



# **DRAFT OPTICAL FIBER CABLE REFERENCE INTERCONNECTION OFFER (RIO) REGULATORY PROCEDURES 2018**

ATRA – REGULATORY PROCEDURE – 002

Afghanistan Telecommunications Regulatory  
Authority (ATRA)

**ISLAMIC REPUBLIC OF AFGHANISTAN**

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## 1 PART I: PRELIMINARY

### **1.1 Preamble**

These Regulatory Procedures have been developed by the Afghanistan Telecommunications Regulatory Authority (the “ATRA”) pursuant to the Telecom Law of The Islamic Republic of Afghanistan.

### **1.2 Purpose**

In pursuant of its exercise and power under the Telecom Law, Chapter 7, Article 21, 22, 23, 24, the ATRA, from time to time will review Significant Market Power (SMP) and the designation of Dominance. Henceforth, this Reference Interconnect Offer (RIO) shall be used to obligate a Service Provider that is designated for SMP in its operations with an Interconnection Seeker in the Optical Fiber Market (OFC).

### **1.3 Scope of Application**

The provisions of these Regulatory Procedures apply to all Service Providers under the designation of having SMP in the OFC market and other Service Providers seeking Interconnection.

### **1.4 Acronyms and Definitions**

Acronyms and definitions in this are RIO are contained in ANNEX I.

### **1.5 Terms and Definition**

Terms and definitions used in these Regulatory Procedures are contained in ANNEX II, the Telecom Law or related regulatory procedures. For ease of doubt, in the event of a conflict between definitions provided in these regulatory Procedures and the Telecom Law, the definitions in the Telecom Law will apply.

## 2 PART II: THE RIO

### 2.1 The RIO Agreement

This RIO contains the whole Agreement between the Parties in relation to the subject matter of this RIO and supersedes all previous understandings, commitments, agreements or representations whatsoever, among the parties, whether oral or written, in relation to the subject matter of this RIO.

### 2.2 Offer Validity

2.2.1 This RIO is valid from February, 2018 and shall remain enforced until:

2.2.1.1 a new RIO is published by ATRA; or

2.2.1.2 a material change occurs in the Telecom Law, these Regulatory Procedures or other relevant laws.

2.2.2 This RIO may be reviewed or amended in order to comply with applicable laws and regulations. ATRA reserves the rights to impose the provisions and obligations of this RIO, and at the same time request information of SMP from the Dominant Service Provider.

### 2.3 Request for Information

2.3.1 All information submitted to the ATRA by a Service Provider with SMP designation pursuant to the Telecom Law, these Regulatory Procedures, or any rules, decisions, orders, notices or guidelines issued by the ATRA, must be accurate, complete and responsive to the ATRA's request.

- 2.3.2 Service Providers with SMP designation must respond promptly and completely to any request from the ATRA for information, and in any event within a period which is no longer than twenty-one (21) days from the date of the request unless ATRA directs otherwise. Service Providers are also obligated to provide information on a timely basis to government agencies for national security purposes.
- 2.3.3 Any failure by a Service Provider with SMP designation to comply with any ATRA's information request, and any destruction, disposal, falsification or concealment of requested documents or information, constitutes a contravention of these Regulatory Procedures for which the ATRA may take enforcement action under these Regulatory Procedures or the Telecom Law.

#### **2.4 Request for Confidential Treatment of Information**

The clauses below relate to request for confidential treatment of information and are in pursuant to the Telecom Law, the Confidentiality, Dispute, and Compliance Regulatory Procedures, these Regulatory Procedures or other related rules, decisions, orders, notices or guidelines.

- 2.4.1 A Service Provider submitting information to the ATRA, pursuant to the requirements of the Telecom Law, the Confidentiality, Dispute, and Compliance Regulatory Procedures, these Regulatory Procedures or other related rules, decisions, orders, notices or guidelines may request that the information submitted be treated as confidential. All information for which a Service Provider with SMP designation is seeking confidential treatment must be provided separately from the documents which do not contain confidential information and be clearly marked "Confidential". The ATRA may not accept requests to treat all information submitted as "Confidential". The Party requesting Confidentiality should take reasonable measures to minimize the amount of information for which they request Confidentiality treatment.

