Commission for
Communications Regulation

Response to Consultation & Consultation on Draft Decision

ComReg's Review of the Text of *eircom's* Reference Interconnect Offer

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All responses to this consultation on the draft decision should be clearly marked:-
"Reference: Submission re ComReg 04/53 as indicated above, and sent by post, facsimile, e-mail or on-line at www.comreg.ie, *(current consultations),* to arrive on or before 5.30 pm, 17 June 2004 to:

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Please note ComReg will publish all submissions with the Response to Consultation, subject to the standard confidentiality procedure.

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1 Foreword by the Chairperson

In Decision Notice D10/02[1] published in June 2002, ComReg informed the industry that it would review the text of *eircom*'s Reference Interconnect Offer (RIO). The review commenced in August 2002. ComReg's objective in undertaking this review was to establish a definitive, transparent, non-discriminatory and compliant version of *eircom*'s RIO.

In December 2003 ComReg published its consultation paper where it sought the industry's comment on its review of the text of *eircom*'s RIO. Following a request by an operator the deadline for responses was extended to 30 January 2004.

Three responses were received from the following parties:

- *Eircom*
- Esat BT
- Vodafone.

Set out in this document are extracts from the responses received to the consultation paper 03/140.

ComReg now proposes to direct *eircom* to update the Reference Interconnect Offer ('RIO') accordingly and is publishing the proposed draft decisions and its reasons for the draft decisions in this document. Details with regard to the submission of comments on this draft decision are provided on the cover page to this document and in section 12.

The Commission wants to thank all the respondents to the consultation for their help in assisting the review of the RIO text. The responses are available for inspection at the ComReg office, excluding confidential material that respondents specifically asked to be withheld.

John Doherty,
Chairperson.

[1] Please see ODTR Document 02/55 available on ComReg's website www.comreg.ie

2 Introduction

Under the Interconnection legislation[2] any operator which has Significant Market Power (SMP) is required to publish a Reference Interconnect Offer defining the processes of interconnection to its networks, and the associated prices. *eircom* is at present the only operator designated as having SMP in the fixed telephony networks and services markets. The Interconnect Regulations impose a number of obligations on *eircom* including the need for transparency, non-discrimination and cost-orientation.

A new regulatory framework, known as the electronic communications framework, entered into force on the 25th of July 2003. A number of ONP Directives and Irish Regulations transposing those Directives were revoked from that date. The new EU legal framework defines regulatory objectives for the electronic communications sector. The Communications Regulation Act 2002 has incorporated these objectives, and it is within this context that ComReg undertook this consultation[3].

The role of the National Regulator is to ensure that the RIO is compliant with the relevant legislation. The RIO is *eircom*'s document, and any conditions which are imposed on it must be objectively justified, and must be proportionate to appropriate regulatory goals.

ComReg is currently undertaking an analysis of communication markets in Ireland, in accordance with the requirements of the regulatory framework.

The markets for interconnection will be addressed in this market analysis. ComReg has commenced its analysis and will issue a consultation paper in the coming months.

2.1 Guidelines for Reading this Response to Consultation Paper

This Paper (04/53a) together with the accompanying document referred to as the "RIO Document" (04/53b) is published in Adobe PDF format. Because of the size of the documents they have been put into a zip file. We recommend that you extract the contained documents to your own C drive or network folder in order to review.

[2] Council Directive 97/33/EC on interconnection in telecommunications with regard to ensuring universal service and interoperability through application of the principles of the Open Network Provision (ONP) and The European Communities (Interconnection in Telecommunication) Regulations, 1998, SI No. 15 of 1998, transposing the above Directive. Although the Interconnection legislation has been replaced by the new legal framework on electronic communications, certain obligations in regard to interconnection have been carried over into the new regime.

[3] The legal basis under which operators are obliged to comply with interconnection obligations is Regulation 8 of the European Communities (Electronic Communications Networks and Services) (Access) Regulations, 2003 (SI 305 of 2003) hereinafter referred to as the "Access Regulations" and Regulation 13 of the European Communities (Electronic Communications Networks and Services)(Universal Service and Users' Rights) Regulations 2003(SI 308 of 2003) hereinafter referred to as the "Universal Service Regulations". ComReg undertook this consultation in accordance with Regulation 19 of the Framework Regulation.

2.2 Scope of ComReg's Review

ComReg stated in the Consultation Paper that it had reviewed the text of *eircom*'s RIO, *eircom*'s RIO Price List and *eircom*'s STRPL. ComReg highlighted that a number of areas were excluded from its review:

- RIO prices. All RIO prices are being reviewed under separate work programmes;
- Billing dispute process (clause 7, Annex B of *eircom*'s RIO) was addressed in the Billing Forum ,which concluded in November 2002 with an industry agreed process;
- Service Level Agreement for Interconnect Paths which was agreed in the O&M Forum in December 2003;
- Transit Schedule (service schedule 104, Annex C) – this will be addressed by ComReg separately.
- *Eircom* Network Price List – this is a new document which forms part of the Interconnect Agreement and is effective from 15th July 2003. The original document and all amendments to date have been approved by ComReg.
- Operator Price List- the introduction of this list was deemed compliant by ComReg in Information Notice[4] issued in February 2003.
- All text changes to the RIO made by *eircom* since D10/02 to comply with ComReg decisions as this text had already been deemed compliant by ComReg. Such text was highlighted in bold orange font in the RIO Document which formed part of the Consultation Paper[5]

2.3 Scope of Draft Decision

The review which ComReg carried out resulted in a number of proposed changes to *eircom*'s RIO. Responses to the consultation supported many of ComReg's proposals, and in some cases further clarified and refined ComReg's intentions. This Draft Decision Notice identifies the actions which ComReg now wishes to take, and explains the rationale behind the more significant changes.

The RIO Document which accompanies the Draft Decision Notice has been amended to take account of the significant changes discussed in the Draft Decision

[4] ComReg Document 03/17: "RIO Text Change, Version 2.6 to Version 2.7, Version 12 to Version 13 of the STRPL and the Introduction of the Operator Price List"

[5] Please see ComReg Document 03/140r ComReg's Review of the Text of eircom's Reference Interconnect Offer- 03/140b RIO Document on ComReg's website www.comreg.ie

paper, and to incorporate more minor changes proposed during the consultation process.

In order to meet ComReg's objective of establishing a definitive and compliant version of *eircom*'s RIO, ComReg is directing *eircom* to adjust its RIO to incorporate the revised RIO document accompanying this Draft Decision Notice. This draft decision No 1 shall be read as an overall decision incorporating the specific draft decisions in this Draft Decision Notice.

ComReg understands that *eircom* intends to issue revised Interconnect Agreements to all interconnected operators after ComReg's review of the RIO is complete with the intention of simplifying the management of change for updating operators' interconnect agreements. This would appear to ComReg to be a positive move.

Draft Decision No. 1.
***eircom* is directed to adjust its Reference Interconnect Offer to incorporate the revised RIO Document accompanying this Draft Decision Notice. This decision is to take effect thirty days from the date of the Decision Notice.**

3 *Eircom*'s RIO: Main Body

3.1 Clause 2

In the consultation paper, ComReg proposed to amend Clause 2.4 of the RIO main body text. There were two parts to the amendment.

First, it was proposed that Annex F (Non Disclosure Agreement) should be physically removed from the RIO document and while it would remain part of *eircom's* Interconnect Agreement it would become a standard standalone document, published on the *eircom* website.

Second, it was proposed that *eircom*'s RIO price list, *eircom*'s STRPL, *eircom*'s Network Price List and the Operator Price List would become part of the Interconnect Agreement.

Q. 1. Do respondents agree with ComReg's proposal? If not, please support your answer with rationale.

3.1.1 Views of Respondents

All respondents agreed that the NDA should be physically removed from the RIO document, and would become a standard standalone document, published on the *eircom* website.

One respondent understood this to mean that the NDA would become a reference document in the RIO.

Breaches of confidentiality regarding interconnect agreements would result in action under the NDA. This approach would require amendment to clause 2.4 (remove NDA from the RIO) and an additional clause added to Clause 19 which would acknowledge the NDA and confirm that its terms apply to the Interconnect Agreement.

Another respondent proposed to further streamline the RIO document by removing the SLA for Interconnect Paths in Annex D, the Network Plan in Annex E, the CLI Code of Practice in Annex G and all existing forms in the current version of the RIO from the RIO document. Each of these documents would be presented as "stand alone" documents on *eircom*'s wholesale website. Although physically removed from the RIO document, all of the listed documents would remain part of the Interconnect Agreement.

Two respondents commented on the proposed order of precedence presented in Clause 2.4. There was agreement that the order should be:

1. Main body of this Interconnect Agreement
   Annex A: Definitions
   Annex B: Billing and Payments
   Annex C: Service Schedules

2. *eircom* RIO Price List
3. *eircom* Switched Transit Routing and Price List
4. *eircom* Network Price List
5. Non Disclosure Agreement.
6. Service Level Agreement for Interconnect Paths
7. CLI Code of Practice
8. The Network Plan
9. *eircom* Call Origination and Termination Routing Scheme
10. Operator Price List (if appropriate)

One respondent included the NDA in the order of precedence following the price lists, but the other respondent suggested that, as the NDA covers all elements of the interconnect agreement it should not be in the order of precedence. One respondent concluded the order of precedence with *eircom* call origination and termination routing scheme, and Operator Price List (if appropriate).

3.1.2 Commission's Position

ComReg's intention in proposing change to Clause 2.4 was to address transparency issues and administrative difficulties in incorporating developments to the RIO. The proposal aimed to create a streamlined core main body of text, which would be supported by stand alone documents containing price information and the NDA.

ComReg welcomes support for the proposal to streamline the RIO, and recognises the merit of the proposal put forward by one respondent to extend this process.

ComReg therefore intends that the Non Disclosure Agreement, the Network Plan in Annex E, the SLA for Interconnect Paths in Annex D, the CLI Code of Practice in Annex G, the SLAs for Non Geographic Number Portability and Carrier Pre Selection and forms (Billing forms and Order forms for Interconnect paths and PPCs) should all be removed from the core RIO document.

These documents remain part of the Interconnect Agreement but physically separate from the Core RIO document, and will be available as standalone documents on *eircom*'s wholesale website. The text process mandated in D10/02 applies to all elements of the Interconnect Agreement. *Eircom* is reminded to ensure that all the RIO related documents are available on its wholesale website in a transparent manner so as to allow new entrants seeking interconnect and existing interconnect customers easy access to these RIO documents.

ComReg intends to ensure that any prospective operator seeking information on *eircom*'s RIO can easily find the core document and the supporting stand alone documents, and that it will be clear which documents form part of the Interconnect Agreement and are contractually binding, and which documents support the Interconnect Agreement but are not contractually binding. ComReg has listed all of the contractually binding documents in its revised Clause 2. The non contractual RIO documents which ComReg has identified are as follows:

1. Operation and Maintenance Manuals
2. Inter Operator Process Manuals
3. SB- WLR Order Handling Data contracts
4. SB- WLR Billing Information Exchange Specification
5. SB- WLR Inter Operator End to End Automated Test Specification
6. PPC Inter Operator Migration
7. PAC Accounting Principles

In producing this Decision Notice ComReg has physically removed the following documents from the Core RIO document: the Non Disclosure Agreement, the Network Plan in Annex E, the SLA for Interconnect Paths in Annex D, the CLI Code of Practice in Annex G, the SLAs for Non Geographic Number Portability and Carrier Pre Selection and forms (Billing forms and Order forms for Interconnect paths and PPCs). As a result the Core RIO now consists of the main body, annex A, annex B and annex C.

In the accompanying RIO Document to this paper these new stand alone documents are presented subsequent to the Core RIO document. RIO documents that are already stand alone documents on *eircom*'s website are not attached to the accompanying RIO Document as these have already been deemed compliant. However as discussed in later sections, a revised STRPL and the introductory text to the RIO Price List are also included in the accompanying RIO Document to this paper to show the changes to these documents proposed by ComReg in this Draft Decision Notice.

As discussed in Section 6.4, all respondents were of the opinion that the Call Origination and Routing Scheme should form part of the Interconnect Agreement and ComReg has accordingly included this document in its revised Clause 2.4.

ComReg agrees with respondents who noted that the NDA covers all elements of the RIO, and therefore does not belong in the order of precedence for RIO documents. Further, it is ComReg's view that the proposed restructuring of the RIO, and the application of this decision such that there will be a compliant RIO with an established process for updating, means that the order of precedence is no longer relevant. ComReg therefore proposes to remove the order of precedence from clause 2.

All respondents raised issues on the content of the NDA. This is covered in section 8.

Draft Decision No. 2.
eircom is directed to amend Clause 2 of the Core RIO document in accordance with the changes to Clause 2 set out in the RIO document attached. This decision is to take effect thirty days from the date of the Decision Notice.

Draft Decision No. 3.
eircom is directed to physically remove the following documents from the Core RIO document and to publish these documents as stand alone documents on

the eircom wholesale website: the RIO Non Disclosure Agreement, the Network Plan, the SLA for Interconnect Paths, the CLI Code of Practice, the SLAs for Non Geographic Number Portability and Carrier Pre Selection and forms (Billing forms and Order forms for Interconnect paths and PPCs). These documents remain part of eircom's Interconnect Agreement through their reference in Clause 2 of eircom's RIO. This decision is to take effect thirty days from the date of the Decision Notice.

