



PUBLICATIONS

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Interconnection Guidelines

ISSUED BY THE AUTHORITY

UNDER SECTION 43 OF THE TELECOMMUNICATIONS ACT 1996

1. Definitions

1.1 In these Guidelines the following words will have the meaning given to them unless the context otherwise requires:

Calling Line Identity (CLI) means the information generated by a telecommunications system which identifies the calling number

and forwards that information through that telecommunications system and an interconnected telecommunications system.

Customer means a retail end user customer of the provider of a telecommunications service.

Customer Service means a telecommunications or related service which is facilitated in whole or in part by interconnection.

Essential Service means an interconnect service declared by the Authority in writing to be an essential service for the purposes of these Guidelines.

Interconnect Capacity means dedicated unswitched transmission capacity and other facilities for connecting the telecommunications systems of two telecommunications service providers so that telecommunications services may be passed efficiently between

those systems.

Interconnect Provider means a provider of a telecommunications service who is required to provide interconnection under Section 43 of the Telecommunications Act.

Interconnecting Operator means a provider of a telecommunication service who has interconnected or has requested that it be able to interconnect its telecommunications system to the telecommunications system of an Interconnect Provider.

Interconnection Agreement means an agreement (whether entered into before or after the date of these guidelines) in relation to the interconnection of telecommunication systems.

Interconnection Information means information in the possession or control of the Interconnect Provider that relates to an interconnection request and which may assist the Interconnecting Operator:

(a) to better formulate its request for interconnection;

(b) to plan, establish or maintain its telecommunication system or a

telecommunication service for the purpose of interconnection including, but not limited to:

i. technical, traffic and other relevant information;

ii. system and facilities specifications; and

iii. any material changes to that information or specifications which may impact on the Interconnecting Operator's interconnection arrangements or the services it intends to provide to customers by means of that interconnection.

Major Operator in relation to a form of interconnection means a

telecommunications service provider declared by the Authority to be a major operator for that form of interconnection.

Ministerial Guidelines means the Ministerial Determination on Interconnection Guidelines dated 7 May 1997 Notice 771 of 1997.

POI means a Point of Interconnection that is a location that constitutes a point of demarcation between the telecommunication systems of an Interconnect Provider and an Interconnecting Operator

Private Operator means the provider of a private telecommunication network.

Public Operator means the provider of a public fixed telecommunications service or a public mobile cellular telecommunications service.

Service Provider means a provider of a telecommunications service other than a Public Operator or a Private Operator.

Telecommunications Act means the Telecommunications Act 1996 (Act No 103 of 1996) as amended.

Third Anniversary Date means 7 May 2000 the date of expiry of the Ministerial Guidelines as calculated under section 43(3)(c) of the Telecommunications Act.

1.2 Words used in these Guidelines that are not defined by these Guidelines but are defined by the Telecommunications Act shall have the meaning given to them by the Telecommunications Act.

2. Application of Interconnection Guidelines

2.1 Subsection 43(3) of the Telecommunications Act requires the Authority to prescribe guidelines relating to the form and content of Interconnection Agreements including amongst other matters:

- a. the time by or period within which interconnection is to be carried out;
- b. the quality or level of service to be provided by the means of one telecommunication system for the other telecommunication service; and

c .the fees and charges payable for such interconnection.

2.2 These Guidelines:

a. are issued by the Authority under subsection 43(3) of the Telecommunications Act;

b. will be applied by the Authority in the manner contemplated by section 43 of the Telecommunications Act;

c. are intended to outline parts of the form and content of Interconnection Agreements;

d. apply to all Interconnect Providers and Interconnecting Operators although specific parts of these Guidelines apply only to certain Interconnect Providers or certain Essential Services;

e. do not restrict a person's rights under section 43 of the Telecommunications Act; and

f. may be varied by the Authority from time to time by notice in the Gazette.

