service to the OLO's equipment.
- Fault Repair : the procedures to be followed by OLOs when reporting faults in an LLU service.
- Loss Notification : arrangements for notifying a service provider that an existing service has been transferred to another service provider. These processes have not yet been finalised in their entirety. Insofar as processes have been agreed they have been included in the SLA. Upon finalisation, the remaining processes will be incorporated.

The process flow charts for each of the ULMP/Line Sharing processes, as they currently stand, are set out in Section 9 of this document. eircom are responsible for maintaining the process documents (which include the above charts) and these may change over time having regard to LLU developments. Readers should therefore refer, in future, to the eircom website for the latest version of the process charts set out in Section 9 of this document.

3.2 Attributes of Each Process

3.2.1 General Notes

eircom standard office hours are 9am to 5pm, Monday to Friday, excluding Irish Public Holidays. Where an action is placed on eircom by the delivery of an order or other document to eircom outside of these office hours, for the purposes of SLA measurement, the "clock" will not start until 9am on the following working day.

This document should be read in conjunction with the industry agreed process manuals which will be published by eircom.

3.2.2 Service Provisioning

Overview

All orders require the completion of an order form (LLU order form – LOF). There are a number of types of order:

- Provide : provision of one or more instances of an LLU service, and may include:

  - unbundling of any existing eircom service to provide either the ULMP or the Line Sharing service
  - provision of the ULMP service using a spare path
  - transfer of an existing service from one service provider to another.
  - any combination of the above.
- Cease : cessation of one or more instances of an LLU Service. A Cease order may include:
  - the cessation of a ULMP service
  - the cessation of the Line Sharing service
  - any combination of the above.
- Convert : this type of order is issued by eircom when it needs to instigate the conversion of an existing LLU Service to another service type. There are two cases:
  - conversion from Line Sharing to ULMP (after receipt of a cease request from the customer)
  - conversion from ULMP to Line Sharing (after receipt of a customer request for the Line Sharing service or after receipt of a customer request for PSTN service at an address where there are no spare paths).
- Cancel : a request from an OLO to eircom to cancel a current order.

Provide

Measurable Attribute	**Auditable Start Point**	**Auditable End Point**
Time taken to acknowledge order	Despatch, by OLO, of e-mailed order form with an order status of ORDER SUBMISSION.	Despatch, by eircom, of e-mailed order form with an order status of ACKNOWLEDGED.
Audit	*(Send) time stamp on e-mail*	*(Send) time stamp on e-mail*
Time taken to validate the order	Despatch, by OLO, of e-mailed order form with an order status of ORDER SUBMISSION.	Despatch, by eircom, of e-mailed order form with an order status of ORDER ACCEPTED or ORDER REJECTED.
Audit	*(Send) time stamp on e-mail*	*(Send) time stamp on e-mail*
Time taken to complete "Provide"	Despatch, by OLO, of e-mailed order form with an order status of ORDER SUBMISSION.	Despatch, by eircom, of e-mailed order form with an order status of COMPLETION or COMPLETION FAILURE or PARTIAL COMPLETION.
Audit	*(Send) time stamp on e-mail*	*(Send) time stamp on e-mail*

Cease

Measurable Attribute	Auditable Start Point	Auditable End Point
Time taken to acknowledge order	Despatch, by OLO, of e-mailed order form with an order status of ORDER SUBMISSION.	Despatch, by eircom, of e-mailed order form with an order status of ACKNOWLEDGED.
Audit	*(Send) time stamp on e-mail*	*(Send) time stamp on e-mail*
Time taken to validate the order	Despatch, by OLO, of e-mailed order form with an order status of ORDER SUBMISSION.	Despatch, by eircom, of e-mailed order form with an order status of ORDER ACCEPTED or ORDER REJECTED.
Audit	*(Send) time stamp on e-mail*	*(Send) time stamp on e-mail*
Time taken to complete "Provide"	Despatch, by OLO, of e-mailed order form with an order status of ORDER SUBMISSION.	Despatch, by eircom of e-mailed order form with an order status of COMPLETION.
Audit	*(Send) time stamp on e-mail*	*(Send) time stamp on e-mail*

Convert (Line Sharing to ULMP)

Measurable Attribute	Auditable Start Point	Auditable End Point
Time taken to acknowledge order	Despatch, by eircom, of e-mailed order form with an order status of ORDER SUBMISSION.	Despatch, by OLO, of e-mailed order form with an order status of ACKNOWLEDGED.
Audit	*(Send) time stamp on e-mail*	*(Send) time stamp on e-mail*
Time taken to respond the order	Despatch, by eircom, of e-mailed order form with an order status of ORDER SUBMISSION.	Despatch, by OLO, of e-mailed order form with an order status of CONVERSION RESPONSE.
Audit	*(Send) time stamp on e-mail*	*(Send) time stamp on e-mail*

Convert (ULMP to Line Sharing)

The processes for ULMP to Line Sharing have not been discussed by the industry forum and, as such, it would be inappropriate to include them in an SLA at this point in time. When these processes are agreed they will be included in the SLA. Possible SLA attributes are set out below for information purposes.

Measurable Attribute	**Auditable Start Point**	**Auditable End Point**
Time taken to acknowledge order	Despatch, by eircom, of e-mailed order form with an order status of ORDER SUBMISSION.	Despatch, by OLO, of e-mailed order form with an order status of ACKNOWLEDGED.
Audit	*(Send) time stamp on e-mail*	*(Send) time stamp on e-mail*
Time taken to respond the order	Despatch, by eircom, of e-mailed order form with an order status of ORDER SUBMISSION.	Despatch, by OLO, of e-mailed order form with an order status of CONVERSION RESPONSE or ORDER REJECTED.
Audit	*(Send) time stamp on e-mail*	*(Send) time stamp on e-mail*

Cancel

Measurable Attribute	**Auditable Start Point**	**Auditable End Point**
Time taken to acknowledge order	Despatch, by OLO, of e-mailed order form with an order status of CANCEL.	Despatch, by eircom, of e-mailed order form with an order status of ORDER ACKNOWLEDGED.
Audit	*(Send) time stamp on e-mail*	*(Send) time stamp on e-mail*
Time taken to respond the order	Despatch, by eircom, of e-mailed order form with an order status of CANCEL.	Despatch, by OLO, of e-mailed order form with an order status of ORDER COMPLETED or ORDER REJECTED.
Audit	*(Send) time stamp on e-mail*	*(Send) time stamp on e-mail*

3.2.3 Loss Notification

The Loss Notification process will be invoked for any order that involves a modification or termination of a service provided by any service provider

other than the originator of the order . The purpose of the process is to notify the losing operator that its service will be terminated. Thus the process is used for:

- all orders for the transfer of services between service providers
- all orders for the Line Sharing service
- all orders for the ULMP service that involve termination of an existing eircom service.

eircom will operate the Loss Notification process on behalf of the industry.

Measurable Attribute	**Auditable Start Point**	**Auditable End Point**
Time taken to notify of LOSS	Despatch of the LNF to the losing operator	Response by the losing OLO to the LNF
Audit	*(Send) time stamp on e-mail*	*(Send) time stamp on e-mail*

3.2.4 Fault Repair

Measurable Attribute	**Auditable Start Point**	**Auditable End Point**
Time taken to repair fault	Telephone call by OLO to 1901, eircom's fault reporting number.	Telephone call by eircom to OLO to report that fault has been cleared.
Audit	*Time of telephone call, logged with fault report reference number*	*Time of telephone call, logged with fault report reference number*

It should be noted that there is no requirement on eircom to provide status reports on fault repair unless an OLO calls eircom for an update.

Note that the ODTR has requested eircom to develop proposals for enhanced fault repair services. These are not currently included in this document or the process documentation and may be included, if appropriate, at a later date.

3.3 Service Levels for Attributes

eircom has included the service levels it is "targeting" for each of the process attributes outlined in the following table. The ODTR has undertaken a benchmarking exercise to compare these positions with the current offers of incumbents in a basket of European countries. From this benchmarking exercise, and the comments received by the parties, the following service levels has been determined.

Unless otherwise stated, timings are taken from the beginning of a particular process. For the avoidance of doubt, day 0 is the receipt by eircom of the order.

Process / Attribute	eircom ARO	ODTR proposal	Final Position
Service Provisioning (All order types)			
Acknowledgement	1 working day	1 working day	1 working day
Validation	4 working days	4 working days	4 working days
Completion of order	19 working days	19 working days	19 working days
Service Provisioning (Convert orders LS to ULMP only)			
Notification Response	20 working days	20 working days	20 working days
Loss Notification	To be agreed	Awaiting industry discussion	
Fault Repair			
From Fault Reception to Fault Clear	5 working days	5 working days[16]	5 working days.