Draft Decision No. 4.
Eircom is directed to ensure that all RIO related documents are available on its wholesale website in a transparent manner so as to allow new entrants seeking interconnect and existing interconnect customers easy access to these RIO documents. This decision is to take effect thirty days from the date of the Decision Notice.

3.2 Clause 5

ComReg sought views on a pre- consultation submission from one operator which suggested the insertion of additional clauses to Clause 5 of *eircom*'s RIO relating to the treatment of calls across the interconnect for which no agreement or schedule had been drawn up.

Q. 2. Do respondents agree with this proposal? If you disagree please state in detail your reasons why.

3.2.1 Views of Respondents

Two of the three respondents to the consultation did not agree with the addition of the proposed clauses to Clause 5 of *eircom*'s RIO relating to the treatment of calls across the interconnect for which no agreement or schedule had been drawn up, i.e. 'Non-agreed calls'. Several points were made in argument against inclusion of the proposed additional clauses including;

- the ambiguous wording of the clauses
- undermining the existing transit notifications process
- transparency and notice should accompany the introduction of new services and/or charges
- subject to potential abuse and arbitrage
- at odds with the proposed Clauses 29.2 and 29.3

3.2.2 Commission's Position

ComReg agrees with the points made in argument against the addition of the proposed clauses by two respondents and therefore ComReg has decided not to direct the inclusion of the additional clauses to clause 5 of *eircom*'s RIO.

3.3 Clause 9

ComReg proposed to amend Clause 9 of the RIO so that Clause 9.2 would read as follows:
"Charges shall be payable by one Party to the other provided such charges are specifically referred to in this Interconnect Agreement".

Q. 3. Do Respondents agree with ComReg's proposed sub-clause 9.2 in the Main Body of *eircom*'s RIO? Please give your reasons for supporting or opposing this proposal.

3.3.1 Views of Respondents

All of the respondents broadly supported ComReg's proposal for Clause 9.2.One respondent re-iterated that the main principle is that all RIO pricing should be removed from the main body of the Interconnect Agreement, but should be explicitly referred to within the main body. This would ensure pricing can be updated without amending contracts.

It was noted by respondents that Clause 9.2 should support Clause 5, and that together these clauses clarify the treatment of non-agreed calls.

3.3.2 Commission's Position

ComReg considers that the revised Clause 9.2 constitutes a clear statement of charges payable by either party to the Interconnect Agreement. The revised Clause 9.2 is linked with Clause 5, and also with the proposed changes to Clause 2.4, which defines the set of RIO documents that form part of the Interconnect Agreement.

Draft Decision No. 5.
eircom is directed to amend Clause 9.2 of the Core RIO document in accordance with the changes to Clause 9.2 set out in the RIO document attached. This decision is to take effect thirty days from the date of the Decision Notice.

3.4 Clause 11

ComReg sought views on a pre- consultation submission from one operator which suggested alternative wording to replace the existing Clause 11 -Network Alteration and Data Management Amendment.

Q. 4. ComReg seeks respondents' views of the alternative Clause 11. Please give a detailed response.

3.4.1 Views of Respondents

Two of the three respondents to the consultation agreed with the inclusion of the proposed clause which replaces the existing Clause 11 of *eircom*'s RIO relating to Network Alteration and Data Management Amendment. The third respondent requested an overhaul of the clause.

3.4.2 Commission's Position

In the interests of clarity and to bring in alignment with the O&M Forum's review, ComReg agrees to replace the existing clause with the clause proposed in the consultation paper subject to some minor amendments. These amendments are as follows:

- The duration of 6 or 4 weeks in proposed clauses 11.2, 11.3 and 11.4, will each be changed to 3 weeks as agreed by the Operation & Maintenance Forum in a recent review of the Interconnect Operations and Maintenance manual;
- 'Director' will be changed to 'National Regulator'.

Draft Decision No. 6.
eircom is directed to amend Clause 11 of the Core RIO document in accordance with the changes to Clause 11 set out in the RIO Document attached. This decision is to take effect thirty days from the date of the Decision Notice.

3.5 Clause 18

ComReg suggested significant amendments to Clause 18- the Breach, Suspension and Termination clause. ComReg was of the opinion that the Clause should be revised to promote prompt payment of interconnect invoices between operators and to provide a more accelerated breach and termination process for non-payment compared with other forms of material breach. Further, ComReg proposed that Clause 18 should incorporate changes to credit vetting and credit management proposed in Clause 32.

ComReg proposed that the procedures for dealing with non-payment should be:

- Default in payment triggers breach notice – 10 days to pay;
- Failure to pay within 10 days triggers credit vetting to establish potential financial risk;
- If justified by vetting, a form of financial security may be requested – 30 days to put in place;

- Refusal/inability to arrange security triggers termination within 30 days;
- Any 4 payment breaches within 24 months triggers termination.

Q. 5. Do respondents agree with ComReg's proposal? Please give your reasons for supporting or opposing this proposal

3.5.1 Views of Respondents

Two respondents agreed in principle with ComReg's proposal, while noting reservations with some aspects.

One respondent disagreed with ComReg's proposed sub clause 18.17 which links clause 18 with ComReg's credit vetting proposals contained in the proposed clause 32. It reasoned that it should keep the elements of the billing chase path and customer credit vetting issues as separate elements of the contract despite its acknowledgement that these elements were closely linked. This respondent proposed that failure to pay within the 10 days provided for in sub clause 18.15 (i.e. breach not remedied) should allow the non-breaching party to proceed immediately to the issue of a 30 day termination notice. This termination notice would be withdrawn if the payments were made before the period expired.

Both respondents who agreed in principle with ComReg's proposal suggested that clarification was required for Clause 18.20. This clause provides for automatic termination in the event that the breaching party is in payment breach on four occasions within a twenty-four month period. Text is needed to ensure that the breaching party has actually been served with three Breach Notices within a 24 month period before the fourth Breach Notice triggers termination. Additionally, it was proposed that the period for termination notice in sub clause 18.20 should be extended from the proposed fourteen days to thirty calendar days to give the operator concerned time to advise its customers and to allow these customers to make alternative arrangements for service.

The third respondent did not agree with the proposed amendment. In particular it objected to the 10 day timeframe which it believed was too onerous and did not take account of non payment associated with Disputes under the Billing Disputes procedure in Annex B of the RIO. This respondent requested that the 10 day time frame should be extended substantially and that further text was necessary to clarify that if non payment was due to a billing dispute this would not amount to a Material Breach.

3.5.2 Commission's Position

ComReg believes that its proposed wording of Clause 18 makes clear that non payment in relation to a billing dispute does not amount to a material breach to justify termination under sub clauses 18.15- 18.20. ComReg would like to point out the wording of sub clause 18.2 which specifically mentions "undisputed sum".

ComReg has considered the comments made by one of the respondent to separate clause 18 from the proposed credit vetting procedures in clause 32. ComReg is still of the opinion that the linking of these two clauses is sensible and beneficial. Having a provision in Clause 18 requiring the non-breaching party to request a financial security as an interim step before moving to contract termination has the advantage of offering the breaching party a way forward while safeguarding the non-breaching party's financial position.

ComReg accepts the amendments suggested by two respondents to its proposed sub clause 18.20 and is inserting wording to the sub clause to state that breach notices must have been issued on the three previous occasions. ComReg accepts also that the period for termination notice following a fourth Payment Breach within a twenty four month period shall be thirty calendar days.

ComReg considers the timeframe proposed in its amendment to Clause 18 will help promote prompt payment between operators, and that the steps incorporated in the clause protect both parties. As noted, the period for termination following a fourth payment breach within twenty four months shall be extended from 14 days to 30 days. All other times will remain.

In order to prepare operators and to ensure that the new termination clause is not applied to a current interconnect invoice (whose due date is pending) ComReg is directing that the new termination clause will become effective in respect of invoices which are initially raised thirty days after the date of the Decision Notice.

Draft Decision No. 7.
***eircom* is directed to amend Clause 18 of the Core RIO document in accordance with the changes to Clause 18 set out in the RIO Document attached. The effective date of this decision is thirty calendar days from the date of the Decision Notice.**

3.6 Amendments Clause- Clause 29

ComReg proposed an extensive overhaul to Clause 29 as a result of regulatory developments in how changes to prices and text are incorporated into the RIO. The amendments proposed by ComReg to Clause 29 provided that changes to *eircom*'s prices and existing text (either by specific ComReg directions or via the text change process) directed by ComReg would be automatically incorporated in *eircom*'s RIO and all its interconnect agreements from an effective date set by ComReg. In order to be included in the Interconnect Agreement, new RIO services and changes to some OAO prices would continue to require agreement and signature by *eircom* and the OAO. Finally, ComReg's proposed amendment incorporated recent text changes made by *eircom* to sub-clauses 29.3 and 29.4 relating to NTCs.

Q. 6. Do respondents agree with ComReg's proposed wording for Clause 29? If you disagree, please give reasons.

3.6.1 Views of Respondents

Two respondents welcomed ComReg's proposal that all price approvals and approved text changes should automatically apply to all interconnect agreements.

One respondent suggested a number of text amendments:

- to insert wording at the beginning of this sub clause 29.2 as follows: "All other changes to this Interconnect Agreement including the inclusion of new RIO services…." This respondent was of the view that changes to existing services should also be covered by this clause.

- In respect of sub clause 29.3 it proposed deleting "in the context of Number Translation Codes" from the beginning of the first sentence of the clause. Its rationale was that many of the rates in the STRPL did not relate to NTCs and that prices for these rates were set and changed on the proposal of the relevant OAO e.g. mobile termination rates. It would not be appropriate to have these rates and their changes subject to proposed sub clause 29.2.

- Deletion of sub clause 29.4 as the prices in the Operator Price List were not part of the *eircom* RIO and were not in general subject to regulatory approval. Also, if operator prices were to be included in the STRPL these prices would be subject to sub clause 29.3

A second respondent agreed in principle with ComReg's proposed Clause 29 but stated the automatic updating of individual interconnect agreements should at a minimum be subject to the OAO accepting the changes. By this it suggested that a clause should be added which would allow an OAO to reject any proposed change within a defined timeframe to prevent it becoming operational in respect of its specific agreement or to positively accept a change (to make it operational). This respondent believed that for those OAOs who have devoted time and effort to negotiating their particular interconnect agreements and who may have obtained terms required for their purposes, it would be unfair and possibly unlawful for a general change to be imposed on specific agreements.

The third respondent accepted the proposals in clauses 29.2, 29.3 and 29.4 regarding New Services and NTCs but stated that the text change process in D10/02 was not fit for purpose and suggested that is should be amended to include a Standing Industry RIO change committee which would meet to negotiate text changes with *eircom*. This respondent submitted a detailed proposal of an alternative process to D10/02. Finally this respondent suggested that OAOs should also be allowed to initiate text changes.

This respondent emphasised that unless this more meaningful process was adopted, it could not agree to ComReg's proposal that text changes via the D10/02 process would automatically form part of the Interconnect Agreement

With regard to changes to the RIO that have resulted from a specific direction by ComReg this respondent agreed that such directions had immediate effect in relation to the RIO and by default individual Interconnect Agreements. However, its preference would be to ensure that text amendments of all types are amended to Interconnect Contracts, for audit purposes.

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3.6.2 Commission's Position

There are a number of individual suggestions made by respondents that ComReg would like to answer in turn.

3.6.2.1 Comments on proposed Amendments Clause

- to insert wording at the beginning of this sub clause 29.2 as follows: "All other changes to this Interconnect Agreement including the inclusion of new RIO services…"

ComReg does not understand the logic of this suggestion as it believes that all text changes to existing RIO services must be made under the D10/02 text process or by specific direction by ComReg.

- In respect of sub clause 29.3 the respondent proposed deleting "in the context of Number Translation Codes" from the beginning of the first sentence of the clause.

ComReg does not agree with this suggestion. When *eircom* proposed the addition of sub clauses 29.3 and 29.4 to cover NTC price changes in November 2002 the industry were notified under the D10/02 text process and ComReg agreed to this in the context of NTCs only. As the transit process has yet to be agreed by the industry a method to ensure that provision for third party services and changes to third party prices automatically become part of *eircom*'s interconnect agreements with OAOs cannot be accommodated in this consultation process. As stated in the consultation paper, transit is excluded from this review. This will be addressed by ComReg separately and once a transit process has been agreed by the industry the necessary changes to the Amendments Clause will be made. In the meantime the unfortunate situation is that all changes, except non NTC third party price changes and service introductions, are accommodated in the revised Amendment clause in the RIO. An incomplete Amendment clause in the RIO is a regrettable but inevitable result of the industry's failure to agree a transit process to date.

