ANNEX (1)

Batelco comments on the draft Interconnection, Infrastructure Sharing and Mobile National Roaming Instructions

General Comments:

- We fully endorse the inclusion of infrastructure sharing as a vital mechanism for promoting competition within the telecommunications market. Infrastructure sharing fosters a more competitive environment, ensuring that all operators can access the necessary resources to compete effectively. This directly benefits consumers by enhancing service quality, expanding coverage, and increasing choices available to them.
- However, to ensure that infrastructure sharing is implemented fairly, it is essential that the regulatory framework includes robust enforcement mechanisms to prevent anti-competitive behaviors. Without these measures, Owning Licensees may impose unfavorable terms or excessive pricing, ultimately undermining the intended purpose of these instructions. We strongly urge the TRC to ensure that Owning Licensees are not able to take advantage of vaguely defined terms or engage in practices that would stifle competition and limit consumer benefits.
- Furthermore, clear and transparent pricing guidelines, along with a fast-track dispute resolution process, are necessary to prevent delays and ensure that the Licensees can access infrastructure on equitable terms. This will promote a level playing field across the market, preventing dominant players from controlling access to critical infrastructure through unreasonable pricing or terms, and thus, hindering market growth and innovation.

- The draft Infrastructure Sharing Instructions do not distinguish between infrastructure sharing as a standalone service and infrastructure sharing combined with collocation for Licensees requesting interconnection services to physically interconnect with the equipment of the Owning Licensee. It is essential that these two services are clearly defined in the instructions, along with the relevant obligations for all licensees and those specific to Designated Licensees.
- The draft Infrastructure Sharing Instructions do not adequately address the competitive challenges posed by exclusive agreements that certain licensed operators establish with property owners or developers of private, public, or commercial facilities. These agreements create barriers to entry and exclude competitors from these geographic markets by restricting access for other operators. As a result, end-users are deprived of competitive service options. Additionally, such exclusivity arrangements often lead to discriminatory pricing and inflated costs for other operators, making it financially unviable for them to provide services in these areas.
- To address the above concern, we propose the following amendments to the instructions:
    - **Definition of Critical Property**: A facility, whether private or public, where Telecommunications Network Facilities are provided exclusively or predominantly by one or more licensed operators. In such properties, it is economically, technically, or procedurally impractical for competing operators to deploy similar Telecommunications Network Facilities.
    - Adding a new article to the obligations section (3.Rules applicable to Designated Licensees) as follows: " In instances where Telecommunications Network Facilities are deployed, owned, or operated under an exclusive agreement by a particular service provider within a Critical Property, these facilities shall be classified as critical facilities. The service provider operating in such a Critical Property shall be designated as a dominant licensee within the defined geographical boundary of the property (Site) and shall be subject to the Infrastructure Sharing Instructions stipulated in these regulations."

The above proposed amendment ensures that any Telecom Network Facilities established under exclusive agreements in private or public properties are deemed critical for regulatory purposes. This classification is designed to mitigate anti-competitive practices and guarantee equitable access for all licensed operators.

Specific comments:

Main Body

#	Article	Comment
4. Definitions		
	Collocation means the provision of physical space and technicalfacilities necessary to accommodate and connect the relevant equipement of another Licensee seeking access.	According to the draft interconnection instructions, Collocation is not linked to infrastructure sharing, though it should be integrated with infrastructure sharing for interconnected services that require collocation. Therefore, collocation should be mandatory for all licensees when seeking access for interconnection with another licensee, particularly for services where a licensee has been designated as dominant, such as wholesale call termination. These services rely on collocation to facilitate interconnection at the Point of Interconnection (PoI) at the host licensee's site.
	Host Mobile Operator means a mobile operator on whose system or network a subscriber roams by means of roaming arrangements by the Hosted Mobile Operator.	
	Hosted Mobile Operator means the mobile operator with which a subscriber has a direct contractual relationship for access to and use of mobile services.	
	IP-based network means a Telecommunications System in which Internet Protocol is used as the Open System Interface (OSI) layer 3 protocol (OSI Reference Model).	The definition should not limit the IP-based networks to only layer 3 protocol, it should include a variety of protocols and services across multiple layers. This would give a fuller picture of how these networks function in practice, especially in interconnection settings where