2.4.2 In the absence of a properly supported Confidentiality request, all information submitted to the ATRA shall be deemed to be appropriate for disclosure in pursuant to the Telecom Law, the Confidentiality, Dispute, and Compliance Regulatory Procedures, these Regulatory Procedures, other related rules, decisions, orders, notices or guidelines.

## **2.5 Standards Governing Grant of Confidentiality Treatment**

2.5.1 In deciding whether to grant a request for confidential treatment, the ATRA will consider the following factors:

2.5.1.1 Whether the information for which the Requesting Party requests Confidentiality treatment contains commercially sensitive information (including information that is subject to a pre-existing non-disclosure agreement with a third party); or

2.5.1.2 Whether the disclosure of the information would have or would be likely to have a material adverse impact on the Requesting Party; or

2.5.1.3 Whether the disclosure of the information is, on balance, required in the public interest; or,

2.5.1.4 Any combination of the above factors.

2.5.2 The ATRA generally considers information to be commercially sensitive if:

2.5.2.1 The Requesting Party has demonstrated that disclosure would cause harm to the Service Provider, including by providing an inappropriate commercial benefit to the Service Provider's competitors; or

2.5.2.2 The information describes the Requesting Party's business procedures, technical or financial matters, information proprietary to the Service Provider, and practices, plans or its assessment of market conditions or similar matters are likely to be commercially sensitive.

## **2.6 Standards Governing Confidentiality**

2.6.1 All information for which the ATRA grants a request to treat as confidential under ATRA's Confidentiality, Dispute, and Compliance Regulatory Procedures must be:

2.6.1.1 Provided by the Requesting Party only to the ATRA, which may consider the information for purposes of resolving any matter under these Regulatory Procedures or any related rules, decisions, orders or notices issued by the ATRA, but which shall restrict access and disclosure to ATRA personnel or contractors involved in resolution of the matter;

2.6.1.2 Will be excluded from all documents which are either provided to the other Parties, or refrain from publishing, or made publically available; and

2.6.1.3 Will be protected by ATRA personnel or contractors against improper disclosure or use, to the extent reasonably possible.

## **2.7 Denial of Confidential Treatment**

2.7.1 If a request for confidential treatment is rejected by the ATRA, the ATRA will provide written reasons for its decision.

2.7.2 If the Requesting Party fails to take either of the actions described in sub-sections 2.2.1, 2.2.2, and 2.3 of these Regulatory Procedures within the specified period, the ATRA will deem the Requesting Party to have withdrawn its request for confidential treatment of the information. In this case the ATRA may consider, and where it deems appropriate, disclose the information provided.

2.7.3 This clause 2.4 shall not affect the general obligation on Service Providers or other parties to interconnection proceedings to provide complete and accurate information to the ATRA



2.7.4 ATRA may, in its sole discretion, make a preliminary decision on a request for Confidentiality treatment, after which the Requesting Party may provide additional information to assist the ATRA in issuing a final decision.

## **2.8 Review of ATRA's Decision Regarding Confidentiality**

### 2.8.1 Right to Review

2.8.1.1 Any Requesting Party that has a confidentiality request rejected pursuant to Section 2.4 may;

2.8.1.1.1 Submit a request to ATRA for reconsideration ("the Reconsideration Request") within fourteen (14) days of receipt by the Requesting Party of the statement of reasons for the rejection;

2.8.1.1.2 Submit a revised confidentiality request, that takes account of the ATRA's determination (including by reducing the scope of the confidentiality request) within fourteen (14) days of receipt by the Requesting Party of the statement of reasons for the rejection;

2.8.1.1.3 In the event that a Reconsideration Request is submitted and the ATRA does not change its rejection of confidential treatment following the Reconsideration Request, the Requesting Party may file for Judicial Review against ATRA's decision within sixty (60) days of receipt of ATRA's denial decision; or

2.8.1.1.4 In the event that a Reconsideration Request is not submitted, file for a Judicial Review within sixty (60) days of receipt by the Requesting Party of ATRA's denial for Confidentiality, ATRA's decision shall stand.