3.4 Escalation

The escalation procedures for LLU services are based on those currently in place within the Reference Interconnect Offer (RIO). Where in Section 6.2.3, three levels of escalation are reference in Appendix 5 of that document.

The ODTR has determined timescales for escalation as follows.

Escalation Level	ODTR proposal	Final Position
Faults		
First Level	After target repair time (5 working days from reporting)	After target repair time (5 working days from reporting)
Second Level	6 working days from reporting	6 working days from reporting

[16] The ODTR has sought proposals from eircom regarding enhanced timeframes for fault repair.

Third Level	7 working days from reporting	7 working days from reporting

3.5 Compliance and Penalties

Service Level Agreements (SLAs) should incentivise the service provider (eircom) to deliver the level of service agreed. Consequently, it is common for a set of penalties to be in place for non-compliance with the SLA. These penalties should be proportionate to the loss of service, when compared to the promise made.

In deciding whether or not to set penalties, the Director has had regard to the following:

- the fact that the demand environment for LLU products is largely unknown and the processes underpinning delivery are largely untested in terms of practical experience
- the experience in other European countries
- that the Access provider should be presented with demonstrable financial benefit from adhering to its SLAs
- that Access Seekers can derive confidence that SLAs are not just "empty promises", but are to be taken seriously by the Access provider
- Access Seekers are compensated, to some degree, for any shortfall in service from the SMP operator.

In order to ensure that the Access Provider has sufficient incentive to provide an adequate level of service to Access Seekers the Director believes, as a matter of principle, that penalties should apply to certain attributes.

As stated earlier, the ULMP/Line Sharing services are new products in the market and the processes underpinning it are largely untried in practice. Having regard to the foregoing, the Director has decided to include penalties for non-compliance in the area of provisioning and fault repair, at this stage.

Process	When triggered	Penalty calculation	Cap
Provisioning	Delivery is later than the period defined in the SLA	1 day late – 40% of connection order fee 2 days late – further 20% 3 days late – further 20% 4 days late further 20%	Repayment of full connection order fee, whether "successful" or "failing validation".
Fault Clearance	Clearance is achieved over a period longer	1 day late – 50% of Fault Clearance Fee plus Line	Repayment of full fault clearance fee (and Line

	than in the SLA.	Test Fee (if appropriate). 2 days late – further 25% 3 days late – further 25%	Test fee if appropriate). By the time this fee is repaid, the delay will have been escalated to the third level.

Penalties with respect to fault clearance shall only apply to faults that have been "proved" to the eircom network.

While the attributes and associated timeframes apply immediately, penalties payable for non-compliance with the service provisioning and fault clearance target will only apply to orders placed from the 18th August 2001.

4 Penalty Calculation and Payment

eircom will be responsible for generating the bills for both collocation and LLU services, therefore eircom will have all of the necessary processes and tools to calculate any applicable penalty payments for non-adherence to SLA standards. Eircom already carries out this function under the Carrier Services and interconnect SLAs, and the Director consider that there is benefit in a harmonised approach across all SLA regimes.

Consequently, the Director feels that eircom is best placed to calculate any applicable penalty payments for non-adherence to SLA standards. This shall apply from the 18th November, 2001. These should be placed on the invoice as credits to the particular OLO's account, by the end of the next billing period.

The Director would welcome feedback from OLOs in terms of eircom's performance in this regard.

5 Review of SLAs

The Director accepts that collocation and the LLU services are new to the market and are largely untested in terms of the supporting process to provide such products. With this in mind, and without prejudice to her powers, she proposes to review the SLA regime having regard to:

- practical experience of the operation of the service delivery and SLA processes
- eircom's compliance with the timeframes for the processes attributes set out in the SLA
- any new products which have been introduced into the reference offer by eircom
- any other products which have been provided to operators
- amendments which have been made by the industry to the process manuals.

The Director envisages that such a review might take place when sufficient time has elapsed to allow her to assess the situation. If requested this review may take place at an early date.

6 Next Steps

As stated in the introduction (Section 1), in Decision Notice D08/01 the Director found that eircom had not, at that time, published a complete Service Level Agreement (SLA) and required eircom to include an interim SLA in its ARO by 3rd May, 2001. The Director also indicated that she would undertake a review of the SLA with a view to issuing a final determination by the 18th May. This review has now been completed and the Director has determined an appropriate SLA regime for Collocation and ULMP/Line Sharing as set out in Sections 2 and three of this document respectively.

The timeframe within which the determination has been reached has been extremely challenging and the Director would like to thank the parties for their proactive engagement during this process.

In accordance with the Director's powers under Article 4 2(a) of the LLU Regulation, the ODTR will now be writing to eircom, requiring them to amend Annex E of their Reference Access Offer, "Inter-Operator SLA", in order that their Collocation and ULMP/Line Sharing SLA regimes reflect the position set out in Sections 2, 3 and 4 of this document.

7 Appendix A - Benchmarking Information

Country	Collocation space	Unbundled loops	Penalties
Austria	Physical collocation:10 weeks Outdoor container: 8 weeks Outdoor cabinet: 4 weeks	7 working days	
Belgium	Physical collocation: • 3.5 months to provide the building facilities of the Operators' room; • 1.5 month if Operators' room space is available. Distant collocation: 2.5 months to provide the cross-connection cabinet and the building utilities.	Belgacom suggests the following procedure in 4 steps: Step 1: OLO sends a Statement of Requirements (SOR) relative to the provisioning of Blocks and Tie Cabling; Step 2: "Friendly User Testing" phase: at least 2 months; Step 3: Commercial Start-up phase: 6 months; Step 4: Full commercial phase: entirely based on the OLO's forecasts.	
Denmark	The OLO must first make a request to TeleDannmark for possible collocation at specified premises. TeleDanmark has up to 45 days to reply. After receiving a positive answer, the OLO can ask TeleDanmark to prepare an offer for collocation. The offer shall be prepared no later than 45 working days after the request from the OLO.	30 working days.	
Finland	Not known. There is a problem of collocation space, in particular in the Helsinki area.	Not known	

Country	Collocation space	Unbundled loops	Penalties
France	2 months for feasibility study + 4 months for construction On lead times to deliver Co-location space - France Télécom supplies feasibility study with estimate for Co-location room in 8 weeks and after order by one operator builds the room in 4 months.	8 days France Télécom does not really have an SLA for its LLU and Co-location offerings France Télécom supplies copper pair (full unbundling and line sharing) in 7 working days after the order. On fault repair times on unbundled loops France Télécom repairs in 2 working days for full unbundling and 1 working day for line sharing. There are no escalation processes at the moment France also has developed a special repair mechanism called GTR 4h (Repairing Time Guaranteed 4 hours) for fault repair just for full unbundling.	The terms for LLU and Colo as specified are contractually binding. There is no penalty on lead times to deliver unbundled loops and fault repair. Concerning lead times to deliver Co-location space, France Télécom must pay one month for the location space. If the delay is above one month, penalties are limited to a maximum of 2 months. Concerning GTR 4h, penalties are 2 months for the GTR offer (39 F by month and by pair).

Country	Collocation space	Unbundled loops	Penalties
Germany	7 weeks Collocation is possible at 8000 sites, 500 sites are in use, rents were set by RegTP at normal business level •one-time set-up costs for the room as a whole are divided among all operators present at the site: 1st pays 100%, gets back 50%, the 2nd pays 50% a.s.o •minimum of 2sqm collocation space, no special requirements (no heating, no window, no water, no air-conditioning, but available on demand) •only transmission equipment is allowed The SLA's for lead times to deliver Co-location space-DTAG has to provide the collocation space within a maximum of 16 weeks. As far as there are already competitors in the collocation space present, the provision has to be after a maximum of 7 weeks	7 working days For LLU there is an average availability of 98,5% granted interference tests if an operator wants to use a new transmission technique, 2 levels: - paper checking - not used on DTAG's network very important e.g. for xDSL-techniques The LLU has to be provided after a maximum of 7 working days after the order by the competitor Concerning fault times on unbundled loops, the standard repair time is 24 hours after the occurring of the fault. There is a carrier-express repair time available on demand (special tariffs) within 6 hours after. There are no escalation processes at the moment	The SLAs are contractually binding but there are no penalty payments.
Greece	Not decided yet	Not decided yet	
Ireland	Working groups are developing an industry agreed O&M manual	Working groups are developing an industry agreed O&M manual	
Italy	New preparation: 90 working days Amendment to existing collocation space: 15 working days	**Copper loops** 95% cases – 7 working days 100% cases – 10 working days **Fibre loops** 95% cases – 15 working days 100% cases – 20 working days	
Luxembourg	Information Not Available	Information Not Available	