		multiple layers of communication may be involved (e.g., transport, physical, data link layers). Accordingly, we suggest amending the definition as follows: **IP-based network** means a Telecommunications System in which Internet Protocol is the primary protocol used for routing and data exchange, typically at Layer 3 of the Open System Interface (OSI) Reference Model, and may involve protocols operating at higher layers for end-to-end communication.
	Sharing Agreement means an agreement between an Owning Licensee and a Sharing Licensee for sharing the Owning Licensee's Telecommunications Network Facilities.	The instructions do not distinguish between infrastructure sharing as an independent service and infrastructure sharing for interconnection purposes. Both services should be clearly defined in the instructions, along with the obligations that apply to all licensees and those specific to designated licensees. To clarify, Infrastructure Sharing must be mandatory for all licensees seeking interconnection with another licensee, particularly for services where a licensee has been designated as dominant, such as Wholesale Call Termination, Wholesale Broadband Access, or other defined interconnection services. In this regard, wholesale collocation and infrastructure should be included in the Reference Interconnection Offer (RIO) and addressed within the Interconnection Agreement. Conversely, access to infrastructure as a standalone service should be governed by the terms of the Sharing Agreement.
5. Dispute Resolution		
17	In the event of any dispute or difference arising between or among the Licensees relating to or arising out of an Agreement, including the implementation, execution, interpretation, rectification,	• The term "**Agreement**" referenced in this section pertains specifically to the "**Interconnection Agreement**" as defined in these instructions. Does this imply that Article 5 applies solely

	termination or cancellation of the Agreement, the Licensees shall meet within 10 (ten) working days of written notice of the dispute or difference from one Licensee to the other (or such longer time as mutually agreed by the Licensees in writing) to negotiate in good faith in an effort to settle such dispute or difference, and if the dispute or difference is not resolved to the Licensees' satisfaction within 5 (five) working days of the meeting (or such longer time as mutually agreed by the Licensees in writing), the Licensees shall proceed as follows: • Within 2 (two) working days, the dispute or difference shall be referred to a joint committee of the Licensees' respective chief executive officers or alternates appointed by them. The chief executive officers or appointed alternates shall use their best endeavours to settle or resolve the dispute or difference as expeditiously as possible, but in any event within a period 15 (fifteen) working days of the matter being referred to them (or such longer time as mutually agreed by the Licensees in writing); • Such dispute or difference shall be referred to the TRC for determination if either or both parties so request or in the alternative if both parties agree then the matter may proceed to arbitration.	to the **Interconnection Agreement**, excluding **Sharing Agreements** and **National Roaming Agreements** from the dispute resolution process outlined in this section? Clearly specifying which agreements are covered would help avoid any confusion. • This Article addresses disputes related to or arising from an Agreement but does not cover the negotiation phase if licensees fail to reach an Agreement. Therefore, we strongly recommend including the following provision: "If a Licensee is unable to reach an Agreement with another licensee on the terms and conditions of interconnection or other arrangements within one (1) month after the initial written request for interconnection by either party, either party may submit a written notice requesting that the TRC adjudicate the matter. The TRC's decision on all disputed matters shall be binding on both parties. • As for the last point "Such dispute or difference shall be referred to the TRC for determination if either or both parties so request or in the alternative if both parties agree then the matter may proceed to arbitration", we believe that this point should clearly state that the TRC's decision on the disputed matter shall be binding on both parties".

Section I - Interconnection Instructions

#	Article	Comment
3.	**Scope of these Instructions**	
3	All Designated Licensees shall produce and publish a Reference Interconnection Offer (RIO), all new and updated RIOs shall be subject to TRC approval prior to publication.	Prior consultation of the RIO before publication and approval by the TRC is crucial. Given that the RIO defines the terms and conditions governing Interconnection Agreements, it is important that existing licensees, as key stakeholders, be consulted before the TRC grants approval. This consultation process ensures that their input is considered in shaping the RIO. All new/updated RIOs should be subject to a formal consultation process involving licensees, followed by TRC approval before publication. The TRC will manage the consultation, with its final determination completed within 30 days of the draft RIO submission.
7	When two Licensees reach an agreement and sign an Interconnection Agreement, the TRC will then have thirty (30) days from the date of submitting the draft Interconnection Agreement to the TRC in which to approve the Interconnection Agreement or require changes by the parties in order to comply with these Instructions. The Interconnection Agreement shall be approved by the TRC in writing.	We suggest adding the following term as stated in the current Interconnection Instructions: "Interconnection Agreements shall be submitted to the TRC for approval and shall be considered to be approved if no comments are provided by the TRC within 30 days of submission".
4.	**General Rules applicable to all Licensees**	
14	All Licensees, upon receipt of a reasonable request from another Licensee, should enter into good faith negotiations to conclude an Interconnection Agreement. Licensees should meet all reasonable requests for	• We seek clarification regarding the obligations imposed on "all licensees" to offer and provide interconnection services,