- Deletion of sub clause 29.4 as the prices in the Operator Price List were not part of the *eircom* RIO

ComReg accepts that the prices in the Operator Price List do not form part of *eircom*'s RIO as this List contains the OAO's prices for its services under the agreement with *eircom*. However, ComReg issued Information Notice 03/17 which provided for the Operator Price List consisting of the Process for the Implementation of Operator De-Averaged NTC Price Changes. This process does form part of *eircom*'s interconnect agreements with OAOs; ComReg notes that the Operator Price list is no longer published on *eircom*'s wholesale website and requires *eircom* to republish this document to comply with Information Notice 03/17. Finally ComReg is aware of operators' concerns with the process for operator de-averaged NTC price

changes, but is of the opinion that until a new process is discussed and agreed the existing process and clause 29.4 must remain.

3.6.2.2 Comments on D10/02 Text Change Process

ComReg notes the detailed proposal submitted by one respondent for an alternative text change process. ComReg considers that such consideration is outside of the remit of this consultation. However, ComReg is willing on a trial basis to include in the current text process a step whereby upon receipt of comments from OAOs on *eircom* text changes, where warranted ComReg would convene a meeting of *eircom* and the OAOs who made submissions to ComReg to discuss the text change before ComReg issues its decision. It should be noted that only OAOs who have submitted comments on the text change will be invited to the meeting as the meeting should not be used as a substitute to the process of submissions but rather enhance it. Should the inclusion of a meeting in the D10/02 text process prove effective this could become a permanent feature of the text process. ComReg is confident that this addition will address the respondent's concerns.

ComReg has considered the proposal to allow OAOs to initiate text changes under the text process but is currently not convinced by this suggestion.

ComReg does not agree with the suggestion that all text changes must be completed via actual amendment to the interconnect agreement for audit purposes. This defeats ComReg's objective of ensuring that the interconnect agreements are in constant alignment with the current RIO. ComReg's aim is supported by the industry practice regarding the *eircom* price lists whereby the relevant changes in these lists are automatically incorporated in the individual interconnect agreements without the need for signature or a written amendment to the agreements.

3.6.2.3 Other comments

ComReg would like to address the suggestion of an additional clause which would allow an OAO to reject or accept a proposed change to the interconnect agreement rather than having the agreement changing unilaterally. *Eircom*'s RIO and its agreements with OAOs can change in a variety of ways:

- New RIO service- this follows the procedure in clause 7 of the RIO and requires written agreement for its inclusion in each of *eircom*'s agreements;

- OAO prices- should an OAO wish to change the prices it charges *eircom* under its interconnect agreement, the OAO is free to do so and such changes require signature by both parties to become part of the agreement;

- *Eircom* prices- these are regulated by ComReg to ensure cost orientation. Once ComReg issues directions to change *eircom* RIO prices these prices are automatically incorporated in *eircom*'s agreements without the need for signature;

- Specific ComReg directions- currently when ComReg issues a specific direction to *eircom* regarding RIO text only the RIO changes. For this directed change to be incorporated in *eircom*'s agreements this currently

requires a written amendment to the agreement. ComReg's proposed Clause 29 intends to extend the ambit of ComReg directions to provide for interconnect agreements to automatically incorporate the changes as well as the RIO.

- *Eircom* initiated text changes – currently changes proposed by *eircom* via the text change process and directed by ComReg are included in the RIO pending this RIO review. ComReg's proposed Clause 29 extends this to provide for these changes to be incorporated in *eircom*'s interconnect agreements on the effective date set by ComReg.

In considering the suggestion, ComReg would like to state that RIO price changes are determined on the basis of *eircom* meeting its obligation of cost orientation. For specific ComReg directions and *eircom* initiated text changes, OAOs have the opportunity to express their opinion, and attempt to influence ComReg's decision, via ComReg's consultation process, industry fora etc. Therefore ComReg considers that the requirement of transparency is met. Regarding the text process, OAOs are notified and the changes are available on *eircom*' wholesale website and they are afforded with the opportunity to comment, amend, object and influence the ultimate decision. Finally, new RIO services have been developed of late at industry fora or via negotiations between *eircom* and the requesting OAO. In each case, the relevant OAO has the opportunity to negotiate the scope, terms and conditions of the new service. In considering the above, ComReg is not convinced that there is a need for an additional clause to provide the OAO with a further opportunity to negotiate the relevant change to its agreement.

In line with ComReg's agreement to reposition the Credit Management clause the Amendments clause is being renumbered accordingly.

Draft Decision No. 8.
***eircom* is directed to amend the Amendments clause of the Core RIO Document in accordance with the changes to the Amendments Clause set out in the RIO Document attached. This decision is to take effect thirty days from the date of the Decision Notice.**

3.7 Credit Assessment and Credit Management Clause-Clause 32

ComReg proposed a number of amendments to the Credit Assessment and Credit Management clause in *eircom*'s RIO as ComReg had a number of concerns with the existing clause, namely:

- The clause as it stood was not transparent, in that the OAO did not know the basis on which the clause may be invoked, or the method of carrying out a credit assessment;

- While ComReg agreed that it was reasonable for *eircom* to seek to protect itself from bad debt, Credit assessment and management should not be

used to cover general financial risk, but should be specific and proportionate to risks associated with a particular operator at a particular time. This meant that a request for a credit guarantee should not be automatic. It should only be applied where credit vetting indicated a specific financial risk, and the guarantee sought should be commensurate with the risk identified;

- The application of credit management should be subject to review on an agreed timescale. This meant that *eircom* should periodically reassess the level of risk, and that measures should not be applied indefinitely;

- The credit instrument to be used should be subject to negotiation between *eircom* and the OAO. The form and level of the proposed guarantee must be linked with the level of financial risk;

- Clause 32 had been applied to some, but not all, OAOs, and had been applied in different forms to different OAOs.

ComReg noted that the issues of credit vetting and credit management dealt with in Clause 32 were related to procedures on non-payment of bills, dealt with in Clause 18, and proposed that the text of the RIO reflected the links between the two.

Finally, ComReg proposed that the clause should be reciprocal to allow an OAO the right to apply credit vetting and credit management to *eircom* where it had reasonable concern about the ability of *eircom* to cover debts.

Q. 7. Do respondents agree with ComReg's proposal? Please give your reasons for supporting or opposing this proposal.

3.7.1 Views of Respondents

The three respondents generally agreed with and welcomed ComReg's proposals. One advised that *eircom* should be required to inform ComReg when it requested security from a newly interconnecting Party to ensure that there was no abuse of dominance. A second believed that provision should be made whereby ComReg could set the form of security in the event the parties failed to agree on one. It highlighted a typo in sub clause 32.2 suggesting that the word proportional should read as proportionate. Another respondent suggested a number of changes:

- In sub clauses 32.2 and 32.4 in the sentences beginning with "The financial security…"replacing the words bank deposit or guarantee with bank deposit *and bank* guarantee. It stated that no other guarantees other than a bank guarantee was acceptable to it. It also suggested that the financial security should be subject to quarterly review rather than regular review as this would be in alignment with the review interval in sub clause 32.4.

- To re-word sub clause 32.3 as follows: "*eircom* may carry out credit vetting of an existing Operator where *eircom* has reasonable concerns (e.g. evidence of poor payment records) about the ability of the Operator to cover debts." This respondent opined that a reasonable concern about

the ability of the Operator to cover debts should not be limited to where the other party has evidence of a poor payment record.

- In sub clauses 32.2 and 32.4 to include after "net liability" the following: "excluding monies owed by Third Party Operators through cascade accounting arrangements for transit calls". In addition, to include in the first sentence of sub clause 32.6 after the words "…. to cover debts" the words "excluding transit traffic related debts" It reasoned that as transit related debts were dependent on the collection of monies from third party operators it would be unreasonable to include such debts.

- In sub clause 32.5 requested the removal of the text in brackets referring to clause 18. In line with this respondent's comments on the proposed clause 18, this respondent considered the text in brackets superfluous as credit vetting should be removed from clause 18.

- To reposition the Credit Assessment and Credit Risk Management clause from Clause 32 to Clause 19 so that it would be positioned closely to Clause 18 as the contents of both clauses are related.

3.7.2 Commission's Position

ComReg accepts the typo change.

Regarding the suggestion concerning the financial security in sub clauses 32.2 and 32.4 ComReg does not agree to limit the guarantee type to bank guarantees. ComReg is concerned that an overly rigid insistence on a particular form of financial security could act as a barrier to entry, and notes work carried out by OPTA, the Dutch Regulator in this area. ComReg also notes current practice. *eircom*'s current credit assessment and credit risk management clause indicates that *eircom* is willing to accept a guarantee "by deposit, guarantee or otherwise" or "require the Operator to enter into bank or other guarantees or to provide some other form of financial security (for example, a deposit)". This indicates an openness in principle to consider different forms of payment other than bank guarantees. Finally ComReg notes that different forms of security payments are acceptable in other EU member states including letters of comfort, advance payments, shortened term of payments, guarantees from the parent company or immediate payments. ComReg therefore remains of the opinion that *eircom* should not unreasonably preclude alternative options proposed by OAOs.

ComReg agrees that where a financial security has been imposed under sub clause 32.2 it should be subject to quarterly review by the parties.

ComReg accepts the re-wording of sub clause 32.3 as it was not ComReg's intention for sub clause 32.3 to be invoked only where one party had evidence of a poor payment record by the other party.
ComReg has considered the suggestion to insert an exemption concerning net liability in sub clauses 32.2, 32.4 and 32.6 to exclude monies owed by Third Party Operators through cascade accounting arrangements for transit calls. The underlying

purpose of a credit assessment and management clause is to allow *eircom* to ensure that the parties it enters into contract with are and will remain financially sound, and, given its SMP obligation to interconnect, *eircom* may reasonably seek to minimise the risk of contracting with an entity which is likely to be a bad debtor.

ComReg understands the concern with including net liability as one of the factors to be taken into account when assessing the financial status on which creditworthiness is based. It is not ComReg's intention to detail all possible approaches to this assessment. Therefore, on the specific example of net liability, ComReg proposes to remove "net", so that the general principle of liability may be included, to be assessed as appropriate. On the broader issue of assessment, ComReg will direct a set of principles which should be followed.

Regarding the suggestion to remove the reference to Clause 18 from Clause 32, ComReg as in Section 3.5 is of the opinion that the linking of these two clauses is sensible and beneficial. Having a provision in Clause 18 requiring the non-breaching party to request a financial security as an interim step before moving to contract termination has the advantage of offering the breaching party a way forward while safeguarding the non-breaching party's financial position.

ComReg accepts the suggestion to reposition the Credit Assessment and Credit Risk Management clause from Clause 32 to Clause 19 as it agrees the content of the clauses (18 and 32) are linked and the repositioning will make the RIO document read better. The remaining clauses in the RIO Main Body will be renumbered accordingly.
ComReg is directing a set of principles which will apply to the new Credit Assessment and Credit Risk Management clause in the RIO. Furthermore, ComReg requires *eircom* to publish its credit vetting policy statement and credit assessment and risk management process on its wholesale website within 30 calendar days of this Decision Notice. Any amendments to this methodology in the future should be provided to OAOs.

Draft Decision No. 9.
ComReg directs that the principles underlying the Credit Assessment and Credit Risk Management clause in eircom's RIO are:
The means of assessing creditworthiness must be fair, transparent, proportional and non discriminatory;
***Eircom*'s credit vetting policy should differentiate for new and existing operators;**
***Eircom*'s credit vetting policy should include a provision which would allow an OAO to understand how the credit assessment has been carried out and how any credit security has been set. Where *eircom* has relied on internal information for the purposes of setting an OAO's credit security, *eircom* will make this information available to the OAO. Where *eircom* has relied on external information, *eircom* will identify external sources to the OAO;**
A credit guarantee/ financial security should only be applied where credit vetting has indicated a specific financial risk and the guarantee sought should be commensurate with the risk identified;

The credit instrument to be used should be subject to negotiation between *eircom* and the OAO;
The application of credit management should be subject to review on an agreed timescale.
This decision is to take effect thirty days from the date of the Decision Notice.

Draft Decision No. 10.
***eircom* is directed to amend the Credit Assessment and Credit Risk Management clause of the Core RIO Document in accordance with the changes to the Credit Assessment and Credit Risk Management Clause set out in the RIO Document attached. This decision is to take effect thirty days from the date of the Decision Notice.**

Draft Decision No. 11.
***eircom* is directed to publish its credit vetting policy statement and credit assessment and risk management process on its wholesale website within 30 calendar days of this Decision Notice. Any amendments to this methodology or policy in the future should be provided to OAOs.**

3.8 Other Comments on RIO Main Body

3.8.1 Views of Respondents

One respondent submitted a variety of comments on the Main Body section of *eircom*'s RIO:

- To have a revised layout of the Version Status Report Table to include a heading Effective Date
- To remove Annex D through to G from the Index
- Rejection of ComReg's proposal in the Preface to delete the paragraph which states that interconnection is a reciprocal service. This respondent believed it was reasonable to set out its expectations in relation to Operator services in the preface to a contract that would include such services.
- In Clause 4.1, to replace the following fragment "…Interconnect is available at all *eircom* primary, tandem and tertiary nodes…"with "…tandem and national tertiary nodes". Its rationale; the Adelaide and Dame Court tertiary nodes have been fully reserved for international traffic and interconnect is no longer available at these two switches.