2.8.1.2 When filing a Judicial Review, the Requesting Party shall copy the ATRA on all correspondence and materials relevant to the Judicial Review.

2.8.1.3 The ATRA will take reasonable steps to notify all relevant parties in the event it receives a Reconsideration Request or on becoming aware that a decision is under Judicial Review.

2.8.1.4 A Party may file for a Judicial Review of any matter that is the subject of a Reconsideration Request. In such a case, the Party must immediately notify the ATRA in writing of the Judicial Review at which time the Reconsideration Request shall be stayed pending a final determination under the Judicial Review.

## 2.8.2 Procedures Governing Reconsideration

2.8.2.1 Service Providers and other Parties entitled to relief under these Regulatory Procedures are expected to present all relevant facts and arguments to the ATRA before it renders its decision in response to a Confidentiality request. A Party may not present new facts, or raise new arguments in a Reconsideration Request unless the Party, for reasons which are acceptable to the ATRA:

2.8.2.1.1 Could not have presented the facts or raised the arguments before the ATRA rendered its decision; or

2.8.2.1.2 Could not have anticipated the importance of the facts or arguments prior to seeing the ATRA's statement of reasons for the rejection,

2.8.2.2 The ATRA will issue its decision on the Reconsideration Request within thirty (30) days of the date of filing the Reconsideration Request

## 2.8.3 Judicial Review of ATRA Decision on Reconsideration Request

2.8.3.1 A Service Provider may not ask the ATRA to reconsider any decision issued in response to a Reconsideration Request. However,

2.8.3.2 The Requesting Party may file for a Judicial Review in court of the decision of the ATRA issued in response to a Reconsideration Request within sixty (60) days of the decision.

## 2.9 Dispute Resolution

In the event of any Dispute arising between the Parties relating to or arising out of this Agreement, including but not limited to the implementation, execution, interpretation, rectification, termination or cancellation of this Agreement, the Parties shall use their reasonable endeavors to resolve such Disputes. In the event that all efforts among the Parties fail to materialize in a settlement of said Dispute, one or both Parties shall have the right to invoke the ATRA's Confidentiality, Dispute, and Compliance Regulatory Procedures.

### 2.9.1 Breach and Suspension

If one Party's Network seriously and adversely affects the normal operation of another Party's Network, network security, or is reasonably believed to pose safety to an individual, the Affected Party shall immediately inform the Affecting Party. The Affecting Party shall take immediate action to resolve the problem. In the event that normal operation of the Network is not restored, or removal of the threat to Network security or the threat to any person's safety is still eminent, or not removed within a reasonable period of time, or if the matter is extreme, and the provisions of the Confidentiality, Dispute, and Compliance Regulatory Procedures have been exhausted in an attempt to resolve the issues, the Affected Party may engage and request the ATRA to suspend, but only to the extent necessary, its obligations under this RIO; for such period as it may consider reasonable to ensure the normal operation of its Network or to remove the threat to Network security or safety. Such engagement with the ATRA shall be made in writing and a copy sent to the other Party. Pursuant to the ATRA's Confidentiality, Dispute, and Compliance Regulatory Procedures. No party shall arbitrarily disconnect an already existing Interconnection Link without the explicit authorization of the ATRA.

2.9.2 In the event that the ATRA authorizes the suspension or termination of an  
—— Interconnection Link, the terms and conditions under which said authorization is given shall be as follows, if:

2.9.2.1 The Affecting Party has committed a service affecting material breach of this RIO, and the Affected Party has given a five (5) Days-time limit (or shorter in case of emergency) by serving a written notice of such breach to the Affecting Party, copied to ATRA, specifying the breach and requiring the Affecting Party to remedy the breach, as well as stating the consequences of failure to remedy would lead to potential petition to ATRA to suspend or terminate the Interconnection Link;