2.3 These Guidelines are intended to provide guidance to interconnecting parties and are not intended:

a. to limit the matters which may be dealt with in an Interconnection Agreement but to provide a minimum set of issues which should be addressed.

b. to prevent or delay parties from negotiating or entering into bilateral or multilateral agreements which deal with matters not addressed in these Guidelines.

2.4 Prior to the Third Anniversary Date the Ministerial Guidelines shall prevail where applicable, over these Guidelines in respect of interconnection to

Telkom SA Ltd. These Guidelines shall replace the Ministerial Guidelines in their entirety from the Third Anniversary Date.

2.5 If anything in these Guidelines is inconsistent with the Ministerial Guidelines then:

- a. before Third Anniversary Date it will be applied so that it is consistent with the Ministerial Guidelines; and
- b. after the Third Anniversary Date it will be construed in accordance with its ordinary meaning.

3. Contents of Agreements between Public Operators

3.1 A written Interconnection Agreement between Public Operators must include each of the following matters unless it is not relevant to the form of interconnection that has been requested:

- a. the scope and specification of interconnection;
- b. access to all ancillary or supplementary services or access to and use of premises or land that may assist in the provision or support of interconnection or Customer Services;
- c. service levels and the maintenance of end-to-end quality of service;
- d. charges for interconnection
- e. billing and settlement procedures;
- f. ordering, forecasting, provisioning and testing procedures;
- g. the provision of POI, Interconnect Capacity and colocation;
- h. the transmission of CLI and the provision of Network Information;
- i. the provision of information regarding system modernisation or rationalisation;
- j. technical specifications, standards and interoperability tests;
- k. traffic and system management, maintenance and measurement;
- l. information handling and confidentiality;

m. duration and renegotiation; and

n. dispute resolution procedures.

4. Promotion of use of services and facilities

The terms and conditions of an Interconnection Agreement must in the opinion of the Authority promote the increased public use of telecommunications services or more efficient use of telecommunication facilities.

5. Interconnection agreements not to preclude rights

5.1 An Interconnection Agreement must not:

a. seek to preclude or frustrate the exercise of any statutory powers or prevent any person from seeking the exercise of statutory powers;

b. impose any penalty, obligation or disadvantage on a person for seeking the exercise of any statutory powers;

c. prohibit a person from providing a interconnection service which that person is lawfully able to provide; or

d. frustrate the provision of a telecommunications service by a person which that person is lawfully able to provide.

5.2 A service acquired as part of interconnection may be used for any lawful purpose.

5.3 An Interconnecting Operator may at any time request that an Interconnect Provider vary any term or condition of an Interconnection Agreement. An

Interconnect Provider may refuse that request but if it does so this will be a dispute for the purposes of section 43 of the Telecommunications Act.

6. Requests for further Interconnection and good faith negotiations

6.1 An Interconnection Provider must provide Interconnection Information to an Interconnecting Operator that reasonably requests that Interconnection

Information. An Interconnection Provider need not provide Interconnection

Information if the Authority determines that it is not to be provided.

6.2 The parties to an Interconnection Agreement must negotiate in good faith and use their reasonable endeavours to resolve all disputes relating to the form of interconnection the subject of that agreement or any other form of interconnection.

7. Maintenance of Any to Any Connectivity

7.1 The terms of each Interconnection Agreement must facilitate interconnection in a manner which promotes any to any connectivity including by ensuring that:

- a. A customer of an Interconnecting Operator is able to call a Customer of any other telecommunications service provider on a non-discriminatory basis; and
- b. the transmission of calls across and within telecommunications systems should be seamless to both the calling and called parties.

7.2 An Interconnect Provider may not terminate an Interconnection Agreement unless:

- a. the termination is for fundamental breach of the Interconnection Agreement or the expiry of the term of that agreement;
- b. the Interconnect Provider gives reasonable written notice of its intention to terminate specifying the grounds of termination and, in the case of breach, requiring that the breach be remedied within the following notice period;
 - i. Service Providers - not less than one month; and
 - ii. Public Operators or Private Operators not less than 3 months; and
- c. the Interconnecting Operator has been given the opportunity to remedy the breach and has failed to do so.

d. An Interconnect Provider of an Essential Service may not terminate an Interconnection Agreement without the Authority's consent.