	Interconnection Services and shall adhere to non-discrimination between Interconnect Services they provide to their own business units and affiliates, and those they provide to other Licensees.	particularly in comparison to the obligations imposed on Designated Licensees (section 3). The rules appear to mandate that all licensees must engage in good faith negotiations and fulfill reasonable interconnection requests, which aligns with the obligations of Designated Licensees, except that the latter are typically required to publish a Reference Interconnection Offer (RIO). It would be beneficial to gain a clearer understanding of the distinctions in obligations between these two categories of licensees and how the general requirements for all licensees correspond with the more detailed obligations of Designated Licensees. • Additionally, we would like to address the provision stating that *'Licensees should meet all reasonable requests for Interconnection Services and shall adhere to non-discrimination between Interconnect Services they provide to their own business units and affiliates, and those they provide to other Licensees*.' This term does not clearly define 'affiliates' or 'business units.' We believe that the non-discrimination requirement should specifically cover the relationship between licensed entities, as non-licensed affiliates or business units related to a licensee are typically governed by internal commercial processes.

3.Rules applicable to Designated Licensees		
3.2 Transparency		
30	All new and updated RIO's shall be subject to the TRC's approval prior to be legally valid. After approval by the TRC, the Designated Licensee shall publish the approved RIO on its website and inform the other Licensees within 15 days following the approval by the TRC.	Since the Designated Licensee is a party to the Interconnection Agreements, and the provisions of these agreements are based on the Designated Licensee's Reference Interconnection Offer (RIO), any changes to the RIO could directly impact the existing contractual obligations between the Designated Licensee and other licensees. Without prior consultation with all affected licensees, updates to the RIO could result in unilateral changes that undermine the legal standing of existing Interconnection Agreements. This could create situations where the updated RIO legally supersedes the existing Interconnection Agreements, effectively annulling certain terms without the involvement or consent of the other party. To ensure the legal integrity of both the RIO and the Interconnection Agreements, we believe it is essential that any updates to the RIO be subject to prior consultation with the Licensees, followed by necessary amendments to the Interconnection Agreements, in order to align with the new/amended RIO and avoid any legal disputes.
34	A Designated Licensee shall periodically update its RIO, or upon request by the TRC, to take account of any changes to these Instructions or other TRC Regulations; new or modified Interconnection Services offered by the Designated Licensee; changes to the associated networks, processes and systems; or any other regulatory requirements that may directly impact the	Since the Designated Licensee is a party to the Interconnection Agreements, and the provisions of these agreements are based on the Designated Licensee's Reference Interconnection Offer (RIO), any changes to the RIO could directly impact the existing

	terms and conditions of a RIO. The Licensee shall obtain the TRC's approval on the updated RIO.	contractual obligations between the Designated Licensee and other licensees. Without prior consultation with all affected licensees, updates to the RIO could result in unilateral changes that undermine the legal standing of existing Interconnection Agreements. This could create situations where the updated RIO legally supersedes the existing Interconnection Agreements, effectively annulling certain terms without the involvement or consent of the other party. To ensure the legal integrity of both the RIO and the Interconnection Agreements, we believe it is essential that any updates to the RIO be subject to prior consultation with the Licensees, followed by necessary amendments to the Interconnection Agreements, in order to align with the new/amended RIO and avoid any legal disputes.
3.3 Content of the Reference Interconnection Offer (RIO)		
39	The TRC may require Designated Licensees to include certain services in their RIO other than the ones described in the Annex B.	We believe that the TRC should establish a clear basis for including any additional services in this term. This should be in accordance with the Interconnection Instructions framework, which requires that the Reference Interconnection Offer (RIO) encompasses the services defined in the relevant market for the Designated Licensee, as outlined in the Market Review.
3.5 Amendment to existing Interconnection Services		
41	Any material changes in the setup of existing Interconnection Services of the Designated Licensee should be communicated with other concerned Licensees and shall be submitted to the TRC for approval.	We believe that such material change in the setup of existing Interconnection Services requires a formal consultation process prior to

		implementing major changes to Interconnection Services, allowing affected Licensees to voice concerns.
43	In case of upgrading of Interconnection Services to more efficient technologies, the Designated Licensee shall coordinate such major changes with all Licensees affected and give them a notice period of at least one (1) year prior to the start of these changes. Coordination shall take place in accordance with these Instructions.	We suggest amending this article to the following" "In case of upgrading Interconnection Services to more efficient technologies, the Designated Licensee shall coordinate such major changes with all Licensees affected and give them a notice period of at least one (1) year, or any longer/shorter period agreed upon with the Licensees, prior to the start of these changes. Coordination shall take place in accordance with these Instructions.
44	Each Licensee shall bear its own costs incurred through any migration in the Interconnection Services to new technologies.	We suggest aligning more closely with the best international practices, by amending the articles as following: "Each Licensee shall bear its own costs incurred through any migration in the Interconnection Services to new technologies, unless otherwise agreed upon by the Licensees or mandated by the TRC."
4. Charges and Cost Principles		
53	Any new or amended charges conditions proposed by the Designated Licensee for the RIO shall be approved by the TRC. If requested by the TRC, Designated Licensees shall provide the TRC with adequately detailed and documented cost studies and models that support the proposed charges, or their amendment. Those studies shall be based on causal cost allocation, including proper consideration of joint and common costs and a reasonable cost of capital, according to international best practice and the TRC's determinations.	The term could be interpreted to imply that the rates of regulated interconnection services that are already approved by the TRC for the period of four years might be subject to change during this period. We emphasize that the rates of regulated interconnection services approved by the TRC covering the period of four years should remain stable to allow interconnected Licensees to build their strategic plans accordingly. Therefore, we suggest clarifying