- Amend the following sentence in clause 4.4 "A price schedule…Network Price List." in the middle of clause 4.4 to "A price schedule for Interconnect Paths is as set out in the *eircom* Network Price List. It believes this text change is in alignment with the price structure as applied in the Network Price List

- Amend Clause 21.4 (Review) to include the Network Price List and the STRPL to reflect the current situation of price information in respective price lists.

Another respondent noted that the Limits of Liability should be reassessed. This respondent felt that although the current limits were at an appropriate level where there was limited physical interaction between the two interconnected networks, for those services where *eircom* has a physical presence in the OAO premises (e.g. Customer Sited Services such as interconnect paths) the potential for direct loss to the OAO arising from *eircom* activity was substantially higher than the limits suggested in the current RIO and should attract a separate limit of liability. In calculating such a liability the quantum should reflect the level of protection sought by *eircom* in the ARO when OAOs place physical infrastructure in *eircom* premises. This respondent also made a number of additional suggestions:

- Clauses 10.5 and 10.6 need amended text to reflect the new forecasting regime agreed in the Interconnect O&M forum

- Clauses 14.1 and 17 should state reasonable endeavours rather than best endeavours.

- Rename the Operations and Maintenance Manual to Interconnect Operations and Maintenance Manual

3.8.2 Commission's Position

ComReg agrees to the revised Version Status Report Table and Index.

ComReg's accepts the re-wording of the paragraph in the Preface proposed by the respondent as the revised wording states *eircom*'s aspirations rather than its expectations. In line with the aspirational tone of this paragraph ComReg has also re-worded the first and last sentence.

ComReg agrees to the revised wording of Clause 4.1 and 4.4.

ComReg accepts the revised wording of Clause 21.4 (now Clause 22.4) as proposed by one respondent as this is more accurate and comprehensive.
ComReg understands the concern about differential limits of liability in the ARO. If ComReg receives further representations from industry, it will examine this issue. However, the limitation of liability in the RIO is the same for both *eircom* and the OAO. ComReg's view is that there is no need to consider differential liability in the review of the RIO.

ComReg agrees to the suggestion to replace best endeavours in clauses 14 and 17 with reasonable endeavours.

ComReg's Review of the Text of *eircom's* Reference Interconnect Offer

ComReg accepts the renaming of Operations & Maintenance manual and the new text in clause 10.6 regarding the penalty regime for interconnect links as these were agreed at the O&M Forum.

ComReg agrees that it is a useful addition to insert the text "including the National Numbering Conventions" after "the Irish national numbering scheme" in clause 13.1, as proposed by one respondent.

4 *Eircom*'s RIO: Annex A

4.1 New Definitions

ComReg believed that a number of additional definitions needed to be included in this Annex in order to increase the level of information to the users of the RIO and to increase transparency of the meanings of some of the terms.

Q. 8.	**Do respondents agree with ComReg's definitions for: Accessible; Access Regulations; Authorisation Regulations; Catchment Area; Confidential Information; Data Management Amendment, Framework Regulations; Interconnect Node Identifier; Main Body; Other Authorised Operator; Uni-directional interconnect path and USO Regulations? If you disagree please state in detail your reasons why?**

4.1.1 Views of Respondents

One of the respondents stated that it would be beneficial to insert a definition of the Non Disclosure Agreement in Annex A to provide clarity and certainty about the status of the NDA. The proposed text would be:

"**Non Disclosure Agreement"** means the Non Disclosure Agreement for Interconnection Services signed between the Parties on (to be inserted) which is incorporated into this Agreement.

Comments were made on the following proposed definitions:

Accessible: One respondent felt the wording was ambiguous, however the respondent did not propose an alternative. Another respondent did not see benefit to the change.

Catchment Area: One respondent proposed the following definition "A Catchment Area is the area served by an exchange and, in the case of tandem switches, the area also served by primary switches supported by that tandem. It is also used to indicate all subscriber numbers directly connected to a given exchange, and in the case of tandem switches, all numbers also connected to primary switches supported by that tandem".

Confidential Information: Two respondents disagreed with the inclusion of this definition. As a definition for confidential information will be included in the NDA which is incorporated into this Agreement, it was proposed by one respondent that the definition for Confidential Information be removed from this Annex.

Data Management Amendment: Two respondents felt that the additional text proposed for this definition does not provide clarity and may even limit the scope of data management amendments.

Interconnect Node Identifier: One respondent felt that no definition for this was necessary as the meaning is self evident. Two respondents agreed with its inclusion.

Main Body: One respondent noted that the actual agreement may have different clause numbers for various reasons and therefore it is not appropriate to define the specific clause numbers as a reference. The respondent proposed that the wording be included as a sample. Another respondent did not see the need for this definition.

Uni-directional Interconnect path: One responded pointed out the fact that this term is not use in the RIO document and therefore not necessary to include.

One respondent suggested new definitions for Working Day and Interconnect Agreement. This respondent also rejected ComReg's proposed definition of "Undertaking" in Annex A as it stated the term is only used in the Preface and not in the RIO and therefore there is no need to define this term.

4.1.2 Commission's Position

ComReg accepts the suggestion to include a definition of the Non Disclosure Agreement in Annex A of the RIO.

Accessible: ComReg believed the proposed change may have provided more clarity in this case. However, as the respondents did not agree, ComReg is content not to make an amendment to this definition.

Catchment Area: ComReg agree with the more comprehensive definition proposed by one of the respondents and therefore intend to direct that the more comprehensive definition proposed by one of the respondents be included in Annex A.

Confidential Information: ComReg agree that the definition for Confidential Information should not be included in Annex A as it is more appropriately included in the NDA which is incorporated in the Interconnect Agreement.

Data Management Amendment: ComReg agree that the additional text proposed for this definition may limit the scope of data management amendments and therefore will not direct any change in this case. However a change to Service Schedule 302 in Annex C will be made to clarify the distinction between a single and multiple data amendments (see Section 6.8, Service Schedule 302 – Data Management Amendment).

Interconnect Node Identifier: ComReg do not agree with the respondent and believe that the definition provides clarification.

Main Body: ComReg believe that a definition for Main Body is helpful and therefore intend to direct its inclusion.

Uni-directional Interconnect path: ComReg agree with the respondent; as the term is not used in the RIO document it is unnecessary to include a definition in Annex A.

ComReg welcomes the agreement by respondents to the new definitions for Access Regulations, Authorisations Regulations, Framework Regulations, USO Regulations and Other Authorised Operator.

ComReg accepts the new definitions for Working Day and Interconnect Agreement and the deletion of its proposed definition of undertaking.

Draft Decision No. 12.
***eircom* is directed to amend Annex A of the core RIO document in accordance with the changes to Annex A as set out in the RIO document attached. This decision is to take effect thirty days from the date of the Decision Notice.**

4.2 Definitions for Call Origination

In the definitions for "Call origination", "*eircom* Call Origination Primary Charge", "*eircom* Call Origination Tandem Charge", "*eircom* Call Origination Double Tandem Charge", ComReg believed there may be a need to make reference to Carrier Pre Selection in each of these definitions for the purposes of clarity.

Q. 9. Do respondents agree with ComReg's suggestion to include a reference to Carrier Pre Selection here? Please give your reasons for supporting or opposing this proposal.

4.2.1 Views of Respondents

All three respondents agreed that a reference to Carrier Pre Selection in each of these definitions for the purposes of clarity was appropriate.

4.2.2 Commission's Position

ComReg agree and a reference to Carrier Pre Selection in each of these definitions for the purposes of clarity shall be included.

Draft Decision No. 13.
***eircom* is directed to adjust its RIO to include a reference to Carrier Pre Selection in the definitions for "Call origination", "eircom Call Origination Primary Charge", "*eircom* Call Origination Tandem Charge" and "*eircom* Call Origination Double Tandem Charge" as set out in the RIO document attached. This decision is to take effect thirty days from the date of the Decision Notice.**

5 *Eircom*'s RIO: Annex B- Billing & Payments

5.1 Annex B Clause 3.2 Interconnect Usage Report

ComReg proposed that, in order for the Interconnect Usage Report to be effective, it should be provided by the billing party at the same time as the invoice.

Q. 10. Do respondents agree with ComReg's proposal that the billed party should receive both the Interconnect Usage Report and the invoice at the same time? Please give reasons for opposing or supporting this proposal.

5.1.1 Views of Respondents

The principle that the Interconnect Usage Report and the invoice should be issued at the same time was accepted by all respondents.

However, there was a difference in understanding amongst the respondents as to the nature of current practice, and therefore as to how this may best be improved. One respondent noted that the invoice is currently issued not earlier than 2 weeks and not later than 5 weeks after the end of the billing period, and two of the respondents believe that this time period should be reinstated in the RIO. The reason for this is to ensure timely invoicing while allowing enough time for accuracy.

One respondent believes that the information contained in Table 1, Clause 3.1 is already supplied with the invoice. Further information in the form of the Billing Granularity Report may be requested and supplied within 3 working days of issue of invoice, and that the associated Terms and Processes were agreed at the Industry Forum on Billing Disputes.

Two respondents do not agree that the invoice contains Interconnect Usage Report information. One respondent proposes that the Billing Granularity Report should be provided automatically with the invoice, and should not be subject to quarterly request.

5.1.2 Commission's Position

ComReg consider that the principle behind the proposed changes to Clause 3.2 has been accepted by all respondents. However, ComReg note the lack of clarity in current practice which has led to differing views of how best to provide the interconnect information at the same time as the billing information.

ComReg propose that the Interconnect Usage Report as defined in Table 1, Clause 3.1 of Annex B should be provided simultaneously with the associated invoice.

ComReg accept the point made by respondents regarding the desirability of defining a time period for invoicing, and therefore propose to reinstate this, so that Clause 3.2 will read:

"The Interconnect Usage Report shall be provided by the Billing Party to the other Party together with the resulting invoice simultaneously, not earlier than 2 weeks and not later than 5 weeks after the end of each Billing Period."

The Terms and Processes of the Billing Granularity report were agreed at the industry forum on billing disputes. This report can be made available within three working days of the invoice, but only on request.

ComReg welcome *eircom*'s suggestion that the Billing Granularity Report will be issued to those operators who request it. This will be on an opt in / opt out basis whereby an operator may request that this report be issued to them until they opt out.

Draft Decision No. 14.
eircom is directed to amend Clause 3.2 of Annex B in the Core RIO Document in accordance with the changes to Clause 3.2 of Annex B set out in the RIO Document attached. This decision is to take effect thirty days from the date of the Decision Notice.

5.2 Supplementary invoices, Credits & Undetected Errors

In the consultation, ComReg proposed three additional clauses to cover undetected errors (Clause 3.7); supplementary invoices (Clause 5.5); and credit (Clause 6.6).

Q. 11. Do you agree with ComReg's proposal to insert these three clauses in Annex B in *eircom's* RIO? Please give reasons for supporting or opposing this proposal.

5.2.1 Views of Respondents

The original Clause 3.7 initiated a review of the billing information in the event of undetected errors. ComReg proposed extending this clause such that parties discovering an error should undertake all reasonable endeavours to correct, and should make a best estimate of the financial impact of the errors.

Two respondents approved of ComReg's proposed changes. The third respondent disagreed as they considered it impossible to provide accurate estimates of undetected errors and proposed that the party requesting the review would be furnished with an invoice or credit note together with a reasonable level of detail to support these invoices/credits when the review was concluded.

ComReg proposed a new Clause 5.5, which would commit both parties to use their best endeavours to agree the value of any supplementary invoice issued, and would resolve outstanding issues as soon as possible or within the timeframe agreed in Clause 7.

One respondent agreed with ComReg's proposal. One respondent noted that the proposed Clause 5.5 was redundant, as normal invoicing principles apply to supplementary proposals. The third respondent suggested Clause 5.5 should be linked to Clause 3.7.

ComReg proposed in Clause 6.6 that where a credit is issued, both parties would use best endeavours to agree the value of the credit, and to resolve any disputes as soon as possible or within the timeframe agreed in Clause 7.

One respondent agreed with ComReg's proposal. One respondent found the context of the proposed text ambiguous, and one questioned the principle of both parties agreeing credit rather than one party determining credit.

One respondent proposed an additional clause which would deal with credits which are owed to OAOs as a result of ComReg determination on interconnect rates, such that all credits should be payable within 30 days of determination.

5.2.2 Commission's Position

ComReg's intention in proposing changes to Clauses 3.7, 5.5 and 6.6 was first of all to improve the clarity of the inter-party billing process, and secondly to reduce the need for reliance on the disputes mechanism.

5.2.2.1 Clause 3.7

ComReg welcomes the view of one operator that a reasonable level of detail would be furnished with an invoice or credit note on completion of the review. However ComReg also considers it is also necessary that operators on discovering an error should undertake all reasonable endeavours to correct and provide an estimate of these errors at the start of the review process. This ensures that the other party in the transaction has reasonable visibility of the likely financial implications and can make the necessary provisions/accrual in their financial statements. For this reason ComReg believes its proposal should remain.

5.2.2.2 Clauses 5.5 and 6.6

On Clause 5.5, ComReg considers that the text proposed in the consultation can potentially reduce unnecessary billing disputes through encouraging parties to agree the value of supplementary invoices within the timeframe agreed in Clause 7.