Country	Collocation space	Unbundled loops	Penalties
The Netherlands	OPTA guidelines on MDF access provide for a 3 month period	OPTA guidelines on MDF access provide for a 8 day period	
Norway	Not standardised. NPTA do not have Telenors Agreement on Co-locations Offerings available for the moment and therefore do not have any information on lead times for availability Operator is already co-located at the relevant places.	Telenor aims to deliver 80% of the subscriber connections within 20 working days. A fixed delivery time shall be determined no later than June 15, 2001. Unable to ascertain if Telenor has any separate agreements on Service Level for LLU and Co-location offerings. There are provisions concerning lead times for delivery and repair in the general agreement on LLU. NPTA is currently evaluating Telenor's revised LLU agreement. At the moment the lead times to deliver unbundled loops are that 80% of ordered LLU should be delivered within 20 work days after the day of the order. Fault repair times on unbundled loops: 80% of all notified faults should be repaired within "8 hours", i.e first work day after notification. - the "SLA" - provisions will be contractually binding	3) Penalty payments are in the form of price reductions. These are activated if the notified faults have not been repaired within 5 days The NRA thinks that there may also be compensation payable. The price reduction is estimated to 1/365 of the yearly price for the rental for the product. The price reduction calculation starts from the day of the notification of the fault until it has been repaired.
Portugal	ICP has set up a working group including Portugal Telecom and the other telecommunications operators to agree conditions for LLU and the Reference Offer.		
Spain	• 90 days when the Operators Room (where the collocation cages are installed) already exists. • 112 days when the Operators Room does not exist	• Internal cabling for physical access: 37 days • Loop for physical access: 30 days • Internal cabling for physical and shared access: 52 days • Bitstream access: ≅ 15 working days	

Country	Collocation space	Unbundled loops	Penalties
Sweden	Within 2 months from the operator accepts the offer of Telia. <u>Lead times to deliver Co-location space</u> 1 Request for quotation 15-20 working days 2 Deliver of co-location space within 9 weeks	10 working days **Telia has two "frame agreements" one for co-location and one for LLU. Service levels are included in both these frame agreements.** <u>Lead times to deliver unbundled loops</u> **1 Request for quotation within 7 working days** 2 Deliver of unbundled loops within 10 working days <u>Fault repair times on unbundled loops</u> The standard service included in the unbundled loop products as well in the co-location states that faults will be repaired within 24 hours. **There are no specific escalation processes stipulated within the frame agreement.**	The service levels stated in the frame agreements are contractually binding. Telia has to pay a penalty for late delivery of unbundled loops as well as co-location space. The penalty fee is 1% of the annual fee for the concerned product for every new week overdue. This penalty fee is capped to the normal 3 month fee for concerned product. Telia has to reduce the fee for late response on faults. The reduction is calculated by taking 1/365 * annual fee for concerned product for every new day overdue. This reduction of the fee is for the time being not capped.
Switzerland	Not applicable. No LLU yet.	Not applicable. No LLU yet.	Not applicable. No LLU yet.

Country	Collocation space	Unbundled loops	Penalties
UK	New preparation: within 4 months Amendment to existing collocation space: within 4 weeks	Within 3 working days of an order, if no NTE is necessary, and within 5 working days, if a new NTE is needed (excluding the time required for the receipt of the anti-slamming card from the end-user). BT plc has been required by an Oftel determination of 21 February 2001 to offer service level commitments in its reference offer for unbundled access to the local loop. Negotiations between BT and the other operator's group (OPF) on the detailed service levels to be offered are ongoing. The current service level terms offered by BT plc are at Part VI of its reference offer at www.btinterconnect.com (under Local Loop Unbundling in the click down menu). These terms may change shortly as a result of the negotiations between BT and the OPF. Either party may refer the service level agreement to Oftel for determination if agreement cannot be reached. The DGT would then expect to make a further determination.	As a result of Oftel's February determination, the requirement to provide service to reasonable service levels is a contractually binding commitment on BT plc. The SLA being negotiated at present will, therefore, become a binding standard on which the other operators (OLOs) will be able to sue. At present, BT is only required to offer a reasonable level of liquidated damages representing a pre-estimate of the OLOs losses. A contractual penalty (as distinct from compensation) is not enforceable as a matter of English contract law and thus was not required by the determination. More detailed provisions relating to liquidated damages are the subject of the ongoing negotiations between BT and the OPF.

UK Faults

What processes have been agreed for the testing of a line in the event of a fault?

A All unbundled loops are the responsibility of the relevant OLO

B All unbundled loops are "jumpered" through the SMP Operator's automatic test equipment

C SMP Operator's engineers make a site visit (to the exchange) and test the line

D Other – please specify

A mixture of B and C. Unbundled loops are jumpered through BT's automatic test equipment to test the line. This only occurs when BT engineers make a site visit to test a line.

GERMANY

What processes have been agreed for the testing of a line in the event of a fault?

A All unbundled loops are the responsibility of the relevant OLO

B All unbundled loops are "jumpered" through the SMP Operator's automatic test equipment

C SMP Operator's engineers make a site visit (to the exchange) and test the **line**

D Other – please specify

FRANCE – Faults

What processes have been agreed for the testing of a line in the event of a fault?

A All unbundled loops are the responsibility of the relevant OLO

B All unbundled loops are "jumpered" through the SMP Operator's automatic test equipment

C SMP Operator's engineers make a site visit (to the exchange) and test the line

D Other – please specify

The relevant OLO notes the fault on pair, and points the problem out to France Télécom Who tests the line and repairs in 2 working days.

SWEDEN Faults

A All unbundled loops are the responsibility of the relevant OLO

B All unbundled loops are "jumpered" through the SMP Operator's automatic test equipment

C SMP Operator's engineers make a site visit (to the exchange) and test the line

D Other – please specify

Process agreed according to frame agreement

OLO's

- Receives a fault report from its end-customer
- Checks that the fault itself does not relate to equipment belonging to the OLO or their end-customer
- If this check indicates fault on Telia's copper access the OLO then files a fault report to Telia.
- States the identification number on the specific copper access and describes the nature of the fault

Telia

- Receives and register the fault report from the OLO. Open 24 hours.
- Order fault repair
- When the fault has been dealt with a clearance report is sent to the OLO
- If the fault has not been dealt with within the stipulated time Telia will communicate this with the OLO and give information on a new time frame and explain the cause of the delay.

NORWAY FAULTS

4) Faults - processes for the testing:

A SMP Operator's engineers make a site visit (to the exchange) and test the line

8 Appendix B - Collocation Flow Charts

The flow charts referenced in this document are for illustration only and are taken from the process manuals agreed by the LLU Industry Forum for on 18th May 2001.

However, it may be that in light of practical experience the industry may wish to update these diagrams. The reader should reference the latest versions of these diagrams which will be available with the published process manuals on the eircom web-site.