		that any new or amended charge conditions proposed by the Designated Licensee should not alter the rates approved by TRC during this four-years period.
6. Technical Aspects		
6.3.4 Link Capacity		
101	The TRC notes that some incumbent operators discourage the practice of using routes in this way from both a technical and commercial standpoint. However, high-usage routes are widely employed and may be very efficient.	This term is not entirely clear, we suggest reformatting this provision to ensure it reflects regulatory mandate.
6.5 Interconnection of Signalling Networks		
112	Designated Licensees shall specify the signalling configuration to be used on interconnect links within their RIOs.	As article (10) above states that "*The Designated Licensee shall ensure that the Interconnection Services in its Reference Interconnection Offer include services to support both circuit switched and packet switched (IP-based) technologies and that the Designated Licensee meets all reasonable requests for services using IP technologies. The Designated Licensee shall ensure that Interconnect Services it provides to its own retail divisions to support IP based technology are available to all Licensees*". In order to secure the requirements for signalling configuration and service provision, we believe that the RIO must specify the signaling protocols that will be used for interconnection, typically **SIP** for IP interconnection or **SS7/ISUP** for traditional interconnection. We suggest of the following amendnet to this article as following: "Designated Licensees shall specify the type of signaling to be used on interconnect links within their RIOs."

	6.8 Quality of Service	
124	The Quality of Service measures shall include the Grade of Service during Busy Hour (blocking probability), either applied to individual interconnect links or across all interconnect links, and may include the following: a. AnswerSeizur Ratio (ASR), b. Transmission delay as defined in ITU-Recommendation G.114, c. Transmission loss (loudness) as defined in ITU-T Recommendation P.76, d. Noise and distortion as defined in ITU-T Recommendations Q.551-554, G.123, G.232, G.712 and P.11, e. Echo and loss of stability as defined in ITU-T Recommendation G.122 f. Cross-talk as defined in ITU-T Recommendation P.16.	While this article is more aligned with **circuit-switched interconnections**, it doesn't explicitly address QoS measures specific to **IP-based interconnection**, such as: • **Packet loss**: Measuring dropped packets in IP networks. • **Jitter**: Variation in packet arrival times. • **MOS (Mean Opinion Score)**: For voice quality in VoIP scenarios. Including these metrics would ensure that the QoS standards also cover IP interconnection, which uses **SIP** and packet-switched networks.
	ANNEX B – Interconnection Services	
	B.1 Overview	
	Collocation and Infrastructure Sharing Services - The provision by a Licensee to other Licensees of space in its premises and/or the use of part of its physical or virtual infrastructure, such as ducts, dark fibre, energy, masts, towers, etc., to other Licensees. The regulatory framework of Infrastructure sharing is stipulated in separate instructions.	We believe that the interconnection instructions should differentiate between infrastructure sharing as a standalone service which will be covered in separate instructions, and infrastructure sharing combined with collocation for the purpose of interconnection the subject matter of this instructions as stated in article (80/c) above. Both services should be clearly defined in the instructions, along with the obligations applicable to all licensees and those specific to designated licensees.

	Operator Services – The provision of Operator Services, such as directory enquiries and emergency services, operated by a Designated Licensee to other Licensees.	This definition seems to imply that specific markets for directory enquiries and emergency services will be established, with Designated Licensees responsible for providing these services. Is this the intent of including this provision under Designated Licensee?
	Local Unbundling Access Services – The provision of unbundled access services in the local loop by one Licensee to other Licensees, This service can include Local Loop Unbundling (LLU) and Virtual Unbundled Local Access (VULA): **VULA (Virtual Unbundled Local Access)** – The service by which a Licensee requesting that service uses a virtual connection provided by another Licensee (the VULA provider) to provide services to end-users connected to the VULA provider's access network. VULA is a form of wholesale access service in which the interconnection occurs locally at the Optical Line Termination (OLT). **Local Loop Unbundling (LLU)** – The LLU Service is a service where the customer's local copper loop in the Owning Licensee's network is disconnected from the rest of the Owning Licensee's network and permanently connected via a co-located Point of Access to the Requesting Licensee's network, from which services are provided to the end-user.	As for the definition of LLU, the term 'Owning Licensee' in the instructions refers to a Licensee that owns, manages, or leases a Telecommunications Network Facility, excluding those related to LLU service. In this context, 'Owning Licensee' included in the definition should be replaced with "Designated Licensee".
B.2 – Traffic Conveyance Services		
B.2.2– Traffic Transit Service		
135	Designated Licensees that provide fixed telecommunications services shall provide international,national and IP Transit Services for all other interconnected Licensees.	The wording of this article could be interpreted to mean that a Designated Licensee in any market and at the same time is