ComReg notes the concerns of the respondents on both clause 5.5 and 6.6. ComReg considers that the issuing of supplementary invoices and credits can be a contentious issue and can give rise to disputes between parties. ComReg's reasoning for proposing these clauses was to ensure that both parties work together to reach a solution where possible rather than raising the issue as a dispute. For clarity, ComReg proposes to delete clause 6.6 and revise clause 5.5 to incorporate credit notes.

Draft Decision No. 15.
eircom is directed to amend Clause 3.7 of Annex B in the Core RIO Document in accordance with the changes to Clause 3.7 of Annex B set out in the RIO Document attached. This decision is to take effect thirty days from the date of the Decision Notice.

Draft Decision No. 16.
eircom is directed to amend Clause 5.5 of Annex B in the Core RIO Document in accordance with the changes to Clause 5.5 of Annex B set out in the RIO Document attached. This decision is to take effect thirty days from the date of the Decision Notice.

6 *Eircom*'s RIO: Annex C

6.1 Layout of Annex C – Index of Services

In the last year *eircom* had introduced a number of new service schedules to Annex C. As a result ComReg considered that a re-arrangement of the service schedules in a more logical and consistent manner was required to ensure that the RIO was a user friendly document. ComReg proposed to group the following schedules which related to capacity issues together and re-number them as follows:

Eircom Network Services
500. Interconnect and Partial Private Circuit Transport Links
501. *eircom* Interconnect Paths
502. End user links
503. Partial Private Circuits Migration
504. In Span Interconnection

Under ComReg's proposal the 100 series would remain as it currently was. Therefore it would include the following:
Eircom Services
The 100 series would begin with the service schedule for *eircom* National Termination [SS 102}] and conclude with Service Schedule 122.

There would be no change to: the 200 series of Operator services; the 300 series of Joint services and, the 400 series of Single Billing through Carrier Pre Selection.

Q. 12. Do respondents agree with ComReg's proposal to change the layout of Annex C as described above? If you do not, please give your reasons.

6.1.1 Views of Respondents

All three respondents support and agree to the proposal as the new layout presents the services in a more logical order. However one respondent suggested that the numbering of the network related services schedules should be renumbered to 000 series rather than a 500 series as the latter was confusing.

One respondent wanted to rename the titles of some of the service schedules in Annex C.

One respondent proposed the removal of two services from Annex C. *Eircom* no longer offers Paging Service Access, and this service should therefore not be included. The respondent further proposed the deletion of Service Schedule 119 International Access including Northern Ireland, on the basis of the belief that there is no dominance in the market for wholesale international traffic.

6.1.2 Commission's Position

ComReg welcomes the agreement by the respondents to its proposal. In addition ComReg agrees with the suggestion to renumber the Network Services from 500 to 000, as this makes more sense given that the network related services precede the

traffic related services in Annex C. Therefore the new format of these services is as outlined in the Index of Annex C in the accompanying RIO Document.

ComReg agrees to the renaming of Service Schedules in Annex C.

ComReg accepts the removal of the Paging Service Access from the RIO as *eircom* no longer provides this service. Regarding the respondent's suggestion to remove International Access including Northern Ireland service from the RIO, ComReg believes that it is more appropriate for this issue to be addressed via the forthcoming market analysis consultation on interconnect in the coming months.

Draft Decision No. 17.
eircom is directed to adjust its RIO in accordance with the revised layout of Annex C service schedules as set out in the RIO document attached. This decision is to take effect thirty days from the date of the Decision Notice.

Draft Decision No. 18.
eircom is directed to remove the Paging Service Access service schedule from its RIO. This decision is to take effect thirty days from the date of the Decision Notice.

6.2 Exclusion of Prices from RIO and inclusion in RIO Price List

ComReg considered that the separation of prices from the core RIO document by *eircom* in the last few years has been a welcome development. However, ComReg believed that such separation should be comprehensive in that *eircom*'s RIO price list and *eircom*'s RIO Network Price List should include all its RIO prices and *eircom*'s core RIO document should be exclusive of all RIO prices. To this end, ComReg stated that it intended to direct *eircom* to remove the charges set out in Service Schedules 120, 301, 302 and 303 and to include these charges in *eircom*'s RIO Price list.

ComReg believed that this would ensure consistency of the exclusion of prices from the core RIO document and would ensure complete *eircom* RIO price lists.

6.2.1 Views of Respondents

Although no question was asked, respondents expressed their views on ComReg's intention. One respondent accepted it. Another agreed in principle but observed the following points:

- The CPS service enablement charge in SS 120 was an *eircom* charge and agreed that it belonged in the *eircom* Price List;
- Both NGNP and GNP services were reciprocal, however non SMP operators were free to set their prices for these services. *Eircom* prices for these services should sit in the RIO Price List and OAO prices for these services should sit in the Operator Price List;

- The Data Management Amendment charges (administration and charge per interconnect node) – the *eircom* charge belonged in the RIO Price List and the OAO charge should sit in the Operator Price List

6.2.2 Commission's Position

ComReg welcome respondents' support for its proposal and is now directing *eircom* to remove all the charges in Service Schedules 120, 301, 302 and 303 in the core RIO document and to include these charges in *eircom*'s RIO Price list.

Draft Decision No. 19.
ComReg directs eircom to remove the charges set out in Service Schedules 120, 301, 302 and 303 in the core RIO document and to include these charges in eircom's RIO Price list. This decision is to take effect thirty days from the date of the Decision Notice.

6.3 Service Schedule 101- eircom Interconnect Paths

In Clause 5.2 "Commissioning of Interconnect Paths", *eircom* state the first stage of commissioning shall conclude with the delivery of the transmission portion of the Interconnect Path and that *eircom* shall issue a notification of transmission delivery.

Q. 13. Should there be a notification template for transmission delivery in the O&M manual and therefore referenced here?

6.3.1 Views of Respondents

Two of the three respondents noted that this issue had been addressed by the Operation & Maintenance Forum and that the Forum had agreed that the notification template for transmission delivery was not necessary.

Finally one respondent proposed changing "one week" in the first line of clause 5.4 to "two weeks" and in clause 5.5 replacing "one week period" to a "10 working day period" as these timeframes are in alignment with the revised SLA for Interconnect Paths.

6.3.2 Commission's Position

ComReg agree that the notification template for transmission delivery is not necessary.

ComReg accept the respondent's changes to clauses 5.4 and 5.5.

6.4 Service Schedule 102- eircom National Termination

6.4.1 Clause 3.2

Clause 3.2 of Service Schedule 102 in *eircom*'s RIO refers to the conveyance by *eircom* of operator calls "at the same standard and quality of service as *eircom* conveys similar Calls within the *eircom* Network". There is no reference to what these quality of service parameters or standards are or how such a comparison might take place.

This observation applies to all similar clauses in Annex C *eircom* service schedules in *eircom*'s RIO- 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 121 and 122.

Q. 14. Should there be a set of standards and quality of service parameters for comparison of OAO and *eircom* calls conveyed through *eircom's* network? If so, how would this comparison be achieved in a practical way?

6.4.2 Views of Respondents

Two respondents were not in favour of a set of standards for quality of service. The respondents stated that there had been no problems either currently, or historically, with the quality of calls passed through *eircom*'s network. The respondents also advised of the substantial amount of work which would be required to facilitate such a set of standards which in their opinion was not necessary.

6.4.3 Commission's Position

ComReg believe that calls for OAO customers and *eircom* retail customers are conveyed through *eircom*'s network at the same level of quality. Therefore, in the absence of any evidence to suggest that this level is anything but a high level of quality, ComReg believe that placing a requirement on *eircom* to produce data to show a comparison for various quality parameters is unwarranted and unnecessary at this time.

6.4.4 Charging

In a pre-consultation submission, one operator suggested including the "Call Origination and Termination Routing Scheme" in *eircom*'s RIO. ComReg note that currently this scheme does not form part of *eircom*'s RIO. This document is currently available on *eircom*'s wholesale website and ComReg understand that this document is viewed as a support document to the RIO. In addition ComReg note that reference to this scheme is made in Appendix 1 of Service Schedule 102 & in Appendix 1 of Service Schedule 103 in *eircom*'s RIO.

The charges for National Termination and National Origination [in service schedule 103] are calculated on the basis of the routing arrangements outlined in this scheme.

ComReg therefore consider that there may be merit in including the "*eircom* Call Origination and Termination Routing Scheme" in *eircom*'s RIO as it provides *eircom* information on which OAOs will make routing arrangements that will be subject to contractually agreed prices. ComReg now seek respondents views on whether this Scheme should form part of *eircom*'s RIO.

Q. 15. Should the "eircom Call Origination and Termination Routing Scheme" be included as part of the RIO? Please give reasons for supporting or opposing this proposal.

6.4.5 Views of Respondents

All respondents agreed that the "*eircom* Call Origination and Termination Routing Scheme" should be included as part of the RIO document.

6.4.6 Commission's Position

ComReg accepts respondents' views and is directing that the Call Origination and Routing Scheme should form part of *eircom*'s Interconnect Agreement through the reference to the document in Clause 2 of *eircom*'s core RIO. ComReg believes that the Call Origination and Routing Scheme should remain physically separate from the core RIO document and should be a standalone document, published on the *eircom* wholesale website.

Draft Decision No. 20.
***eircom* is directed that the eircom Call Origination and Termination Routing Scheme should form part of eircom's Interconnect Agreement via clause 2 of eircom's RIO. The *eircom* Call Origination and Termination Routing Scheme should still be published as a standalone document on eircom's wholesale website. This decision is to take effect thirty days from the date of the Decision Notice.**

6.5 Service Schedule 109, 110, 121, 122, 209, 210, 221 and 222

In the consultation paper ComReg presented the proposal to remove the following clause from service schedules 109,110, 121,122, 209, 210, 221 and 222 of *eircom*'s RIO. This clause stated:
"Other terms and conditions will be added when developed and agreed by the Parties"

ComReg proposed the removal of the clause as such amendments are adequately covered by the Amendments clause in Clause 29 and the Review clause in Clause 21 of the Main body of *eircom*'s RIO. Furthermore, its removal makes the terms and conditions of the aforementioned service schedules consistent with the other 100 and 200 service schedules.

Q. 16. Do you agree with ComReg's proposal to remove this Clause from RIO Service Schedules 109, 110, 121, 122, 209, 210, 221 and 222? If you do not, please give reasons.

6.5.1 Views of Respondents

There was unanimous support for the removal of the clause. However, one respondent while neutral on the removal of the clause believed that they should be afforded the opportunity to negotiate with *eircom* in respect of terms and conditions.

6.5.2 Commission's Position

ComReg is pleased that there is consensus on the removal of the clause and has therefore removed the clause from the respective service schedules outlined above in the accompanying RIO document.

Draft Decision No. 21.
eircom is directed to amend Service Schedules 109, 110, 121, 122, 209, 210, 221 and 222 in the Core RIO Document in accordance with the changes to these service schedules set out in the RIO Document attached. This decision is to take effect thirty days from the date of the Decision Notice.

6.6 Service Schedule 120 – Carrier Pre Selection

There were no specific consultation questions in relation to schedule 120, though some minor text amendments were included for completeness. The text of the CPS Code of Practice is still subject to industry review, as per D20/03, and as such the Code of Practice was not included in this current RIO review.

6.6.1 Views of Respondents

Only one respondent referred to this section and the proposed revisions to Schedule 120 of Annex C. The respondent agreed with the majority of the minor proposed text changes. In addition the respondent proposed the following changes:-

- The removal of the CPS SLA, Appendix 1, from Schedule 120 with reference to this document being published on the *eircom* Wholesale website.
- The removal of the CPS Code of Practice, Appendix 2, from Schedule 120 with reference to this document being published on the *eircom* Wholesale website.
- Additions to clause 3.7, the list of excluded calls in document CPS24, and the removal of the reference to ongoing work in this area.
- The use of the term "calls" instead of "traffic" in clause 5.1

6.6.2 Commission's Position

ComReg had noted the comments of the respondent and agrees that it is appropriate to replace the CPS SLA Appendix 1 of Service Schedule 120, with a suitable reference to the publication of this document on the *eircom* Wholesale website. This is consistent with the approach that is being adopted for other interconnect products. ComReg notes that *eircom* has already removed the CPS Code of Practice from the core RIO document and inserted it on its website as a standalone document which ComReg agreed with in the Information Notice 03/151.

ComReg does not agree that the Clause 3.7 should be amended to include additional codes for CPS exclusion such as 1892 and 1893, as proposed. As stated in the consultation document, the Decision Notice D13/02 called for the list of excluded codes to be reviewed. This exercise is currently in progress though the industry working group and any additions to this list of excluded codes should not pre-empt the outcome of that work stream. Finally ComReg has approved the replacement of the term "calls" for "traffic" in Clause 5.1.

Draft Decision No. 22.
eircom is directed to amend Service Schedule 120 of the Core RIO Document in accordance with the changes to Service Schedule 120 set out in the RIO Document attached. This decision is to take effect thirty days from the date of the Decision Notice.