Figure 1 : Site Specific Information Request Process

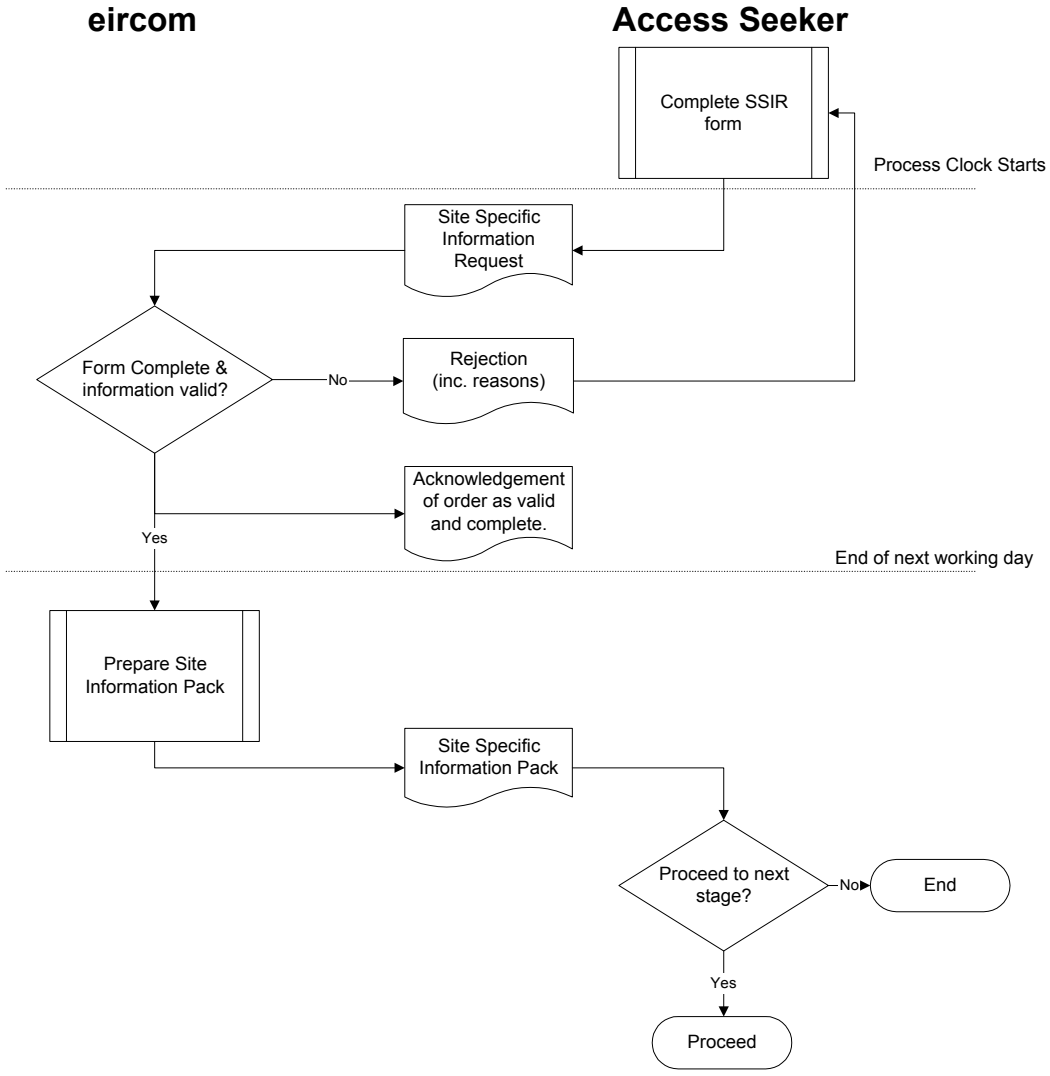


Figure 2 : Initial Survey Request Process

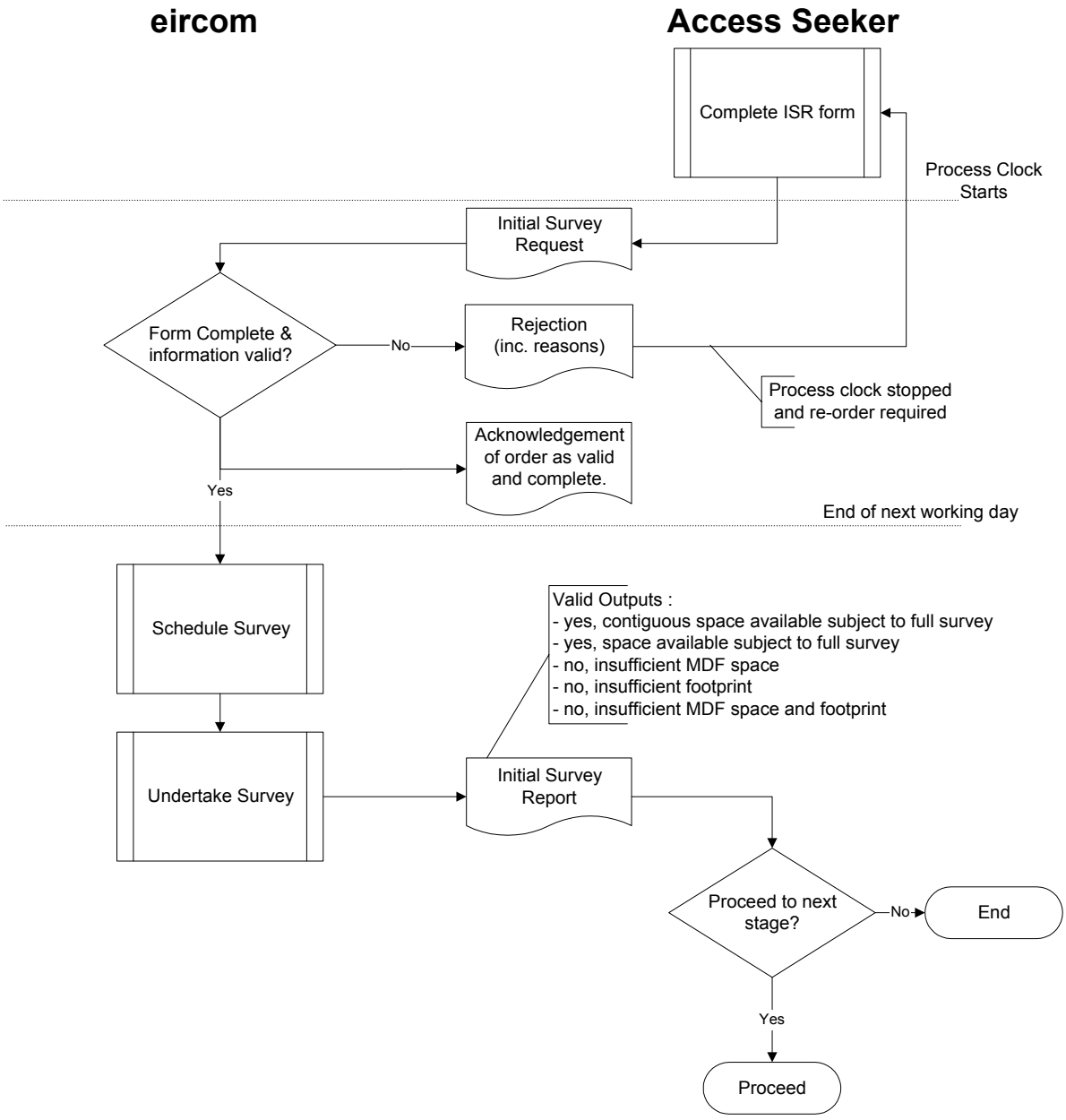


Figure 3 : Full Survey Request Process

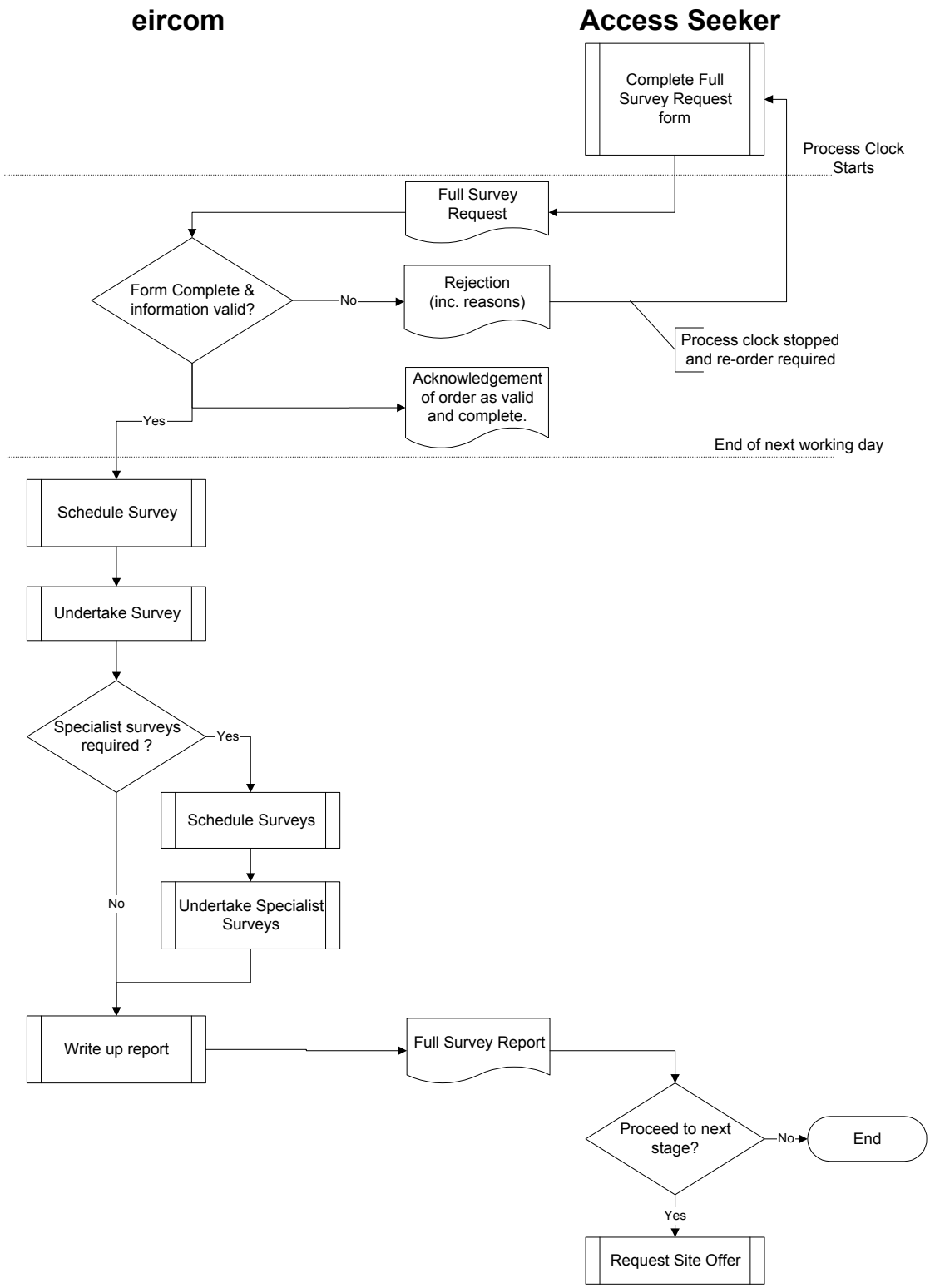


Figure 4 : Site Offer Request Process