7.3 An Interconnection Agreement must not allow the suspension of interconnection except where this is necessary to address material degradation of telecommunications systems or services.

7.4 An Interconnection Agreement must establish termination and suspension procedures that minimise any adverse affect of that termination or suspension on Customers.

8. Non-Discrimination principles

8.1 An Interconnect Provider must treat each:

a. Interconnecting Operator on a basis that is non-discriminatory and no less favourable than the treatment which the Interconnection Provider affords to its subsidiaries, its affiliates, or other similarly situated telecommunications service providers;

b. telecommunication service of an Interconnecting Operator on a basis that is non-discriminatory and no less favourable than the treatment which the Interconnect Provider affords to telecommunication services of itself, its affiliates, or other similarly situated telecommunications service providers;

c. Customer of an Interconnecting Operator on a basis that is non- discriminatory and no less favourable than the treatment which the Interconnect Provider affords to its own Customers or the Customers of its subsidiaries, its affiliates, or other similarly situated telecommunications service providers.

9. Quality of service

9.1 An Interconnection Agreement will contain services levels that reflect good interconnection practice and provide reasonable remedies for any failure to meet those service levels.

9.2 The parties to an Interconnection Agreement will comply with all relevant standards of the International Telecommunications Union and such other technical standards as the Authority may determine from time to time.

10. Interconnection Charging Structure

10.1 Charges for interconnection must be structured to match the pattern of underlying costs incurred and to distinguish and separately price the

following aspects of interconnection:

- a. fixed once off charges for the establishment and implementation of physical interconnection;
- b. periodic rental charges for use of facilities, equipment and resources including Interconnect Capacity; and
- c. variable charges for telecommunications services and supplementary services.

10.2 All charges for interconnection shall be transparent and sufficiently unbundled so that the Interconnecting Operator does not have to pay for any thing that it does not require for that interconnection.

10.3 Charges for interconnection must not exceed retail charges for the provision of the equivalent services or facilities to be provided by that interconnection.

10.4 An Interconnecting Operator is free to acquire services from an

Interconnect Provider at any retail price offered by the Interconnect Provider without prejudice to any rights to acquire the same or similar services under an Interconnection Agreement.

10.5 Interconnection charges that are found by the Authority at any time to not comply with these guidelines may be varied by determination of the Authority.

10.6 An Interconnection Agreement must provide for a determination of the Authority to operate retrospectively if the Authority so determines.

11. Interconnection Charges

11.1 Major Operators of Essential Services must provide those Essential Services for interconnection to any requesting Public Operator at the long run incremental cost (LRIC) of those Essential Services.

11.2 LRIC is to be calculated on the basis of relevant forward looking economic

costs calculated for an efficient telecommunications service provider and including a cost of capital. LRIC will be calculated in accordance with such principles as the Authority may issue from time to time.

11.3 Major Operators of Essential Services must provide those Essential

Services for interconnection to Service Providers at no more than the Major Operators best retail prices less avoidable costs provided that this price is not less than the LRIC of the Major Operator.

11.4 Major Operators may charge Service Providers no more than the fully allocated costs of the Major Operator for establishing a POI.

12. Efficient Provisioning

12.1 The forecasting, ordering and provisioning of interconnection must be

efficient and occur within reasonable time frames and must not include any unnecessary or inefficient steps.

12.2 The facilities or systems required for interconnection shall be provided in sufficient capacity to enable the efficient transfer of signals between interconnected telecommunication systems.

12.3 An Interconnecting Operators' request for interconnection should be given reasonable priority over the Customer orders of the Interconnect Provider.