6.7 Service Schedules 301 & 303- Non Geographic & Geographic Number Portability

There were no specific consultation questions in relation to schedules 301 and 303. ComReg had proposed minor textual changes to these schedules, in particular the deletion of the interim routing code for NGNP and the replacement of the term "holding" charge with "interim" charge. In addition, it was proposed that all charges would be removed from both schedules and inserted in the *eircom* RIO Price list.

6.7.1 Views of Respondents

Only one respondent referred to this section and the proposed revisions to Schedules 301 and 303 of Annex C. The respondent agreed with the majority of the minor proposed text changes. In addition the respondent proposed the following changes:-

- The use of the term "service" instead of "process" in the definition of NGNP and GNP
- The use of the term "holding" charge should be maintained and not replaced with "interim charges" in clauses 1.1, 5.1 and 5.2 of schedules 301 and 303
- The removal of the NGNP SLA, Appendix 1, from Schedule 301 with reference to this document being published on the *eircom* Wholesale website.

- The removal of clause 3.4 and the reference to the GNP SLA, Appendix 1, schedule 303.

6.7.2 Commission's Position

ComReg accepts the proposal for the change in the text of the definitions of NGNP and GNP and the use of the term "service" instead of "process".

ComReg does not accept that the use of the term "holding" charges is still appropriate in the context of the NGNP service schedule. The status of a particular charge must be defined as either interim or final, as listed in the *eircom* RIO Price list. ComReg notes that *eircom* in RIO Version 3.7 has amended clause 5 of the GNP service schedule and has removed the definition of holding charges to reflect final prices.

Finally ComReg has noted the comments of the respondent and agrees that it is appropriate to remove clause 3.4 in Service Schedule 303 and replace the NGNP SLA, Appendix 1 to Schedule 301, with a suitable reference to the publication of the industry agreed document on the *eircom* Wholesale website in a revised clause 3.4 in Service Schedule 301.

Draft Decision No. 23.
***eircom* is directed to amend Service Schedules 301 and 303 of the Core RIO Document in accordance with the changes to these service schedules set out in the RIO Document attached. This decision is to take effect thirty days from the date of the Decision Notice.**

6.8 Service Schedule 302- Data Management Amendment

For data management amendments, the distinction between single and multiple amendments does not seem clear. This may be clarified by the addition of a definition in Annex A, or, by an explanation in the main body of the RIO (See clause 11 of the main body above).

Q. 17. How are single and multiple data management amendments distinguished from each other?

6.8.1 Views of Respondents

All three respondents agreed that clarification on single and multiple Data Management Amendments was beneficial.

6.8.2 Commission's Position

Data Management Amendments are mentioned in Annex A, the main body of the RIO Clause 11 and in Service Schedule 302 – Data Management Amendment. One respondent suggested the following text for Clause 3 Service Schedule 302 in order to clarify the distinction between single and multiple Data Management Amendments;

"In the event that a party should request implementation of more than one amendment at the same time, a 50% discount on the administration charge should apply for all requests after the first. In addition a 50% discount to the charge per interconnect node shall apply to all nodes amended in the first or subsequent amendments."

ComReg considers this distinction is beneficial and is directing *eircom* to include this in Service Schedule 302 in the Core RIO.

Draft Decision No. 24.
eircom is directed to amend Service Schedule 302 of the core RIO document in accordance with the changes to Service Schedule 302 as set out in the RIO document attached. This decision is to take effect thirty days from the date of the Decision Notice.

6.9 Service Schedule 401 Single Billing

In the Consultation Paper ComReg did not propose any changes to Service Schedule 401 (Single Billing Wholesale Line Rental). Regarding Service schedule 402 Single Billing Agency Rebilling ComReg stated that until pricing for the product was set, *eircom* was required to remove the Service Schedule {No.402 in RIO Version 3.5} for Single Billing Agency Rebilling from the RIO. No respondent commented on this but ComReg notes that *eircom* has removed SS402 in Version 3.8 of its RIO on 1 April 2004 which ComReg agrees with.

Since December 2003 there have been a lot of changes to the Single Billing Wholesale Line Rental product all of which have either been agreed at Industry Forum or to comply with ComReg directions.

In its response to this consultation, *eircom* proposed to extend Clause 3.3 with the following text: "However, it is possible for an Operator to request the provision of CPS All Calls on the line simultaneously to the provision of WLR". ComReg presented this additional text to the CPS Single Billing Steering Group where it was accepted at a meeting of the Steering Group on 22nd April 2004.

ComReg confirm *eircom* are compliant with their obligations regarding Service Schedule 401 at this time. It is worth noting that further releases of the product are planned in the future.

6.10 Other Comments on Annex C

- One respondent highlighted that inconsistencies in clauses in various services schedules in Annex C, whereby one clause refers to "this product description may be updated….following *discussions* with the industry whereas another similar clause states "following *negotiations*

with Industry". ComReg agrees with this respondent that the term *"following negotiations"* should be used in all such clauses. In addition ComReg has added the words *"if appropriate"* at the end of these clauses in the accompanying RIO document because in some instances i.e. specific ComReg directions, negotiation with industry will not be appropriate.

- ComReg agrees that it is useful in Service Schedule 116 (Access to *eircom* Packet Services) to replace the Clause 2.1 text "151" with the more precise "1511" which is the code designated "for packet access service, as proposed by one respondent.

- ComReg accepts one respondent's proposal to replace in Clause 2.1of Service Schedules 105 and 205 (Premium Rate Services) "15XX" with "15XX excluding 1511 as the 1511 code is used for Eirpac purposes and is referenced in Service Schedule 116 Access to *eircom* Packet Services.

- One respondent has noted the current restrictions that apply to Service Schedules 122 and 222 (1892 Internet) and believed these restrictions should be addressed via the NTC market set of consultations. The NTC consultation process has concluded but an Internet access code forum has been set up by ComReg with the purpose of addressing issues surrounding Internet access codes. ComReg would suggest that this respondent table these restrictions as an agenda item.

- ComReg accepts some small textual changes to Annex C Service Schedules as these changes provide improved clarity and reflect the more accurate charging mechanisms that are currently in place. These text changes are:

    - In clause 5 in Service Schedules 106, 107, 108, 109, 110,121, 122, 206 to replace the beginning of the last sentence "Traffic charging…" with in "Per Minute traffic charging..".

    - In clause 5 in service schedules 106, 107, 108, 109 and 110 to replace in the line "the Operator shall pay eircom a charge per call and per minute calculated in accordance with the rates …" with "the Operator shall pay eircom a charge per call and/or per minute ….".

    - In Clause 2 in Service Schedules 105, 106, 107, 108, 109 and 110 to replace in the last sentence of the clause "eircom traffic" with "eircom calls".

- The addition of "or ported into the *eircom* network" in Clause 2 ensures the Service Schedules (105, 106, 107, 108, 109 and 110) reflect the developments in non-geographic number portability.

- ComReg accepts the respondent's proposal to re-title Service Schedules 109, 110, 115, 116 and 121 in Annex C.

7 Annex D and Annex E

Annex D of *eircom*'s RIO until recently contained the Service Level Agreement for Interconnect Paths. As mentioned in section 2.2, the Service Level Agreement for Interconnect Paths was excluded from this review of the RIO as it was been discussed in the Operations and Maintenance (O&M) Forum in 2003. As noted, agreement on a new SLA was reached in the O&M Forum in December 2003. The Forum agreed to physically remove the SLA (Annex D) from the Core RIO document and to publish it as a stand alone document on *eircom*'s wholesale website. The SLA for Interconnect Paths remains part of *eircom*'s interconnect agreement via Cause 2.4.

Annex E which contains the Network Plan was also excluded from this review of the RIO as ComReg had recently reviewed the Plan and deemed it compliant following an extensive revision to the plan proposed by *eircom* in 2002.

In line with ComReg's policy outlined in Section 3.1, ComReg agrees to the streamlining of the Core RIO document and therefore has agreed to the respondent's suggestion to delete Annex E from the Core RIO document and replace it by publishing the Network Plan as a stand alone document on *eircom*'s wholesale website. The Network Plan remains part of *eircom*'s interconnect agreement via Clause 2[6].

Finally ComReg accepts the respondent's suggestion to delete Appendix 5 of the Network Plan as this appendix is the *eircom* Call Origination and Termination Routing Scheme.

[6] Please see Draft Decision No 3

8 *Eircom*'s RIO: Annex F – Non Disclosure Agreement

8.1 Stand Alone Non Disclosure Agreement for all eircom's Reference Offers

In its pre-consultation submission *eircom* proposed to have a standard Non Disclosure Agreement (NDA) for all Wholesale Services. *eircom* wished to base this on the most recently developed and negotiated document; the NDA for the ARO. *eircom* submitted this document for consideration which ComReg included in the consultation paper. In addition, *eircom* proposed that the current Annexes containing NDAs in its reference offers (ARO, RIO) be physically removed and the new NDA be published on its website as a stand alone document.

ComReg considered that *eircom*'s proposal had merit as it would abolish the current requirement for an OAO to sign multiple non-disclosure agreements where the OAO wished to avail of multiple offerings from *eircom* Wholesale; under *eircom*'s proposal such OAOs would only need to sign one.

ComReg therefore proposed to direct *eircom* to remove Annex F which provides for the RIO NDA from *eircom*'s RIO and remove the ARO NDA from the ARO document. In addition, it proposed that *eircom* would be directed to attach the new NDA on its website as a separate document to be agreed by *eircom* with all operators who sign a wholesale agreement with *eircom* for the RIO, ARO and bitstream. Finally ComReg believed that the stand alone NDA, whilst physically separate from the RIO should continue to be part of the RIO [& ARO] and be contractually binding.

Q. 18. Do you agree with ComReg's proposal to remove the NDA in Annex F from *eircom*'s RIO and to direct *eircom* to insert the new NDA as a stand alone document on its website? Please give reasons for opposing or supporting this proposal.

8.1.1 Views of Respondents

All three respondents supported the proposal.

8.1.2 Commission's Position

As stated in Section 3.1 (clause 2 of the RIO) ComReg believes that the Non Disclosure Agreement should be physically removed from the core RIO document and should become a standalone document, published on the *eircom* wholesale website. It would remain part of the Interconnect Agreement through the reference to the document in Clause 2 of *eircom*'s core RIO[7].

[7] Please see Draft Decision No 3

8.2 Contents of eircom's Proposed NDA

Regarding the contents of the Non Disclosure Agreement proposed by *eircom*, ComReg noted that the majority of its contents were the same as those in the existing RIO NDA. Where appropriate, ComReg drew interested parties' attention to a number of additions to the existing RIO NDA in the NDA proposed by *eircom*.

Q. 19. Do respondents agree with the contents of *eircom*'s proposed Non Disclosure Agreement? If you disagree please state in detail your reasons why.

8.2.1 Views of Respondents

One respondent suggested that *eircom*'s proposed NDA required some rewording and substantial restructuring. Restructuring should address, for example, the opening paragraphs of Clause 3 which are seen as recitals and so should belong at the start of the NDA in the recitals paragraphs. The main area of contention is over the limitation of liability for breach of confidentiality. The respondent stated that Limitation of liability for breach of confidentiality is neither standard nor appropriate. It believed that a party that breached its confidentiality obligations should not be entitled to avail of contractual protection in the form of liability limitation because the breach was too serious. Another respondent stated that the level of penalties (liability limits) and the onerous nature of the NDA had created a barrier to entry.

Two respondents submitted that only defined terms appearing in the text of the NDA were required in the definitions section. One of these respondents submitted an alternative Non Disclosure Agreement.

Eircom's position has changed mainly due to the recent requirement to provide bulk line data as part of its LLU offer which required amendment to the ARO NDA to capture Data Protection issues. In light of this experience *eircom* did not think a "one size fits all" NDA for all wholesale services was feasible. Different products carry different obligations, including those required by an NDA and *eircom* felt that trying to capture all requirements in one NDA would create difficulty in drafting, customer confusion and contract management in trying to determine which provisions applied to each customer. *Eircom* still proposed that the NDA consulted on should be used as the basis for a RIO NDA. The NDA to be used for both the RIO and ARO NDAs should be the same base document modified where required to reflect each offering's unique requirements.

8.2.2 Commission's Position

In arriving at its decision on the NDA's contents, ComReg has considered:

(a) the existing RIO NDA

(b) the NDA consulted on,

(c) alternative NDA submitted by one respondent, and

(d) the revised NDA submitted by eircom in its response.

ComReg has decided that *eircom*'s revised position on the NDA, together with proposals from all respondents which address the need to clarify aspects of the NDA, warrant a revised NDA.

ComReg accepts *eircom*'s submission that a standard NDA for all wholesale offers is no longer possible. Therefore, ComReg intends to only direct a revised Non Disclosure Agreement for the RIO in this Decision Notice.

ComReg accepts the point that the definitions section in the NDA should only define terms that appear in the NDA. For this reason, ComReg is removing the following definitions from Annex A of the revised NDA:

- *Eircom* Local Exchange
- *Eircom* Network
- Network
- Party
- Third Party

ComReg accepts the suggestion by the respondent who believed that the opening paragraphs of Clause 3 in the NDA were further recitals and belonged at the start of the NDA after Recitals paragraphs (a) and (b).