- 2.9.2.2 The Affecting Party has committed a non-service affecting material breach of this RIO (including but not limited to failure to pay any sum, whether in respect of any one or more Services, for which the Affecting Party has been invoiced), the Affected Party has given a ten (10) Days-time limit by serving a written notice of such breach to the Affecting Party, copied to ATRA, specifying the breach and requiring the Affecting Party to remedy the breach, as well as stating the consequences of failure to remedy would lead to potential petition to ATRA to suspend or terminate the Interconnection Link;
- 2.9.2.3 In the Affected Party's reasonable opinion, the Affecting Party attempted to use, is likely to use, or has used any Service in contravention of the Telecom Law and the Affected Party has the necessary confirmation from ATRA that the Affecting Party is in contravention of the Telecom Law;
- 2.9.2.4 Any material information provided by the Affecting Party to the Affected Party is untrue, false, misleading or
- 2.9.2.5 Inaccurate and has an adverse material impact on the Affecting Party in relation to its supply of Services; or
- 2.9.2.6 Where an Interconnection Link has been established, the Affecting Party fails to satisfy, or no longer satisfies, the requirement for Interconnection Link Services set out in the RIO, in which case, per the ATRA's authorization, suspension may be limited to those Services to which the failure relates.
- 2.9.2.7 After first giving advance notice to the Affecting Party of its intention to seek the written approval of ATRA to suspend the Agreement or Services, and only when ATRA has explicitly given said authorization; and only to the extent necessary to address the relevant cause of the suspension.

The Affected Party will lift the suspension of the Agreement or Services (as the case may be) as soon as possible after the reason for the suspension has ceased.

2.9.3 If an Agreement under this RIO is suspended under this clause 2.6.2 for more than sixty (40) Days, the Affected Party may terminate the Agreement with immediate effect by giving the Affecting Party written notice, copied to ATRA.

2.9.4 Upon suspension of Services, the supply of the suspended Service will cease; notwithstanding, the provision of other Services not covered by the suspension will continue and not be affected in accordance with clause 2.6.2;

## **2.10 Assignment and Novation**

Without prejudice to the applicable regulatory framework, a Party must not assign, transfer or novate an Agreement or any rights, benefits or obligations under it, in whole or in part, without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may, without the other Party's consent, assign this Agreement to an affiliate or in connection with the sale of all or a substantial part of its business or assets, provided that the assignee undertakes in writing to assume all obligations and duties of the assignor and that such assignment materially alters neither the legal or regulatory requirements nor the rights and duties arising hereunder of the assignor.

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## **2.11 Relationship of Parties**

- 2.11.1 The relationship between the Parties is that of independent contractors.
- 2.11.2 Nothing in this Agreement is to be construed to create a partnership, joint venture or agency relationship between the Parties.
- 2.11.3 Neither Party may attempt to bind or impose any obligation on another Party or incur any joint liability without the written consent of the other Party except as expressly set out in this Agreement.

## **2.12 Use of Subcontractors**

- 2.12.1 A Party may only subcontract the exercise of its rights or the performance of any of its obligations under the provisions of this RIO.
- 2.12.2 If a Party engages a subcontractor to exercise its rights or perform its obligations under this RIO, that Party must ensure that the subcontractor complies with all the terms and conditions of this Agreement to the extent relevant; and will remain primarily responsible and liable to the other Party for all acts and omissions of the subcontractor; and the performance of its obligations, notwithstanding that the performance of such obligations may have been subcontracted by that Party to a subcontractor.

## **2.13 Intellectual Property Rights**

- 2.13.1 Except as otherwise expressly provided herein, Intellectual Property rights shall remain the property of the Party creating or owning the same and nothing in this RIO shall be deemed to confer any right or title whatsoever or license of the intellectual property rights of one Party to the other, and nothing in this Agreement shall be deemed to restrict the rights of any Party to own, use, enjoy, license, assign or transfer its own Intellectual Property.