13. Requests for New Services and system change

13.1 Where an Interconnecting Operator requests a new form of interconnection it must request that new form of interconnection in writing and provide the Interconnect Provider with reasonable information in relation to the following matters:

- a. the form of interconnection;
- b. the approximate date the interconnection is required; and
- c. an estimate of the capacity required.

13.2 All requests for new interconnection services shall be filed with the Authority.

13.3 The Interconnect Provider must inform the Interconnecting Operator in

writing within 15 calendar days of the provision of the information:

- a. whether it is willing and able to supply the form of interconnection; and
- b. whether it will be able to do so within the time frames required by the Interconnecting Operator.

13.4 Where the Interconnect Provider has informed the Interconnecting Operator that it is able to provide the interconnection it must ensure that the system conditioning and provisioning procedures required to provide that interconnection are undertaken within the time required by the

Interconnecting Operator.

13.5 A Major Operator that is an Interconnect Provider must provide six (6) months notice to Interconnecting Operators of planned changes to its telecommunications system that may materially impact the telecommunications services of the Interconnecting Operator.

14. Establishment and Location of POIs

14.1 POIs must be established and maintained at any technically feasible point in a Major Operator's system requested by an Interconnecting Operator.

14.2 The Interconnecting Operator must provide sufficient details to the Interconnection Provider in relation to a POI to enable the Interconnect Provider to assess what system conditioning may be required and to estimate the costs of establishing the POI.

14.3 POIs shall be established as soon as practicable following a request and in any case not later than forty five (45) calendar days from the date of the request.

14.4 Where interconnection occurs between Public Operators each Public Operator must bear its own port, datafill and switch costs to support the POI and the parties shall share the cost of the Interconnect Capacity equally.

14.5 Where a party seeking interconnection from a Major Operator requests that facilities be co-located with the facilities of the Major Operato, such

co-location shall be provided unless it is technically infeasible.

14.6 CLI and all necessary signalling data shall be passed between interconnecting parties in accordance with accepted international standards and all codes of conduct issued by the Authority.

15. Inter-Operator Working Group

15.1 The parties to an Interconnection Agreement will form appropriate working groups to discuss matters relating to interconnection and to resolve any disputes that may arise.

16. Confidentiality

16.1 All confidential information provided by a party to another party in relation to interconnection must:

- a. be kept confidential and only used in relation to the provision of interconnection except where the disclosure is authorised by the other party, authorised or required by law or is disclosed to the Authority; and
- b. only be disclosed to employees, agents or advisers who need to know that information for the purpose of the provision of interconnection or advising thereon.

16.2 Confidential information of a party received by the other party in relation to interconnection or information generated by the telecommunications system of a party as a result of providing interconnection must not be disclosed to any person involved in the development or provision of retail services of the other party or its subsidiaries or affiliates.

16.3 Confidentiality provisions of an Interconnection Agreement must not prevent or frustrate the public disclosure of any Interconnection Agreement by the Authority.

17. Transparency of Agreements

Where a major operator has entered into a written interconnection

agreement for a particular interconnection service, the operator shall make that agreement publicly available.

18. Procedures

18.1 The Authority is to be advised by the requesting party of any new request for an interconnection agreement with a Major Operator.

2. Prior to an operator or operators referring a dispute as to reasonableness or inability to negotiate to the Authority for a formal determination, either party may request the Authority's assistance in resolving the dispute through mediation.

18.3 Disputes between operators as to the reasonableness of a request for interconnection are to be referred to the Authority for a decision as to the reasonableness of the request.

18.4 Where an operator claims that another operator is unwilling to negotiate or agree on any term or condition on which interconnection is to be provided, the issue is to be submitted to the Authority for decision.

18.5 Where an operator or any other person alleges that there has been a contravention or failure to comply with:

the provisions of the Act;

the appropriate Guidelines; or

an interconnection agreement;

then the Authority shall investigate and make a decision in response to the allegation.