The difference between the NDA consulted on and the revised NDA submitted by *eircom* in its response is that the latter is specific to the RIO. Therefore all references to wholesale services have been removed, including a replacement of a definition of wholesale services with a definition of interconnection services.

ComReg considers that the revised *eircom* NDA and the alternative NDA proposed by another respondent are very similar in principle, and broadly similar in language. The key area of difference concerns the limitation of liability for breach of confidentiality. ComReg recognises the concern expressed by one respondent that the serious nature of breach of confidentiality should be emphasised at the earliest stage of the commercial relationship. ComReg also recognises a second respondent's concern that failure to limit liability for breach of confidentiality may act as a barrier to entry, as a new operator may have problems securing insurance. ComReg believes that it is in the interests of both parties to understand the serious nature of breaching confidentiality, and is of the opinion that the wording of the clause is in line with this. Because of the potential risk of creating a barrier to entry, ComReg will therefore support the limitation of liability for breach of confidentiality.

ComReg accepts the revised *eircom* NDA, with the inclusion of points noted above. ComReg is inserting additional clauses proposed by a respondent which it believes

will provide further clarity to the NDA. These new clauses are numbered 3.5.5 and 3.8 in the compliant NDA.

Draft Decision No. 25.
Eircom is directed to adjust its RIO Non Disclosure Agreement in accordance with the changes to the Non Disclosure Agreement set out in the RIO document attached. This decision is to take effect thirty days from the date of the Decision Notice.

8.3 Definition of Confidential Information

ComReg proposed to insert a definition of confidential information in Annex A of *eircom*'s proposed NDA and sought respondents' views.

Q. 20. Do respondents agree with ComReg's definition of Confidential Information and its insertion in *eircom*'s proposed NDA? If you disagree please state in detail your reasons why.

8.3.1 Views of Respondents

None of the respondents agreed with ComReg's definition. *Eircom* stated that as Clause 3 of the revised NDA robustly set out what constituted Confidential Information an additional definition in the Definitions Annex was unnecessary. Another respondent proposed an alternative definition.

8.3.2 Commission's Position

ComReg believes *eircom*'s existing definition of Confidential Information is sufficient and although the alternative definition submitted by another respondent is more specific, both definitions are largely similar.

ComReg has decided that a definition of confidential information in the Definitions Annex of the Non Disclosure Agreement is not necessary. Instead the information that constitutes confidential information should be defined in Clause 3 of the revised NDA.

9 *Eircom*'s RIO: Annex G – CLI Code of Practice

In the Consultation Paper, ComReg proposed a number of changes to the Calling Line Identification (CLI) Code of Practice in Annex G of *eircom*'s RIO in order to improve its function as a facilitator of efficient inter-operation of networks and also because any problems in the area of CLI could have serious data protection implications in respect of user privacy.

Q. 21. Do you agree that Network-internal CLI should also be specifically covered in this Annex and that the changes help to achieve this? Please add your own comments – if any - on this principle and/or on any specific alterations made in order to affect such coverage.

Q. 22. Do you agree with this more positive approach?

Q. 23. Do you agree that the more explicit statements about the avoidance of non-geographic CLIs are an improvement by more clearly establishing the position for all RIO users?

Q. 24. Do you agree with the changes made to the "Rules" in Annex G? Please provide any general or specific comments on the rules themselves or on the changes made to them.

Q. 25. Do you have suggestions for improving the text in bullets (i) to (v) of Rule 1?

Q. 26. Bearing in mind that *eircom* states it is not responsible for maintenance of the Code, do you have suggestions for how this maintenance might be achieved (if necessary)?

Q. 27. Do you agree with ComReg's proposed definitions for "Presentation CLI", "Network-internal CLI" and "Network Termination Point"? If not, can you suggest improvements?

Q. 28. Do you agree with the minor textual changes listed above and proposed for Annex G and/or do you have important changes/ enhancements of your own? Please explain.

9.1.1 Views of Respondents

Three respondents referred to this section and the proposed revised CLI Code of Practice (CoP). *eircom* rejected all changes to the Calling Line Identification code of practice in principle, on the grounds it was:

- an industry agreed code and
- changes concerned with CLI use for billing purposes are already covered by industry adherence to ISUP V2.

eircom was willing to participate in a focused industry working group to agree changes to the code, if necessary. The other two respondents also suggested that some kind of industry forum could be needed to consider the Code in detail, as many issues arise. One noted, furthermore, that the code affects all inter-operator situations and not only those between *eircom* and individual OAOs and pointed out that ComReg could not mandate its use in such bilateral situations like it could in those involving *eircom*.

9.1.2 Commission's Position

ComReg notes the views of respondents concerning the CLI Code of Practice in Annex G and especially the fact that this is an industry agreed CoP that affects a wider range of OAO situations than those directly impacted through the RIO (i.e. OAO to OAO inter-connections). In view of *eircom*'s strong rejection of the many changes to Annex G proposed by ComReg and ComReg's significant level of unease with the existing CoP, a short bilateral meeting was set up at which a satisfactory way forward was found. European-wide agreement on the handling of Calling Line Identity (CLI) already exists within the European Telecommunications Platform (ETP) in the form of a set of agreed European CLI Guidelines[8] and – following study of this – both *eircom* and ComReg agreed that it satisfies most of the needs that were previously met by the old RIO CLI Code of Practice. In practice, having a separate Irish CoP ran the risk of deviations from the European Guidelines, which might have serious implications in some circumstances.

Accordingly, it was decided to replace the old CLI Code of Practice text with appropriate references to the ETP Guidelines and to add extra elaborations to deal with any specifically Irish issues. The CLI CoP has therefore been amended accordingly.

Finally as discussed in Section 3.1, this new CLI CoP becomes a stand alone document on *eircom*'s wholesale website but remains part of the Interconnect Agreement via the new Clause 2[9].

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[8] The European Telecommunications Platform (ETP) Guidelines for Calling Line Identification, which can be found at: http://www.etp-online.org/downloads/02_051_CLI_Guidelines_Sep_2002.pdf.

[9] Please see Draft Decision No 3

Draft Decision No. 26.
eircom is directed to adjust the Calling Line Identification Code of Practice in accordance with the changes to the Calling Line Identification Code of Practice set out in the RIO Document attached. This decision is to take effect thirty days from the date of the Decision Notice.

10 *Eircom*'s RIO Price List

Over the last two years, *eircom* has made progress in rationalising the presentation of pricing information. Notably, this has included collecting price information together in a price list which is separate from the main RIO text. In the consultation, ComReg proposed to further simplify and standardise the presentation of price information.

ComReg addressed two key areas: proposed inclusion of explanatory text at the beginning of the price list, and the simplification of the format of the price list. ComReg's aim was to ensure consistency and clarity in how prices are presented.

As a consequence of ComReg's Direction in Clause 2 of the RIO core text, the *eircom* price list will be a standalone document, published on *eircom*'s wholesale website. It will continue to be part of the Interconnect Agreement.

10.1 Inclusion of new text

Q. 29. Do respondents agree with ComReg's inclusion of new text at the beginning of *eircom's* RIO price list? If you disagree, please state in detail your reasons why.

10.1.1 Views of Respondents

All respondents agreed with the principle of the explanatory text proposed by ComReg. *Eircom* extended the version proposed by ComReg at the beginning of the Price List, by suggesting that a clearer sense was given by the following wording:

"The RIO Price List is effective from the date approved by the National Regulator and remains in effect until superseded by a revised RIO Price List. The effective date and expiry of each individual price is separately highlighted. Where no effective date is shown, these changes have been effective prior to 01/07/00. The RIO Price List is published on the *eircom* Wholesale website."

Eircom has proposed to add version control to the Price List as an aid to referencing and to provide an audit trail of changes. Version control would be provided in a format similar to that provided in the RIO Main Body.

Further amendments to the text of the Price List were proposed as follows:

- With reference to the note following the 200 series overview in the Index, insert "offered", so that text would read :"Note : The services denote by 1xx relate to *eircom* offered services, whereas the services by 2xx relate to operator offered services".
- In the paragraph following the index, proposed revised text would read :

  "The prices set out in the *eircom* RIO Price List are subject to the provisions of the European Communities (Electronic Communications

Networks and Services (Access) Regulations, 2003 (S.I. No. 305 of 2003) and any other applicable Regulations. Accordingly, the prices may vary from time to time. Changes to these prices are subject to Clause 29.1 of each Interconnect Agreement. Changes to these prices shall be construed to be automatically part of all interconnect agreements with immediate effect from the date set by the National Regulator for the purpose of Clause 29.1 of the *eircom* RIO."

- In the next paragraph, it is proposed to insert "or euro cent" so that the sentence reads: "The charges relevant to each service are listed in euro or euro cent".

- On rounding, a proposed amendment would read: "For call related services prices are shown in Euro cent to 4 decimal points. All other services are shown in Euro to the nearest euro cent". This is linked to points noted below in response to question 30.

- It is proposed to replace "appropriate" by "requested", so that the paragraph reads: "Where requested, *eircom* has developed individual operator average values as a basis for calculation of NTC settlements." It is suggested by the respondent that this wording better reflects current operating arrangements.

10.1.2 Commission's Position

ComReg welcome the support of respondents for the proposed changes. ComReg approve the application of version control to the Price List.

ComReg consider that the amendments to the introductory paragraph and the amendments numbered (i) to (v) above further support and clarify ComReg's intentions, and should therefore be incorporated into the text of the RIO Price List.

Draft Decision No. 27.
Eircom is directed to amend the RIO Price List introductory text in accordance with the changes to the Price List introductory text outlined in the RIO Document attached. This decision is to take effect thirty days from the date of the Decision Notice.

10.2 Simplification of format of RIO Price List

ComReg proposed in the consultation that price information should be presented in as standard a way as is practical. It is recognised that some variation is inevitable due to the different characteristics of different services.

The key elements of ComReg's proposal were:

- rates should be shown in Euro

- for all services, the period for which the price is effective should be stated clearly
- prices should be rounded to 3 significant figures when the effect of rounding is greater than 1 Euro, and to the nearest cent when the effect of rounding is less than 1 Euro
- the same terminology should be used for all services
- status of *eircom* rate to be shown in all tables

Q. 30. Do you agree with ComReg's proposal to standardise the format of *eircom's* RIO Price List? Are there other aspects of the presentation that you would like us to consider?

10.2.1 Views of Respondents

All respondents agreed that it is desirable to standardise presentation as far as is practical.

It was noted by one respondent that there may be confusion when specifying an "effective to" date for a service before providing a date for a revised rate or charge. It was proposed that an "effective from" date should be provided for all services, but that the end date should not be specified until the subsequent period has been confirmed.

One respondent did not agree with the proposed rounding process, believing it would distort the pricing in the market.

One respondent proposed that all traffic related rates (per call and per minute charges) should be expressed in euro cent to 4 digits behind the decimal point. All other charges (process charges) should be expressed in euro rounded to the nearest cent (ie 2 digits behind the decimal point). This is consistent with the presentation of rates and prices in *eircom* Retail.

One respondent disagreed with the proposed text relating to two part charging, on the grounds that this applies to a small number of charges and is self-evident from the pricing tables. The application of a consistent format across services means that for comparable services, the format of the rate tables should be the same. It was emphasised in one case that this does not necessarily mean that all rate tables will look identical.

Respondents did not raise issues with any other aspects of the Price List presentation.

10.2.2 Commission's Position

ComReg notes *eircom*'s current practice of specifying an "end date" where applicable and agrees that it may not always be appropriate to state an effective "end date", as interim rates for one period may be carried forward to a following period

ComReg has considered the alternative views on rounding, and agrees with the proposal to round to 4 decimal places for traffic related rates, and to 2 decimal places for process rates. This achieves ComReg's objectives of standardising the presentation, and of making the pricing tables easier to read and to work with.

ComReg's principal aim in standardising the format of price list tables is to improve clarity, consistency and ease of use. To this end, the format of each table should be similar, and a common set of principles should be applied. ComReg believes that these principles should be applied whether charging is on a one part or two part basis, particularly as this can readily be identified from the service schedule.

Draft Decision No. 28.
Eircom is directed to standardise and simplify the format of eircom Price List tables according to the following principles:
Rates should be shown in EURO;
For all services, the period for which the price is effective should be stated clearly, where applicable;
Prices should be rounded to 4 decimal places for traffic related rates (per call and per minute charges), and rounded to 2 decimal places for all other charges;
The same terminology should be used for all services;
The status of the eircom rate should be shown in all tables.
All tables in the eircom RIO Price List should be amended to comply with this Decision.
This decision is to take effect thirty days from the date of the Decision Notice.

The accompanying RIO Document includes changes to the introductory text of the Price List. It does not include the Price List tables, as they will be reformatted to comply with this Decision.

11 *Eircom*'s Switched Transit Routing Price List

ComReg consulted on the format of the Switched Transit Routing Price List [STRPL] only.

ComReg's commentary on the STRPL relied on a presentation about Version 12 made to ComReg by *eircom*, besides the STRPL itself. As this presentation was particularly informative it was attached in the consultation paper in its entirety.

Eircom stated that their presentation of the pricing tables was based on the direction of flow of monies and the responsibility for raising invoices.