## 2.14 Review

- 2.14.1 Either Party may request a review to modify or amend any provision under this RIO by serving a Review Notice to the other party if:
- 2.14.2 Either Party's License is materially modified with respect to this RIO (whether by amendment or replacement); or
- 2.14.3 A change occurs in the Telecom Law or other relevant regulatory procedures; or
- 2.14.4 This RIO makes provisions for a review or the Parties agree in writing that there shall be a review; or
- 2.14.5 A material change occurs, including enforcement action by ATRA, that affects or reasonably could be expected to affect the commercial or technical basis of this RIO; or
- 2.14.6 The rights and obligations under this RIO are assigned or transferred by either the Interconnection Provider or the Interconnection Seeker.
- 2.14.7 A Review Notice shall set out in reasonable detail the issues to be discussed between the Parties and the basis for such review.
- 2.14.8 A review may take place following changes either mandated or approved by ATRA to this RIO to the extent that such review is required to make the RIO consistent with any regulatory procedures, rule, order, notice or License. Any such changes shall be effective based on the timeframes as instructed by the ATRA.
- 2.14.9 Within fifteen (15) Days of receipt of a Review Notice, designated representatives with the requisite authority from each Party shall meet, and shall negotiate in good faith the matters to be resolved with a view to agreeing on the relevant modifications or amendments to this RIO.
- 2.14.10 For the avoidance of doubt, the Parties agree that notwithstanding a Review Notice, this RIO shall remain in full force and in effect.
- 2.14.11 If the Parties fail to reach an agreement on the subject matter of any Review Notice, the provisions of the originally signed Agreement shall remain in force unless otherwise determined by the ATRA

2.14.12 Interconnection Provider and Interconnection Seeker, upon update of any provision of this RIO, shall submit to ATRA for approval the updated version of this Agreement no less than fifty (50) Days prior to the effective date of any such changes.

## **2.15 Waiver**

### 2.15.1 The waiver

Any breach of or failure to enforce, any term or condition resulting from an acceptance of this Agreement shall not be construed as a waiver of any other term or condition of this Agreement. No waiver shall be valid unless it is in writing and signed by a duly authorized representative on behalf of the Party making the waiver and shall only be effective in the specific instance and for the specific purpose for which it is given.

### 2.15.2 Consent and Approval

Except as expressly provided in this Agreement, a Party may conditionally or unconditionally give or withhold any consent or approval under this Agreement, but that consent is not to be unreasonably delayed, conditioned or withheld.

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### 3 PART III: Third Party Rights and Liability

Except as expressly provided for in this RIO, each Party that executes this Agreement does so solely in its own legal capacity and not as agent or trustee for or a partner of any other person, and only the Parties which execute this Agreement have a right or benefit under it.

#### **3.1 Counterparts**

Provisions or agreements under this RIO may be executed in any number of counterparts, each of which, when executed, is an original. Those counterparts together make one instrument.

#### **3.2 Obligations in Good Faith**

Each Party must act in good faith with respect to all matters relating to or contemplated by this Agreement, including but not limited to any negotiations.

#### **3.3 Insurance**

In order to ensure financial viability where the issue of liability arises, each Party seeking interconnection with an Interconnection Provider under the designation of having SMP must have and maintain a liability insurance policy with an insurance company licensed in the Islamic Republic of Afghanistan of no less than \$150,000.00 (One Hundred and Fifty United States Dollars).

#### **3.4 Warranties**

Each Party warrants that, as of the Effective Date and continuing throughout this RIO:

- 3.4.1 It is a corporation duly incorporated, validly existing and is in good standing under the laws of the Islamic Republic of Afghanistan where it is incorporated;

- 3.4.2 It has all necessary corporate power and authority to own and operate its assets and to carry on its business as presently conducted and as it will be conducted under this Agreement;
- 3.4.3 It has all necessary corporate power and authority to enter into this Agreement, perform its obligations under this Agreement, and carry out the execution, delivery, and the consummation of the transactions contemplated in this Agreement;
- 3.4.4 That it understands that this Agreement constitutes a legal, valid and binding obligation of each Party, enforceable against it in accordance with its terms; and
- 3.4.5 That any information provided is complete, true and correct, and not materially misleading.