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Interconnect Capacity means dedicated unswitched transmission capacity and other facilities for connecting the telecommunications systems of two telecommunications service providers so that telecommunications services may be passed efficiently between those systems.

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Interconnection Information means information in the possession or control of the Interconnect Provider that relates to an interconnection request and which may assist the Interconnecting

Operator:

(a) to better formulate its request for interconnection;

(b) to plan, establish or maintain its telecommunication system or a

telecommunication service for the purpose of interconnection including, but not limited to:

i. technical, traffic and other relevant information;

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may impact on the Interconnecting Operator's interconnection

arrangements or the services it intends to provide to customers

by means of that interconnection.

Major Operator in relation to a form of interconnection means a telecommunications service provider declared by the Authority to be a major operator for that form of interconnection.

Ministerial Guidelines means the Ministerial Determination on Interconnection Guidelines dated 7 May 1997 Notice 771 of 1997.

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- d. apply to all Interconnect Providers and Interconnecting Operators although specific parts of these Guidelines apply only to certain Interconnect Providers or certain Essential Services;
- e. do not restrict a person's rights under section 43 of the Telecommunications Act; and

f. may be varied by the Authority from time to time by notice in the Gazette.

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- a. to limit the matters which may be dealt with in an Interconnection Agreement but to provide a minimum set of issues which should be addressed.
- b. to prevent or delay parties from negotiating or entering into bilateral or multilateral agreements which deal with matters not addressed in these Guidelines.

2.4 Prior to the Third Anniversary Date the Ministerial Guidelines shall prevail where applicable, over these Guidelines in respect of interconnection to Telkom SA Ltd. These Guidelines shall replace the Ministerial Guidelines in their entirety from the Third Anniversary Date.

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3. Contents of Agreements between Public Operators

3.1 A written Interconnection Agreement between Public Operators must include each of the following matters unless it is not relevant to the form of interconnection that has been requested:

- a. the scope and specification of interconnection;
- b. access to all ancillary or supplementary services or access to and use of premises or land that may assist in the provision or support of

- interconnection or Customer Services;
- c. service levels and the maintenance of end-to-end quality of service;
- d. charges for interconnection
- e. billing and settlement procedures;
- f. ordering, forecasting, provisioning and testing procedures;
- g. the provision of POI, Interconnect Capacity and colocation;
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- a. seek to preclude or frustrate the exercise of any statutory powers or prevent any person from seeking the exercise of statutory powers;
- b. impose any penalty, obligation or disadvantage on a person for seeking the exercise of any statutory powers;
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which that person is lawfully able to provide; or

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- b. the Interconnect Provider gives reasonable written notice of its intention to terminate specifying the grounds of termination and, in the case of breach, requiring that the breach be remedied within the following notice period;
 - i. Service Providers - not less than one month; and
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- d. An Interconnect Provider of an Essential Service may not terminate an Interconnection Agreement without the Authority's consent.

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7.4 An Interconnection Agreement must establish termination and suspension procedures that minimise any adverse affect of that termination or suspension on Customers.

8. Non-Discrimination principles

8.1 An Interconnect Provider must treat each:

- a. Interconnecting Operator on a basis that is non-discriminatory and no less favourable than the treatment which the Interconnection Provider affords to its subsidiaries, its affiliates, or other similarly situated telecommunications service providers;
- b. telecommunication service of an Interconnecting Operator on a basis that is non-discriminatory and no less favourable than the treatment which the Interconnect Provider affords to telecommunication services of itself, its affiliates, or other similarly situated telecommunications service providers;

c. Customer of an Interconnecting Operator on a basis that is non-discriminatory and no less favourable than the treatment which the Interconnect Provider affords to its own Customers or the Customers of its subsidiaries, its affiliates, or other similarly situated telecommunications service providers.