As this causes the sequence of tables to be divorced in some circumstances from the underlying logic of the causation of the charges ComReg proposed an alternative presentation of the table of contents based on whether it is the originating operator's viewpoint and then on the terminating operator's viewpoint. ComReg considered that this approach was easier to understand than the existing format as it mirrored the flow of the call from originating operator through transit operator to terminating operator. Some originating charges will be positive, while others will be negative and the same may be true for terminating charges. ComReg recognised that while this approach might be easier for an infrequent user to understand it might not be as convenient for frequent use as *eircom*'s proposal.

In addition ComReg urged *eircom* to:

- Separate the charges in Tables 8 and 19 in Version 22 of the STRPL to increase clarity.
- In Table 21 in Version 22 of the STRPL to develop explanatory text to accompany the Table to explain the detailed working of this charge.

Q. 31. ComReg welcome industry comments on the relative merits of eircom's proposal and the alternative approach suggested by ComReg

11.1.1 Views of Respondents

One respondent suggested that an industry forum should be convened whereby ComReg and *eircom* would present on each option. Operators could then make an informed decision. Another stated that it had no substantial problems with *eircom*'s proposals as they attempt to make the STRPL clearer to understand for the unfamiliar user. Billing staff who were regular users of the STRPL should still be able to understand the tables.

The third respondent (*eircom*) did not accept ComReg's alternative approach in its entirety, but offered to meet with ComReg to develop further proposals.

This respondent agreed with the majority of the minor proposed text changes. In addition the respondent proposed the following changes:-

- The insertion of a version control table as exist in the RIO

- Reword the first sentence of the first paragraph as follows: "The *eircom* Switched Transit Routing Price List is published on the *eircom* Wholesale web site."

- Insert "Price" in between the first two words of the fourth paragraph.

- Move the paragraph beginning with "The charges relevant…") as first paragraph of the section headed by Charging.

- In that same (moved) paragraph change the first sentence as follows: "The charges relevant to each service are listed in the remaining tables below".

- Remove the sentence "This price list is effective from the 9th September 2003 but many of the listed rates have been effective for some time prior to that date".

- Delete the section on Serving Network Functionality in full as the pricing element is no longer valid.

- Delete Appendix A as the de-averaged NTC rates do not impact originating operators.

11.1.2 Commission's Position

ComReg accepts the all of the text changes proposed by the respondent. As discussed in Section 3.6 ComReg rejects the suggestion to remove Appendix A from the STRPL.

ComReg met with *eircom* who offered a further redraft of the presentation of the tables, which incorporated particular aspects of ComReg's suggestions and constructive debate led to further elucidation. *Eircom* have now produced an additional redraft bringing together the best ideas of both parties. This is attached in the accompanying RIO document and provides substantial additional clarity as to the principles at work, while remaining a practical source document for billing functions. It is also much shorter and simpler.

ComReg would like to thank *eircom* staff involved in this exercise for their considerable help in this issue and would like to adopt this latest draft for use in the RIO with only the most minor drafting changes which have been included in the revised STRPL in the accompanying RIO document.

Draft Decision No. 29.
eircom is directed to publish the Switched Transit Routing Price List in the format contained in the accompanying RIO document. This decision is to take effect thirty days from the date of the Decision Notice.

12 Next Steps

ComReg would welcome any comments from interested parties on the draft decisions outlined in this paper. All responses to this call for comments should be returned to ComReg by post, facsimile or e-mail on or before 5:30p.m.on 17 June 2004.

Reference: Submission re ComReg's Review of the text of eircom's RIO.

FREEPOST
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Appendix A – Legislation relevant to this Response to Consultation and Draft Decision

Under current Irish and EU legislation, an operator who is designated as having significant market power ('SMP') is subject to a number of obligations including the requirement to permit other authorised operators ('OAOs') to interconnect with its network. To facilitate this process, one of the obligations that a SMP operator has is to publish a Reference Interconnect Offer ('RIO') that sets out the terms and conditions for interconnection and the prices to be charged. The contents and production of the RIO are subject to various statutory requirements, compliance with which is overseen by ComReg.

Eircom is an operator designated as having SMP in the relevant market for interconnection. Notwithstanding the revocation of the pre-existing regulatory framework to be found in Regulation 38(3) of the Framework Regulations, and pending completion of the market analysis, *eircom* continues, under Regulation 8 of the Access Regulations and Regulation 13 of the USO Regulations, to be subject to the obligations set out in the European Communities (Interconnection in Telecommunications) Regulations, 1998 (S.I. No. 15 of 1998) as amended.

In issuing the Response to Consultation and the Draft Decision(s) concerning the RIO, ComReg is exercising its power to issue directions pursuant to Regulation 17 of the Access Regulation and Regulation 31 of the USO Regulations, ComReg may, for the purpose of further specifying requirements to be complied with relating to an obligation imposed by or under the Access Regulations or the USO Regulations, issue directions to an undertaking to do or refrain from doing anything which ComReg specifies in the direction.

ComReg have also taken account of its statutory objectives which are set out in Section 12 of the Communications Regulations Act, 2002.

In addition, ComReg are acting in accordance with the policy directions directed to ComReg on Friday 21 February 2003 and 26th March 2004 by Dermot Ahern T.D., Minister for Communications, Marine and Natural Resources. In particular, ComReg has taken account of the Minister's policy directions on: promoting competition; industry sustainability; regulation only where necessary; regulatory impact assessment and consistency with other Member States.

Appendix B – List of Draft Directions and Decisions

For ease of reference, the following sets out a list of Draft Decisions set out in this Draft Decision Notice

List of Draft Decisions

Draft Decision No. 1. 7
eircom is directed to adjust its Reference Interconnect Offer to incorporate the revised RIO Document accompanying this Draft Decision Notice. This decision is to take effect thirty days from the date of the Decision Notice. 7
Draft Decision No. 2. 10
eircom is directed to amend Clause 2 of the Core RIO document in accordance with the changes to Clause 2 set out in the RIO document attached. This decision is to take effect thirty days from the date of the Decision Notice. 10
Draft Decision No. 3. 10
eircom is directed to physically remove the following documents from the Core RIO document and to publish these documents as stand alone documents on the eircom wholesale website: the RIO Non Disclosure Agreement, the Network Plan, the SLA for Interconnect Paths, the CLI Code of Practice, the SLAs for Non Geographic Number Portability and Carrier Pre Selection and forms (Billing forms and Order forms for Interconnect paths and PPCs). These documents remain part of eircom's Interconnect Agreement through their reference in Clause 2 of eircom's RIO. This decision is to take effect thirty days from the date of the Decision Notice. 10
Draft Decision No. 4. 11
Eircom is directed to ensure that all RIO related documents are available on its wholesale website in a transparent manner so as to allow new entrants seeking interconnect and existing interconnect customers easy access to these RIO documents. This decision is to take effect thirty days from the date of the Decision Notice. 11
Draft Decision No. 5. 12
eircom is directed to amend Clause 9.2 of the Core RIO document in accordance with the changes to Clause 9.2 set out in the RIO document attached. This decision is to take effect thirty days from the date of the Decision Notice. 12
Draft Decision No. 6. 13
eircom is directed to amend Clause 11 of the Core RIO document in accordance with the changes to Clause 11 set out in the RIO Document attached. This decision is to take effect thirty days from the date of the Decision Notice. 13
Draft Decision No. 7. 15
eircom is directed to amend Clause 18 of the Core RIO document in accordance with the changes to Clause 18 set out in the RIO Document attached. The effective date of this decision is thirty calendar days from the date of the Decision Notice. 15
Draft Decision No. 8. 19
eircom is directed to amend the Amendments clause of the Core RIO Document in accordance with the changes to the Amendments Clause set out in the RIO Document attached. This decision is to take effect thirty days from the date of the Decision Notice. 19
Draft Decision No. 9. 22
ComReg directs that the principles underlying the Credit Assessment and Credit Risk Management clause in eircom's RIO are: 22
Draft Decision No. 10. 23
eircom is directed to amend the Credit Assessment and Credit Risk Management clause of the Core RIO Document in accordance with the changes to the Credit

Assessment and Credit Risk Management Clause set out in the RIO Document attached. This decision is to take effect thirty days from the date of the Decision Notice. 23
Draft Decision No. 11. 23
eircom is directed to publish its credit vetting policy statement and credit assessment and risk management process on its wholesale website within 30 calendar days of this Decision Notice. Any amendments to this methodology or policy in the future should be provided to OAOs. 23
Draft Decision No. 12. 28
eircom is directed to amend Annex A of the core RIO document in accordance with the changes to Annex A as set out in the RIO document attached. This decision is to take effect thirty days from the date of the Decision Notice. 28
Draft Decision No. 13. 28
eircom is directed to adjust its RIO to include a reference to Carrier Pre Selection in the definitions for "Call origination", "eircom Call Origination Primary Charge", "*eircom* Call Origination Tandem Charge" and "*eircom* Call Origination Double Tandem Charge" as set out in the RIO document attached. This decision is to take effect thirty days from the date of the Decision Notice. 28
Draft Decision No. 14. 30
eircom is directed to amend Clause 3.2 of Annex B in the Core RIO Document in accordance with the changes to Clause 3.2 of Annex B set out in the RIO Document attached. This decision is to take effect thirty days from the date of the Decision Notice. 30
Draft Decision No. 15. 31
eircom is directed to amend Clause 3.7 of Annex B in the Core RIO Document in accordance with the changes to Clause 3.7 of Annex B set out in the RIO Document attached. This decision is to take effect thirty days from the date of the Decision Notice. 31
Draft Decision No. 16. 32
eircom is directed to amend Clause 5.5 of Annex B in the Core RIO Document in accordance with the changes to Clause 5.5 of Annex B set out in the RIO Document attached. This decision is to take effect thirty days from the date of the Decision Notice. 32
Draft Decision No. 17. 34
eircom is directed to adjust its RIO in accordance with the revised layout of Annex C service schedules as set out in the RIO document attached. This decision is to take effect thirty days from the date of the Decision Notice. 34
Draft Decision No. 18. 34
eircom is directed to remove the Paging Service Access service schedule from its RIO. This decision is to take effect thirty days from the date of the Decision Notice. 34
Draft Decision No. 19. 35
ComReg directs eircom to remove the charges set out in Service Schedules 120, 301, 302 and 303 in the core RIO document and to include these charges in eircom's RIO Price list. This decision is to take effect thirty days from the date of the Decision Notice. 35
Draft Decision No. 20. 37
eircom is directed that the eircom Call Origination and Termination Routing Scheme should form part of eircom's Interconnect Agreement via clause 2 of eircom's RIO. The *eircom* Call Origination and Termination Routing Scheme should still be published as a standalone document on eircom's wholesale website. This decision is to take effect thirty days from the date of the Decision Notice. 37
Draft Decision No. 21. 38
eircom is directed to amend Service Schedules 109, 110, 121, 122, 209, 210, 221 and 222 in the Core RIO Document in accordance with the changes to these

service schedules set out in the RIO Document attached. This decision is to take effect thirty days from the date of the Decision Notice. 38
Draft Decision No. 22. 39
eircom is directed to amend Service Schedule 120 of the Core RIO Document in accordance with the changes to Service Schedule 120 set out in the RIO Document attached. This decision is to take effect thirty days from the date of the Decision Notice. 39
Draft Decision No. 23. 40
eircom is directed to amend Service Schedules 301 and 303 of the Core RIO Document in accordance with the changes to these service schedules set out in the RIO Document attached. This decision is to take effect thirty days from the date of the Decision Notice. 40
Draft Decision No. 24. 41
eircom is directed to amend Service Schedule 302 of the core RIO document in accordance with the changes to Service Schedule 302 as set out in the RIO document attached. This decision is to take effect thirty days from the date of the Decision Notice. 41
Draft Decision No. 25. 47
Eircom is directed to adjust its RIO Non Disclosure Agreement in accordance with the changes to the Non Disclosure Agreement set out in the RIO document attached. This decision is to take effect thirty days from the date of the Decision Notice. 47
Draft Decision No. 26. 50
eircom is directed to adjust the Calling Line Identification Code of Practice in accordance with the changes to the Calling Line Identification Code of Practice set out in the RIO Document attached. This decision is to take effect thirty days from the date of the Decision Notice. 50
Draft Decision No. 27. 52
Eircom is directed to amend the RIO Price List introductory text in accordance with the changes to the Price List introductory text outlined in the RIO Document attached. This decision is to take effect thirty days from the date of the Decision Notice. 52
Draft Decision No. 28. 54
Eircom is directed to standardise and simplify the format of eircom Price List tables according to the following principles: 54
Rates should be shown in EURO; 54
For all services, the period for which the price is effective should be stated clearly, where applicable; 54
Prices should be rounded to 4 decimal places for traffic related rates (per call and per minute charges), and rounded to 2 decimal places for all other charges; 54
The same terminology should be used for all services; 54
The status of the eircom rate should be shown in all tables. 54
All tables in the eircom RIO Price List should be amended to comply with this Decision. 54
This decision is to take effect thirty days from the date of the Decision Notice. 54
Draft Decision No. 29. 56
eircom is directed to publish the Switched Transit Routing Price List in the format contained in the accompanying RIO document. This decision is to take effect thirty days from the date of the Decision Notice. 56