		providing fixed telecommunications services, is obligated to provide international, national, and IP Transit Services for all interconnected Licensees. However, our understanding is that this obligation should apply specifically to Designated Licensees in the fixed telecommunications market. TRC should take into consideration that the draft competition safeguard instructions, currently under consultation, propose the removal of predefined market definitions. As a result, we expect that there will no longer be a predefined "fixed telecommunications market," which may necessitate further adjustments to this provision (135).
136	Other Licensees may provide national and /or international Transit Services.	• Change “national and /or international Transit” to National Traffic Transit/International Traffic Transit” the same definition included in the Instructions. • This term should include also IP Transit service.
B.6 – Number Translation Service		**B.6 should be changed to B2.4**
B.7 – Transport Services		**B.7 should be changed to B.3**
143	The provision by a Licensee to other Licensees, of transport capacities and connectivity for the implementation of an Interconnection service. This shall include (but not limited to) leased line circuits used by Licensees between their own premises and international circuits.	The term "Transport Services" should be revised to "Dedicated Capacity" to align with the terminology used in the defined market as outlined in the market review regulatory decisions. This ensures consistency with regulatory definitions and reflects the specific nature of the service being discussed.
B.8 Collocation and Infrastructure Sharing Services		**B.8 should be change to B.4**
147	The regulatory framework of Infrastructure Sharing is stipulated in separate Infrastructure Sharing Instructions.	We believe that the interconnection instructions should differentiate between infrastructure sharing as a standalone service which will be

		covered in separate instructions, and infrastructure sharing combined with collocation for the purpose of interconnection the subject matter of this instructions as stated in article (80/c) above. Both services should be clearly defined in the instructions, along with the obligations applicable to all licensees and those specific to designated licensees.
B.9 – Operator Services		**B.9 should be changed to B.5**
B.9.1 - Operator Assistance Services		**B9.1 should be changed to B.5.1**
B9.2 - Emergency Services		**B9.2 should be changed to B.5.2**
150	All Licensees shall offer connection to the Public Emergency Services to other Licensees.	The obligation outlined in this clause applies to all licensees; however, the service definition in section B.1 above states, "Operator Services – The provision of Operator Services, such as Directory Enquiries and Emergency Services, operated by a Designated Licensee to other Licensees." This creates a contradiction with the current clause, as the definition limits the obligation to Designated Licensees, while the clause imposes it on all licensees.
B9.3 – Directory Enquiries Service		**B9.3 should be changed to B.5.3**
152	Designated Licensees shall provide Directory Enquiry Services to other Licensees.	Since no specific market has been defined for this service and customers are entitled to access directory services from any telecom provider, we seek clarification on why this obligation is placed solely on the Designated Licensee. It is essential that all licensees be equally responsible for providing this service to other licensees.
B.10– International Gateway Access Service		**B.10 should be changed to B.6**

B.11– Billing and Collection Services		B.11 should be changed to B.7
B.14 – Private Peering		
162	Private Peering is a service provided by a Licensee that facilitates the interconnection of its Network with that of another Licensee by creating a direct physical connection (usually consisting of one or more physical ports) so that both networks can exchange mutually agreed balanced internet traffic between them.	• Unlike regulated interconnection services, private peering is a voluntary and bilateral commercial agreement between two operators, typically without any financial settlement or payment involved. • Private peering relates primarily to the exchange of internet traffic and does not fit within the scope of traditional telecom services, such as voice or SMS, which are the primary focus of regulated interconnection services. • ITU-T Recommendations often separate telecom interconnection agreements (e.g., voice) from internet traffic exchange arrangements, treating them as separate spheres of activity. • European Electronic Communications Code (EECC) emphasizes interoperability for traditional telecom services and does not impose rules on how internet traffic is exchanged between private networks. Private peering is thus treated as outside the regulatory scope. • Regulatory bodies like the FCC in the U.S. distinguish between peering agreements (often voluntary and free) and interconnection agreements (which have defined, regulated rates).