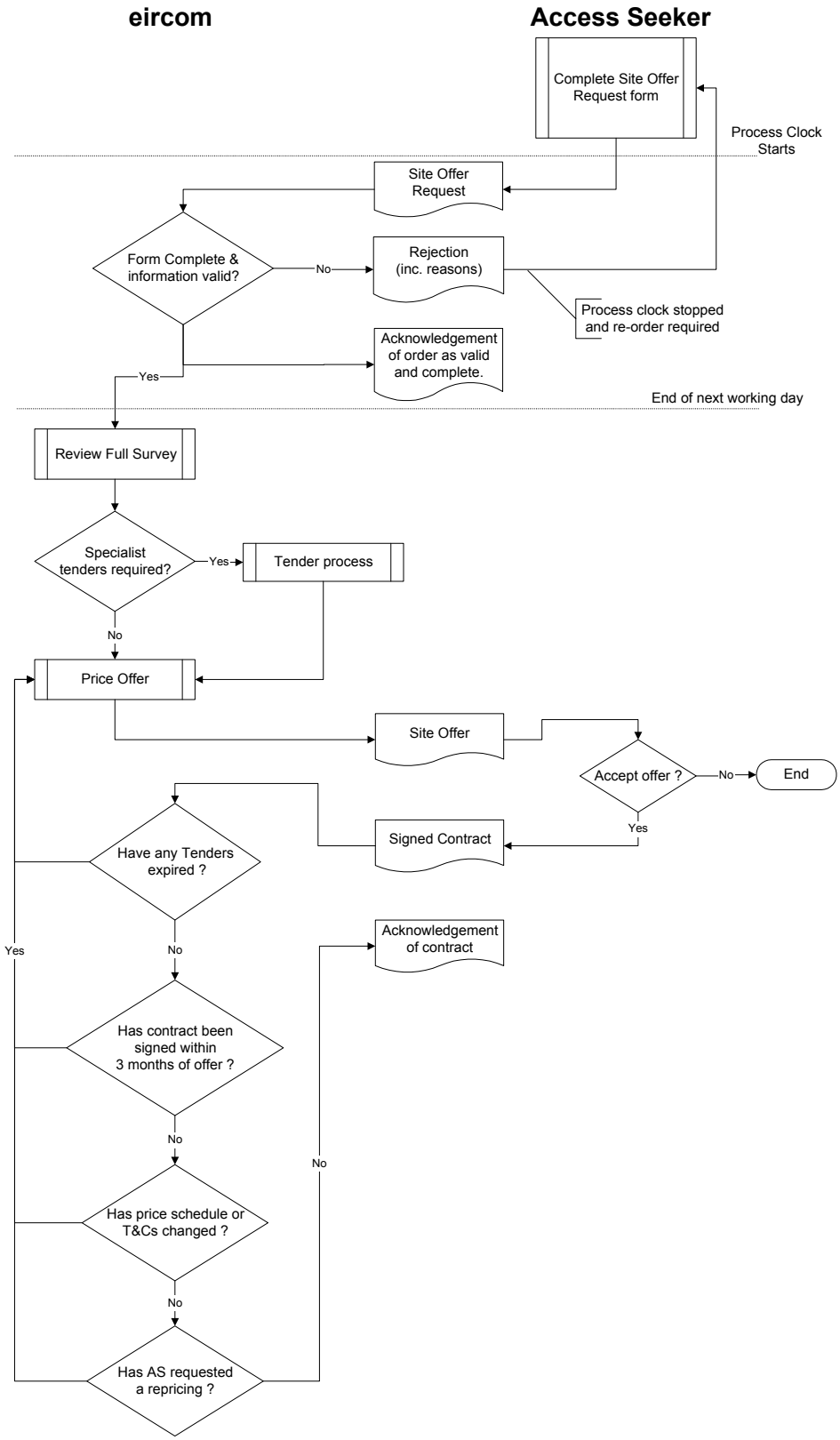
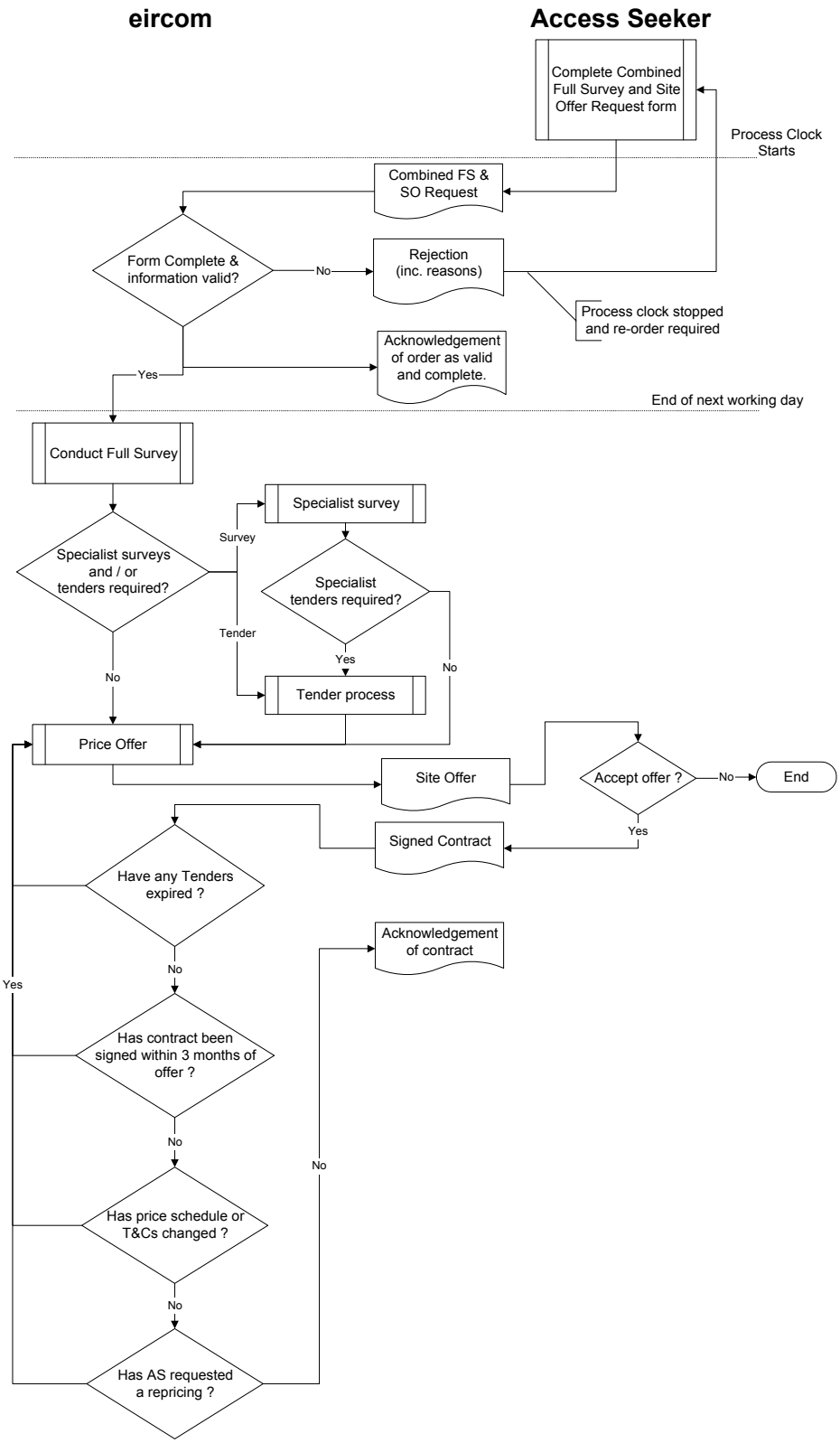


Figure 5 : Combined Full Survey and Site Offer Process



THIS PAGE IS INTENTIONALLY BLANK

9 Appendix C - ULMP and Line Sharing Process Flow Charts

Figure 6 : Local Loop Provide and Cease Processes (Part I)