9. Quality of service

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10.1 Charges for interconnection must be structured to match the pattern of underlying costs incurred and to distinguish and separately price the following aspects of interconnection:

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- b. periodic rental charges for use of facilities, equipment and resources including Interconnect Capacity; and
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Interconnect Provider at any retail price offered by the Interconnect Provider without prejudice to any rights to acquire the same or similar services under an Interconnection Agreement.

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11. Interconnection Charges

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11.2 LRIC is to be calculated on the basis of relevant forward looking economic costs calculated for an efficient telecommunications service provider and including a cost of capital. LRIC will be calculated in accordance with such principles as the Authority may issue from time to time.

11.3 Major Operators of Essential Services must provide those Essential Services for interconnection to Service Providers at no more than the Major Operators best retail prices less avoidable costs provided that this price is not less than the LRIC of the Major Operator.

11.4 Major Operators may charge Service Providers no more than the fully allocated costs of the Major Operator for establishing a POI.

12. Efficient Provisioning

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12.2 The facilities or systems required for interconnection shall be provided in sufficient capacity to enable the efficient transfer of signals between interconnected telecommunication systems.

12.3 An Interconnecting Operators' request for interconnection should be given reasonable priority over the Customer orders of the Interconnect Provider.

13. Requests for New Services and system change

13.1 Where an Interconnecting Operator requests a new form of interconnection it must request that new form of interconnection in writing and provide the Interconnect Provider with reasonable information in relation to the following matters:

- a. the form of interconnection;
- b. the approximate date the interconnection is required; and
- c. an estimate of the capacity required.

13.2 All requests for new interconnection services shall be filed with the Authority.

13.3 The Interconnect Provider must inform the Interconnecting Operator in writing within 15 calendar days of the provision of the information:

- a. whether it is willing and able to supply the form of interconnection; and
- b. whether it will be able to do so within the time frames required by the Interconnecting Operator.

13.4 Where the Interconnect Provider has informed the Interconnecting Operator that it is able to provide the interconnection it must ensure that the system conditioning and provisioning procedures required to provide that interconnection are undertaken within the time required by the Interconnecting Operator.

13.5 A Major Operator that is an Interconnect Provider must provide six (6) months notice to Interconnecting Operators of planned changes to its telecommunications system that may materially impact the telecommunications services of the Interconnecting Operator.

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14.1 POIs must be established and maintained at any technically feasible point in a Major Operator's system requested by an Interconnecting Operator.

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14.3 POIs shall be established as soon as practicable following a request and in any case not later than forty five (45) calendar days from the date of the request.

14.4 Where interconnection occurs between Public Operators each Public Operator must bear its own port, datafill and switch costs to support the POI and the parties shall share the cost of the Interconnect Capacity equally.

14.5 Where a party seeking interconnection from a Major Operator requests that facilities be co-located with the facilities of the Major Operator, such co-location shall be provided unless it is technically infeasible.

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16.2 Confidential information of a party received by the other party in relation to interconnection or information generated by the telecommunications system of a party as a result of providing interconnection must not be disclosed to any person involved in the development or provision of retail services of the other party or its subsidiaries or affiliates.

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agreement for a particular interconnection service, the operator shall make that agreement publicly available.

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2. Prior to an operator or operators referring a dispute as to reasonableness or inability to negotiate to the Authority for a formal determination, either party may request the Authority's assistance in resolving the dispute through mediation.

18.3 Disputes between operators as to the reasonableness of a request for interconnection are to be referred to the Authority for a decision as to the reasonableness of the request.

18.4 Where an operator claims that another operator is unwilling to negotiate or agree on any term or condition on which interconnection is to be provided, the issue is to be submitted to the Authority for decision.

18.5 Where an operator or any other person alleges that there has been a contravention or failure to comply with:

the provisions of the Act;

the appropriate Guidelines; or

an interconnection agreement;

then the Authority shall investigate and make a decision in response to the allegation.



Issued by the Communications Department of SATRA.
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