		• in countries like the UK (Ofcom) and Germany (BNetzA) clearly distinguish between interconnection obligations and private, voluntary peering agreements. Accordingly, Private peering should be defined under a voluntary, commercial arrangement primarily used for internet traffic exchange, while interconnection services focus on regulated telecom services like voice, SMS, and data transmission.
ANNEX C – Interconnection Processes		
C3 - Planning Processes		
C3.2 Transport Link Planning		
178	Licensees offering Transport Link Services including provisions for new transport links should define a formal process for the planning of such services within the Interconnection Agreements.	As the obligation to provide the Transport link falls on the Designated Licensee, the clause should be amended to explicitly reflect that it is required from the "Designated Licensee".
179	Licensees offering Transport Link Services should provide the services to other Licensees in a non-discriminatory manner.	As the obligation to provide the Transport link falls on the Designated Licensee, the clause should be amended to explicitly reflect that it is required from the "Designated Licensee".
180	Planning of Transport Links, including civil engineering work shall be the responsibility of the Licensee providing the Transport Link. However, both Licensees should collaborate in such planning exercises.	As the obligation to provide the Transport link falls on the Designated Licensee, the clause should be amended to explicitly reflect that it is required from the "Designated Licensee".
C3.4 Removal of Transport Links		
183	Licensees offering Transport Links Services should define a process for the removal of an existing Transport link within their Interconnection Agreements.	As the obligation to provide the Transport link falls on the Designated Licensee, the clause should be amended to explicitly reflect that it is required from the "Designated Licensee".

C5 – Wholesale Broadband/Local Access Service Processes		
205	The procedures and provisioning intervals are listed below. a. Upon receipt of a requesting Licensee's provisioning request, the Owning Licensee should provide an initial response within ten (10) working days b. If the Licensee receives a positive response to the requesting Licensee, the two parties will have a maximum of fifteen (15) working days in which to reach agreement on the manner and the time frame in which the WBA/WLA services will be provisioned c. Provided that the two parties reach agreement within the time frame specified above, the TRC will issue its approval or to require changes by one or both parties d. If the Licensee's initial response is negative or if the parties fail to reach agreement, the TRC will investigate and provide its decision.	• The terms "WBA/WLA" should be explicitly clarified as Wholesale Broadband Access (WBA) and Wholesale Local Access (WLA). • Regarding item (d), it should be clearly stated that the TRC's decision must be binding.
206	The Designated Licensees shall define their bitstream unbundling provisioning procedures in their RIOs.	Why such obligation in this article applied only for the provision of bitstream unbundling service, we believe it should be also extended to both Wholesale Broadband Access (WBA) and Wholesale Local Access (WLA) to ensure comprehensive coverage and consistency across all relevant wholesale services under this article of C5.
C6 –Request for Service Process		
211	Designated Licensees shall define the format for service request to be accepted within its RIO and within any Agreements.	What is meant by 'Any Agreement'? The scope of these instructions pertains specifically to interconnection services, which require a formal Interconnection Agreement.
214	A Licensee refusing a request for an Interconnection Service shall respond in writing to the Licensee providing its reasons for the refusal in full. This response shall be also copied to the TRC.	We are unable to identify a clear distinction between the obligations placed on designated and non-designated licensees. Based on our interpretation of the instructions, both categories of licensees seem to be

		subject to the same requirements, with the sole exception being that designated licensees are mandated to publish the RIO. We kindly ask for clarification on the specific distinctions between the obligations imposed on designated and non-designated licensees, beyond the requirement for designated licensees to publish the RIO?
215	In the event of a Licensee refusing a request for an Interconnection service, the requesting Licensee shall have the right to refer the matter to the TRC. The TRC shall investigate and may make a determination.	We believe the TRC should clearly outline the criteria it will use to make determinations in order to ensure fairness and transparency. It is important to differentiate that non-Designated Licensees should not be required to provide interconnection services under the same terms as Designated Licensees. If all licensees are mandated to offer interconnection services, the only distinction between Designated and non-designated licensees would be the requirement for Designated Licensees to publish their RIO. This lack of differentiation raises concerns about the need for distinct obligations.
C9.2 – Traffic and Quality of Service Measurement		
		Why the term 6.2.2.3 "Traffic Controls," which is covered under the current Interconnection Instructions (clauses 218-222), has been removed?