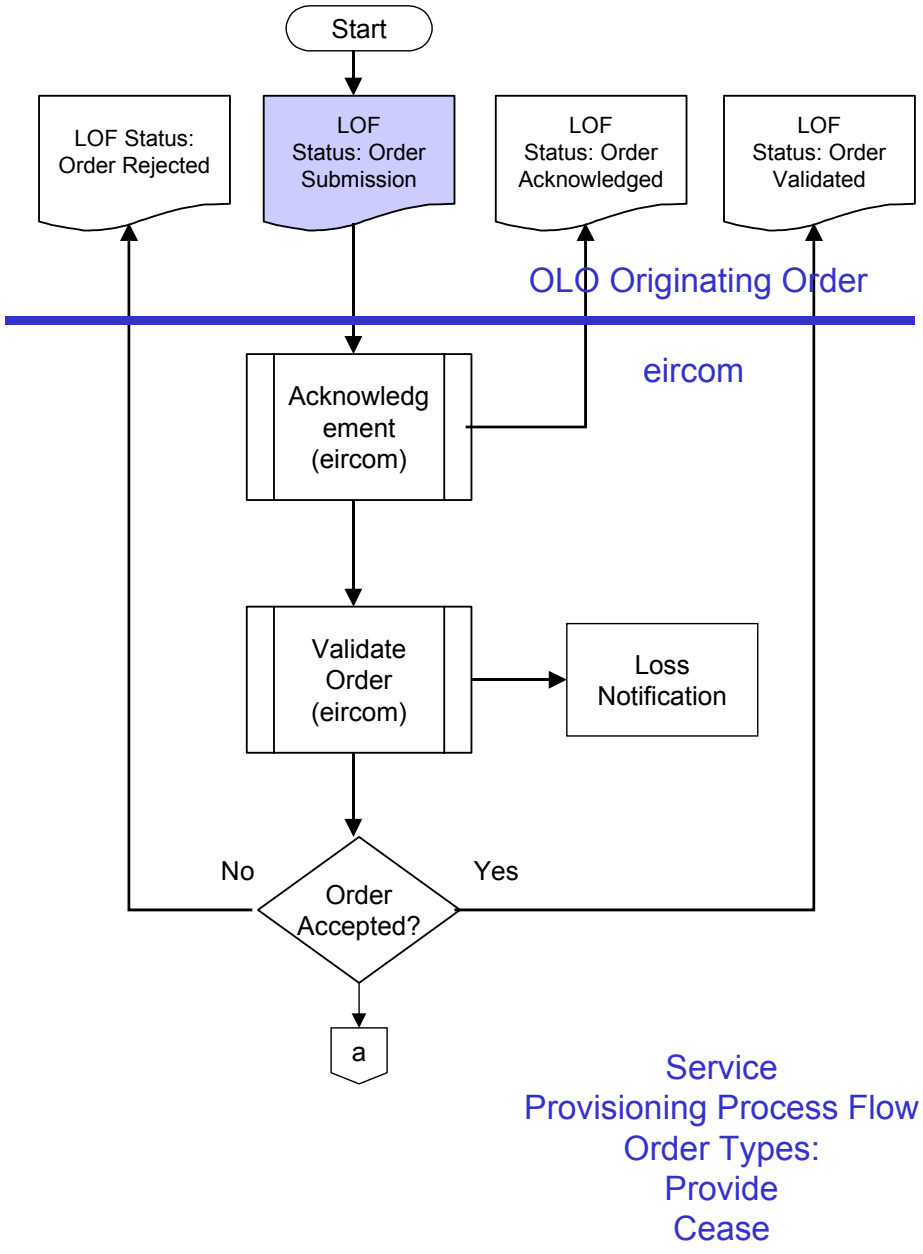


Figure 7 : Local Loop Provide and Cease Processes (Part II)

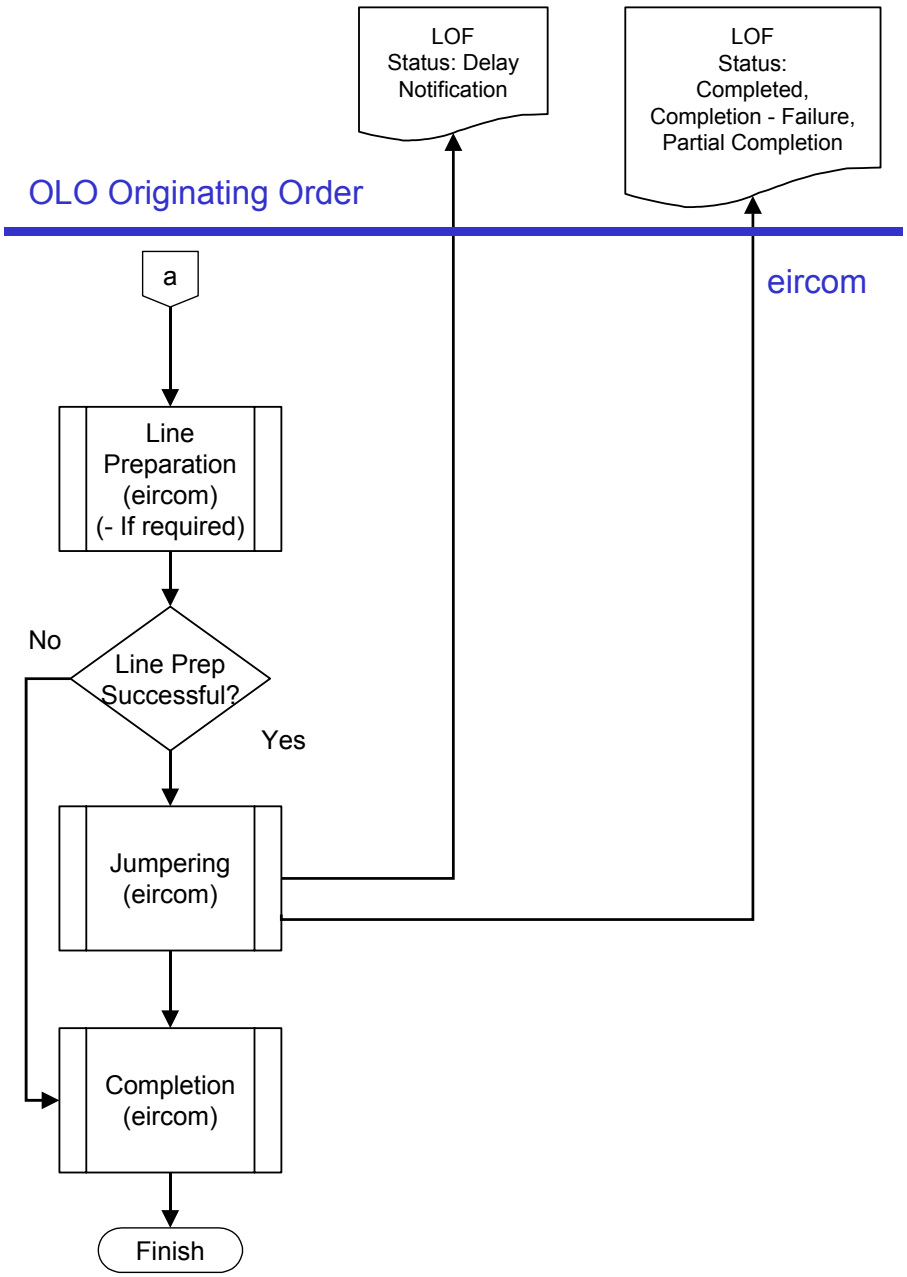


Figure 8 : Local Loop Convert Process (Part I)

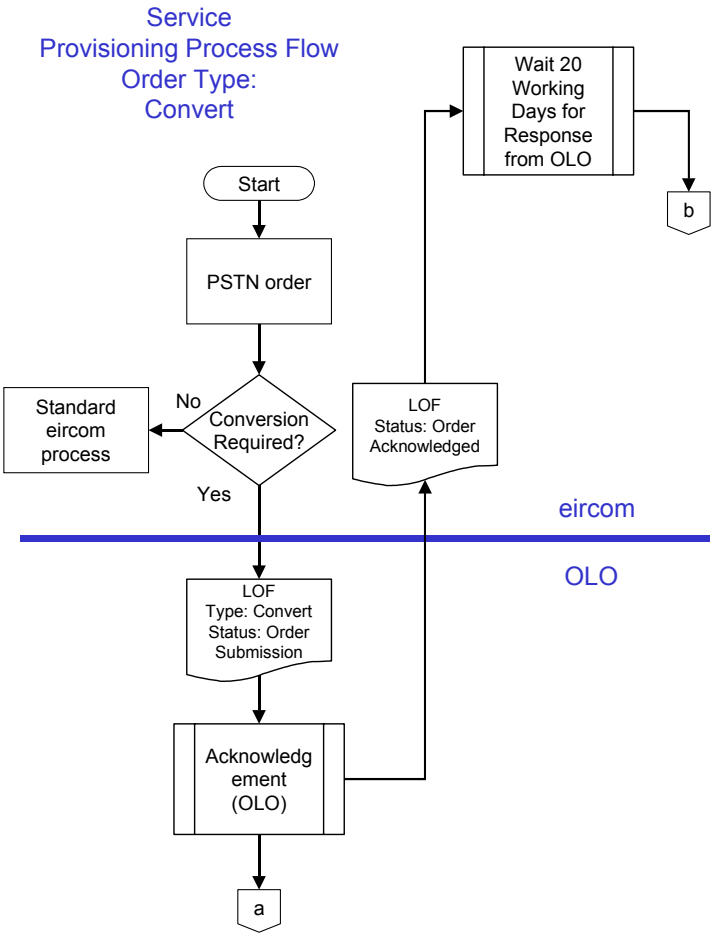


Figure 9 : Local Loop Convert Process (Part II)