Section II - Infrastructure Sharing Instructions

#	Article	Comments
	1 Purpose and Scope of these Instructions	

1	These Instructions ensure the importance of Infrastructure Sharing for fair competition and consumer benefits. These Instructions ensure that agreements are in place between Licensees with guidelines to prevent anti-competitive consequences.	• We strongly support the inclusion of infrastructure sharing to foster competition and consumer benefits. However, the instructions should emphasize stronger enforcement mechanisms to prevent Owning licensee from imposing anti-competitive terms or excessively high prices that would disadvantage the requesting Licensee. • Infrastructure sharing will level the playing field, enabling all operators to compete fairly. This will lead to better consumer choices and prevent from dominating the market by withholding access or offering access at unaffordable rates.
10	Designated Licensees shall meet all reasonable requests for access to its Telecommunications Network Facilities under fair and reasonable terms and conditions, including the price. Such written request shall specify the infrastructure elements for which the access is requested.	• The TRC has not specified which defined market will have a Designated Licensee. Does this imply that a separate market will be created for such designation, subjecting the Designated Licensee to specific obligations as outlined in these instructions? Or will any Licensee designated within a defined wholesale or retail market automatically fall under these obligations? The clarity of this provision is critical. The TRC should explicitly define the scope of the Designated Licensee within these instructions and clearly distinguish between the obligations of the Designated Licensee and other licensees. The term is vague, allowing the Owning Licensee to interpret it to its advantage. Clear definitions will prevent unfair practices and ensure Requesting Licensee can access infrastructure on equitable terms.

		• We believe that the TRC should publish detailed guidelines on what constitutes “fair” and “reasonable” terms for infrastructure-sharing agreements. These guidelines should include: - Standardized pricing models based on actual costs. - Clear conditions for the refusal of requests, with a requirement for the Owning Licensee to submit technical justifications to the TRC for approval.
2. Telecommunications Network Facilities Sharing Obligations		
17	Where the TRC determines that a Telecommunications Network Facilities sharing arrangement is inconsistent with the relevant license(s), and/or identifies a risk of lessening of competition as a consequence of such sharing, it may require such specific arrangement to be discontinued.	Clear criteria for evaluating sharing agreements should be outlined Such criteria serving as a reference for both the TRC and the licenssees. This would ensure that sharing agreements are assessed against standardized benchmarks, providing transparency and alignment with TRC approval processes.
2.1 Requirement to Share Telecommunications Network Facilities		
20	All negotiations for Sharing Agreements shall be conducted by all parties in good faith. If two licensees agree to enter negotiation for infrastructure sharing, the Owning Licensee of the facility shall not: a. Obstruct or delay negotiations; b. Refuse to provide information relevant to a Sharing Agreement, including information necessary to identify the	As for the part of this article “If two licensees agree to enter negotiation for infrastructure sharing”, does that mean if the Owning Licensee refuses to enter into negotiations, the request is automatically dismissed? Additionally, does this article address the negotiation process between licensees where the Owning Licensee is not a designated operator? This is particularly important given that Designated Licensee is obligated to negotiate under Articles 14, 18, and 19.

	Telecommunications Network Facilities requirement and cost data.	
21	Negotiating Licensees should provide enough information to each other during the negotiation process on issues related to the facility sharing. Such information shall always be treated as confidential by the negotiating parties. Response to any such request should be prompt to avoid delay.	We believe that a specific timeframe for responding to information requests during the negotiation process be clearly outlined in this article. This would help prevent any misinterpretation or unnecessary delays in providing the requested information, ensuring a more efficient and transparent negotiation process.
23	To facilitate improved co-ordination and compatibility of sharing Telecommunications Network Facilities, the Sharing Agreement shall employ standard provisions for the establishment and operation of such facilities under the Sharing Agreement. The provisions should cover at least the areas of: a. The commencement and activation provisions of the Sharing Agreement; b. A complete schedule of services provided by the Sharing Agreement, including any ancillary services (i.e. air conditioning, fire control, and electricity); c. Conditions relating to the configuration and dimensioning of services, technical specifications and operational specifications; d. The Sharing Licensee's access rights to the Telecommunications Network Facilities;	As for the clause (i) Dispute resolutaion, we believe that disputes over infrastructure sharing can lead to significant delays in finalizing agreements. To prevent strategic stalling by the Owning Licensee and ensure timely access, we believe that implementing a fast-track dispute resolution process specifically for disagreements related to infrastructure sharing. This process should ensure that any dispute is resolved within a maximum of 60 days. Furthermore, it should be clearly stated that the TRC has the authority to adjudicate such disputes and that its decisions will be binding on the parties involved.

	e. Maintenance, safety and cleaning conditions; f. Conditions relating to fault clearance including urgent faults; g. Security; h. Billing and payment process, and i. Dispute resolution.	
24	An Owning Licensee shall have the right to refuse a Sharing Request in the following cases: a. where the available space is either fully occupied (taking into account that any unnecessary equipment shall be removed) or the remaining space is reserved for the Owning Licensee or another Requesting Licensee use, as specified within this Instructions; b. where the sharing of a facility is not technically or economically feasible; or there are any General engineering concerns. c. Where the Sharing Request, if granted, will constitute a threat to safety or affect the reliability of the Owning Licensee's network or services.	As for item (b), and to avoid potential misuse of this clause, we believe that TRC should introduce specific and objective criteria that must be met to justify a refusal based on technical or economic feasibility as following: **1)** The Owning Licensee should be required to provide detailed evidence demonstrating why sharing is not economically or technically feasible. This should include cost-benefit analysis, capacity constraints, or technical specifications that prove the impossibility of accommodating the Sharing Request. **2)** In cases where there is disagreement regarding the economic or technical feasibility of the sharing, the Requesting Licensee should have the right to request of TRC intervention. This ensures that decisions are made based on factual and unbiased grounds. **3)** The Owning Licensee should submit a report to the TRC outlining the specific technical or economic challenges and

		providing a detailed explanation of why sharing cannot be facilitated. TRC should have the authority to review and challenge these findings, ensuring that the refusal is legitimate and not a strategy to avoid sharing obligations. This approach ensures that refusals are based on legitimate reasons and not used as a tool to delay or prevent infrastructure sharing.
25	In the case where that the Owning Licensee is a Designated Licensee , the Designated Owning Licensee shall provide detailed written reasons and justifications to the Requesting Licensee in case of a refusal. If possible, the Designated Owning Licensee should propose amendments to the requested sharing in order to overcome the reasons for the refusal of the Sharing Request. A copy of the response shall be sent to TRC.	This article might be interpreted that the Owning licensee could refuse the sharing request and provide a proposed emendnnetss to the requested sharing, we beilieve that the terms should be repharsed as following: In cases where the Owning Licensee is a Designated Licensee, the Designated Owning Licensee shall: • Provide detailed written reasons and justifications to the Requesting Licensee in the event of a refusal to share, outlining both the technical and economic reasons for the decision. • Where feasible, propose amendments to the Sharing Request that would allow the sharing to proceed, thereby addressing the concerns leading to the refusal. • The Designated Owning Licensee must send a copy of the refusal and the proposed amendments to TRC for review.

		Additionally, TRC shall have the authority to investigate the refusal and assess whether the proposed amendments are reasonable and sufficient to overcome the barriers to sharing.
26	In case of a refusal decision where that the Owning Licensee is a Designated Licensee, the TRC should examine the refusal and request the Designated Owning Licensee to provide the TRC with a written justification. The TRC may perform a Site survey if necessary to ensure the compliance.	This article does not specify the actions the TRC may take following its examination and site survey. Accordingly, we suggest to amend the artcile as below: 26. Any refusal by the Designated Owning Licensee to share infrastructure must include a comprehensive technical and economic justification. The TRC shall evaluate the refusal within 30 days, and if the justification is deemed insufficient, the TRC may mandate infrastructure sharing. Additionally, the TRC may perform a site survey, if necessary, to verify the validity of the refusal and ensure compliance with the instructions.
2.2 Sharing Agreement Negotiation Procedures		
31	In the case that two licensees agree to start the negotiation process for sharing, the Owning Licensee shall provide a Sharing Request form to the Requesting Licensee within five (5) days of being requested to provide. The form should contain all details and information required by the Owning Licensee to start a feasibility study.	This article does not address the actions to be taken if the Owning Licensee refuses to initiate the negotiation process after receiving a request. We propose adding provision to clarify the consequences of such refusal. Specifically, if the Owning Licensee fails to provide the Sharing Request form within the stipulated five (5) days or refuses to engage in negotiations, the Requesting Licensee should have the right to escalate the matter to the TRC. The TRC should then intervene to facilitate the negotiation process and ensure compliance with the obligations set forth in these instructions.

34	The decision to refuse a Sharing Request shall be communicated in writing to the Requesting Licensee specifying the reasons for such refusal within five (5) days of completing the feasibility study.	This article should also specify that if the Owning Licensee refuses a Sharing Request, the written communication must include a detailed explanation of the reasons for the refusal. To ensure transparency and fairness, the steps of the Requesting Licensee can take should be added to this article if the Requesting Licensee disagree with the refusal; it should be stated that if the refusal is deemed unjustified by the Requesting Licensee, the Requesting Licensee has the right to escalate the matter to the TRC for further review and resolution.
2.7 Charges of Sharing Facilities		
61	All charges of sharing agreements shall be subject to TRC approval.	We believe that the TRC's authority to mandate adjustments to unreasonable charges offered by the Owning Licensees should be grounded in the principle of cost-based pricing. Therefore, we propose the following amendment to the article: 61. All charges for sharing agreements shall be subject to TRC approval. The TRC will ensure that these charges comply with cost-based pricing principles and are assessed according to approved methodology for determining fairness and reasonableness.