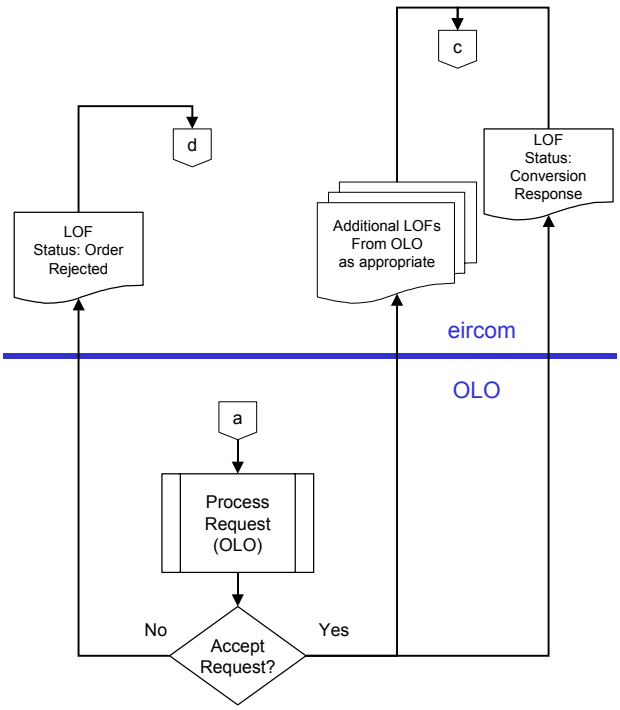


Figure 10 : Local Loop Cancel Process

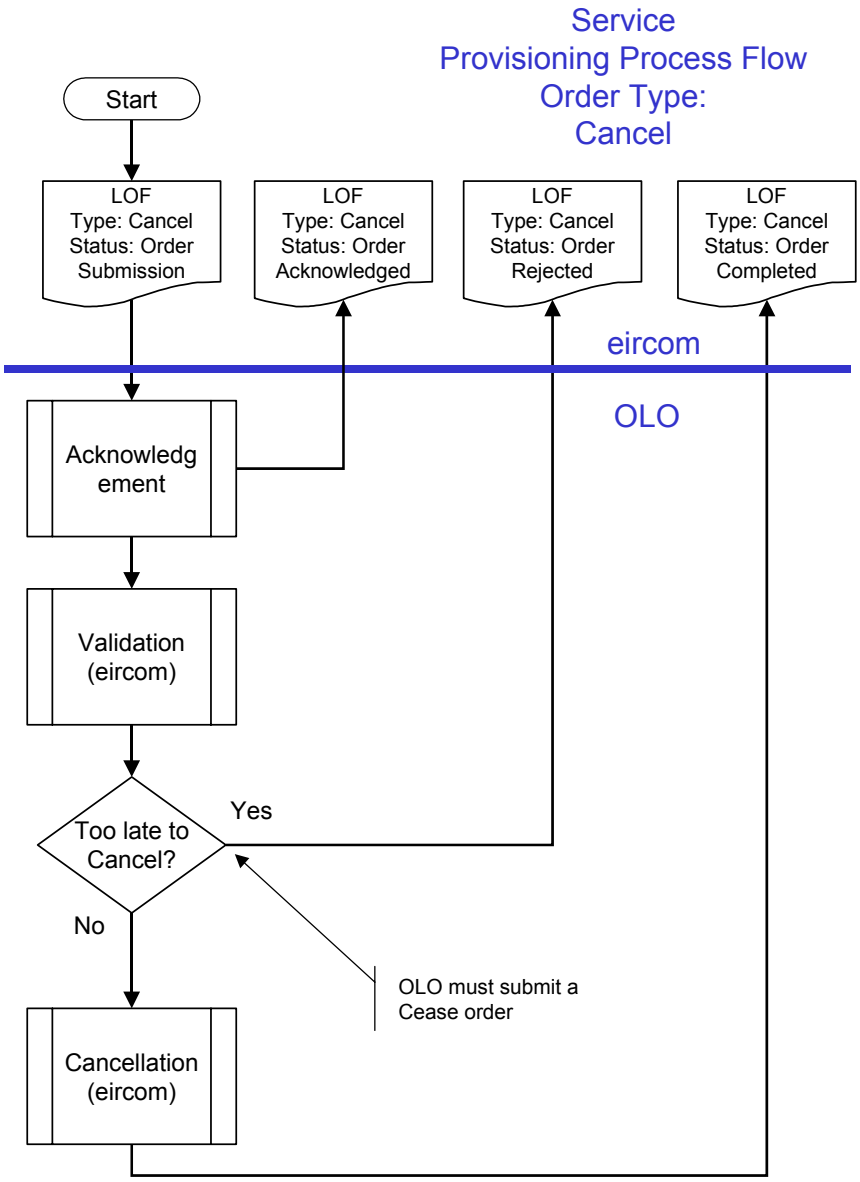


Figure 11 : Fault Repair Process (Part I)

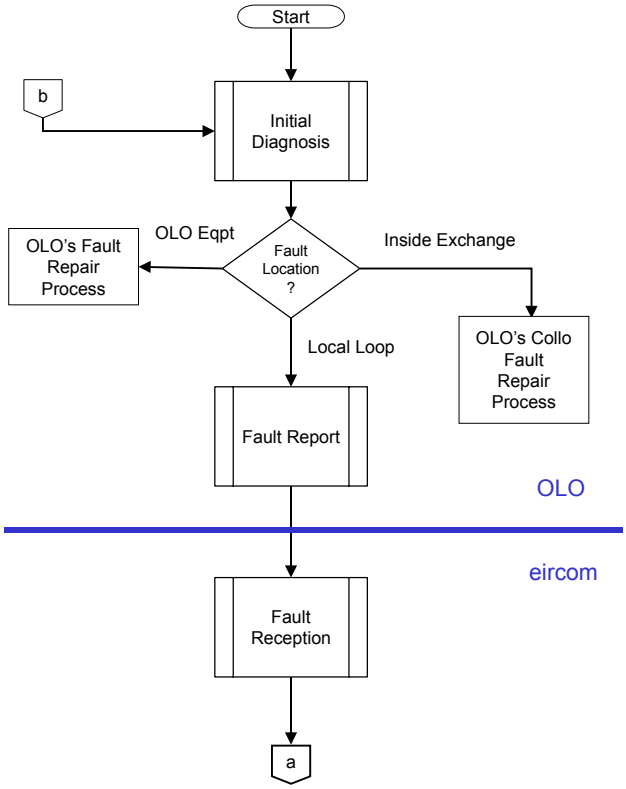
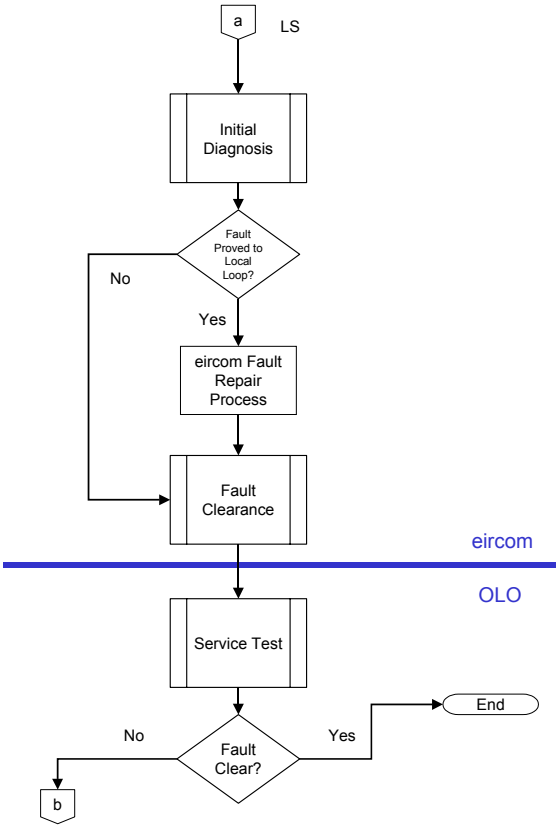


Figure 12 : Fault Repair Process (Part II)



10 Appendix D - eircom and Esat Responses to the Draft Service Level Agreements

The ODTR received comments from both Esat and eircom on the draft SLAs proposed by the ODTR on 14th May last. A summary of the principal issues raised in the responses is set out in this appendix, along with the ODTR's reaction to the arguments put by the parties and the rationale for any changes made to the original draft, or otherwise. Where changes have been made they have already been reflected in Sections 2, 3 and 4 of this document.

Doc. Location	General comments	**Party**	Esat
Comment	We believe that the SLA must explicitly include the cabin option and would urge all necessary process and penalties, all be it at a high level, to be specifically identified at this time. Failure to so do will result in no progress whatsoever on the cabin option.		
ODTR Response	The ODTR has powers to set SLAs on the products in eircom's Reference Access Offer. If new products are offered or provided by eircom then the Director will examine the SLAs in light of these changes.		
Action	Included in the review of the SLAs.		

Doc. Location	General comments	**Party**	Esat
Comment	We believe that the ODTR must make clear at the front end of the SLA that it will invoke its powers to apply global penalties on eircom if it should fail to meet the fast track programme. Unless this is done then the fast track programme will fail.		
ODTR Response	The ODTR will be closely monitoring progress made under the fast track programme. Given the early nature of LLU processes, the question of global penalties is not considered appropriate at this stage.		
Action	ODTR to monitor closely eircom performance during fast track programme.		

Doc. Location	General comments	**Party**	eircom
Comment	Eircom claimed that SLA management and reporting imposes an IT system development cost which must be recovered. eircom suggest that no SLAs be applied until the relevant IT systems are in place and assurance is provided that eircom can recover the costs of developing these IT systems.		
ODTR Response	In the current low demand environment for LLU services eircom has priced services as being provided on a manual basis. Therefore the Director does not see that any additional burden is placed on eircom in the area of IT development. As and when volumes increase and IT systems are needed, appropriately cosy justified IT development to support SLA processes		

	may be warranted.
Action	None

Doc. Location	General comments	**Party**	eircom
Comment	In the event of a penalty regime, eircom suggest that the onus should be placed on the Access Seeker to claim any penalties in the interests of cost minimisation.		
ODTR Response	The Director wishes to harmonise this process with the current practises in the RIO and Carrier Services penalty regimes.		
Action	None		

Doc. Location	General comments	**Party**	eircom
Comment	With the above modification to the operation of the penalty regime eircom still has to provide additional resources and IT systems to manage the process. The cost for these was not included in the eircom submission and before any system can be developed eircom must have assurance that costs can be recovered.		
ODTR Response	See previous response, re IT burden.		
Action	None		

Doc. Location	General comments	**Party**	eircom
Comment	eircom suggests that in the absence of forecasts, SLA compliance should be measured against x % of orders as opposed to 100%. A 100% compliance is not reasonable in such an environment.		
ODTR Response	As set out in Decision Notices D05/0/ and D08/01, the LLU regulations do not make any provision for forecasting and management of demand for the provision of collocation (or the survey activities that precede it). eircom and Access Seekers shall work closely together during the initial launch period to ensure that eircom has sufficient warning of large volumes of 'orders', such that eircom can fulfil its obligations.		
Action	None		

Doc. Location	General comments	**Party**	Esat
Comment	Eircom felt that "Auditable Start Points " should be when eircom receive the order/query as the delivery of e-mails cannot be controlled by eircom. Eircom also felt the auditable end point involving the dispatch of documents/reports should be completed by a franked date of postage.		
ODTR Response	The ODTR believes that current e-mail systems are sufficiently reliable to ensure near simultaneous dispatch/delivery. Where documents are issued by post, it is acceptable that the franked date of postage acts as the auditable end point. However, nearly all the processes agreed by the industry forum lend themselves to electronic implementation.		
Action	Above position reflected in the document.		

Doc. Location	General comments	**Party**	eircom
Comment	For a SLA to be both effective and meaningful eircom felt there should be obligations on both parties and not only on the service provider. eircom noted with the exception of convert orders there is no obligation on the AS nor indeed are there any proposed penalties.		
ODTR Response	The processes as specified in the manuals already place a significant burden on OLOs, not least because the processes require OLOs to be completely accurate in their information transfer to eircom, else forms or orders are summarily rejected. In the current environment, SLAs on OLOs are not considered appropriate.		
Action	None		

Doc. Location	2.2.2	**Party**	eircom
Comment	"Delivery of a faxed copy of the signed NDA" should read "Receipt of a faxed copy of the signed NDA." Also "Despatch (by-email) of the file containing the generic information" should read "Despatch (by-post) of the file containing the generic information."		
ODTR Response	The ODTR accepts this as such information may not be available in electronic format. However, the ODTR expects that over time such a capability will be possible.		
Action	Amended in document as appropriate		

Doc. Location	2.3	**Party**	Esat
Comment	Whilst it was agreed that the scheduled completion date was subject to negotiation during project scoping and project meetings, Esat were not confident that provision will take place in a timely and efficient manner. Esat suggest that a similar approach to that in Austria be adopted and that different timescales for the different types of collocation be used.		

ODTR Response	Whilst the Director agrees that target delivery times should be set, there is currently no experience for the delivery of collocation services in practice. Therefore, the industry would have no basis on which to agree the time savings achievable through the use of cabin solutions.
Action	Standard delivery times may be developed on the basis of practical experience.

Doc. Location	2.3	**Party**	eircom
Comment	In the absence of forecasts and through-put volumes, eircom stated that the timelines in the SLA should be target times to be met on a best endeavours basis. Eircom also stated that where external tenders are required that it is unreasonable to expect eircom to deliver within a specific number of days.		
ODTR Response	The ODTR considers that an SLA without committed timeframes is meaningless and would undermine its very purpose. The ODTR considers that the issue of forecasting should be considered by the LLU review group at its next meeting. On the matter of tenders, up 30 working days (6 weeks) has been set as the timeframe within which a collocation site offer is to be provided. The ODTR considers that this is adequate. However, the ODTR will keep the situation under review having regard to eircom's practical experience in this regard.		
Action	None		

Doc. Location	2.4	**Party**	eircom
Comment	Eircom commented that there were no processes to support the fault repair requirement and that it takes up to 4 hours to get the appropriate people on site. Eircom also stated that the fault escalation times which were taken from the RIO were not appropriate for Collocation		
ODTR Response	Having regard to eircom's comment that it can take up to 4 hours to get to an exchange, the ODTR has amended the target repair time to 6 hours. Escalation timeframes have been amended in line with this.		
Action	Amended in the document		

Doc. Location	2.5	**Party**	Esat
Comment	It is Esat's experience that the provision of information, both generic and site specific is key to moving forward on ordering collocation space and suggested that it be subject to an SLA based penalty. Esat expressed concerns that all other elements of the process were excluded from penalties.		
ODTR Response	The timeframes set out in these SLAs are more than adequate for eircom to deliver the requested information. The Director welcomes feedback, including documentary evidence, from Access Seekers regarding any shortfall in eircom's performance.		

Action	Access Seekers to keep the Director informed of eircom's performance in this matter.

Doc. Location	3.3	**Party**	eircom
Comment	Eircom stated that it had been agreed that 'validation' of orders would be completed by close of business day 4 and not day 3 as set out in the draft SLA document.		
ODTR Response	The ODTR has clarified the timescales in this regard.		
Action	Reflected in the document		

Doc. Location	3.3	**Party**	eircom
Comment	Eircom felt that SLAs with regard to fault repair should only apply to faults that have been "proved" to the eircom network.		
ODTR Response	The ODTR considers this to be reasonable and has reflected this in the document.		
Action	Reflected in Document		

Doc. Location	3.2.2	**Party**	Esat
Comment	Esat pointed out that the Convert Order processes for ULMP to Line Sharing have yet to be developed.		
ODTR Response	Convert Order (ULMP to Line Sharing) processes have yet to be developed and it would be inappropriate to include an SLA on this basis.		
Action	Draft SLA attributes have been set out for information purposes. When this process is agreed it will be included in the SLA.		

Doc. Location	3.2.3	**Party**	Esat
Comment	Esat pointed out that the auditable start and end points for the Loss notification were incorrect.		
ODTR Response	These have been corrected accordingly.		
Action	Updated in document		

Doc. Location	3.4	**Party**	eircom

Comment	Eircom stated that it was not possible to provide the fault repair facility as set out in the SLA yet no alternatives were offered by eircom.
ODTR Response	The ODTR considers that the timeframes set out are sufficiently extensive to allow them to be leveraged within existing escalation processes. The ODTR will review any proposals eircom may wish to make regarding the escalation process.
Action	None