### **3.5 Liability**

- 3.5.1 To the extent permitted by this RIO, neither Party is liable to the other Party except as provided in these clauses 4.1.1 through 4.1.9.
- 3.5.2 Each Party shall exercise the reasonable skill and care of their obligations under this Agreement.
- 3.5.3 To the extent permitted by this RIO, all expressed or implied representations, conditions, warranties and provisions whether based in statute, legal precedence or otherwise, relating to this Agreement, are excluded
- 3.5.4 Notwithstanding anything to the contrary in this RIO, neither Party excludes or limits liability for:
  - 3.5.4.1 Death or personal injury attributable to its own negligence or the negligence of its employees, agents or sub-contractors while acting in the course of their employment, agency or contract;
  - 3.5.4.2 Any fraudulent mis-statement or fraudulent misrepresentation made by it in connection with this RIO; or
  - 3.5.4.3 Any other liability that cannot be excluded by law.

3.5.5 The maximum aggregate liability of each Party to the other Party for all damages, losses and expenses arising under or in connection with this Agreement, whether that liability arises in contract (including under an indemnity), tort (including negligence or breach of statutory duty), under statute or otherwise, for all events in a 12 month period shall be limited to one hundred percent (100%) of the Charges paid under this Agreement.

3.5.6 A Party's liability to the other Party arising from or in connection with this RIO (including liability for negligence or breach of statutory duty) is reduced proportionally to the extent that:

3.5.6.1 The other Party has not taken all reasonable steps to minimize and mitigate its own loss, damage or liability in relation to the act, omission or event giving rise to such loss, damage or liability; or

3.5.6.2 A Party's liability is caused, or contributed to, by the other Party.

3.5.7 Neither Party will be liable to the other Party for any loss or damage arising from, or in connection with, this RIO to the extent that the other Party has or has sought to claim or recover that same loss or damage pursuant to another agreement between the Parties in respect of the supply of telecommunications services.

3.5.8 Neither Party will be liable to the other Party in connection with an action, claim or demand brought or made against the other Party by a Third Party to whom the other Party provides a telecommunications service under a contract (or otherwise), where that liability could legally have been excluded or reduced in that contract by the other Party.

### **3.6 Severability**

The invalidity or unenforceability of any provision in this Agreement shall not affect the validity or enforceability of the remaining provisions.

## 4 PART IV: INVOICING AND AMONG PARTIES

### 4.1 Billing Format

#### 4.1.1 Billing for Interconnection Link Services

Interconnection Provider will invoice the Interconnection Seeker for Interconnection Link Services in accordance with the charging structure agreed by both parties. The commencement date of charging for Interconnection Link Services will be from the date of Service Handover. Billed amounts for Interconnection Link Services will include recurring charges, dependent and independent of distance in addition to installation charges.

### 4.2 Payment

#### 4.2.1 Subject to the provisions stated below, all charges are due and payable by the Due Date.

If the Billed Party initiates a Billing Dispute with respect to an amount due under an invoice, but such Billing Dispute is not resolved before the Due Date; and the amount subject to Dispute is less than or equal to a Tolerable Discrepancy, then the total amount of the invoice is due and payable on the Due Date. If the Billed Party initiates a Billing Dispute with respect to an amount due under an invoice, but such Billing Dispute is not resolved before the Due Date; and the amount subject to dispute is more than a misstatement or Tolerable Discrepancy, then the balance amount of the invoice that is not subject to the Billing Dispute is due and payable on the Due Date.

#### 4.2.2 Notwithstanding any pending Billing Dispute, if either Party defaults in the payment when due of any sum payable by that Party under this RIO its liability shall be increased to include interest on such sum from the Due Date until the date of actual payment (both before and after judgment) at the annual rate which is five (5) percentage points above the base rate of Afghanistan Central Bank during such period. All such interest shall be calculated on the basis of the actual number of days elapsed, over a Calendar Year and compounded at monthly rates. All applicable Taxes and Surcharges, Government royalties and fees will be included in the charges. The Interconnection Seeker shall be liable for those charges.

## 5 PART V: TECHNICAL SPECIFICATIONS AND QUALITY OF SERVICE

### 5.1 Technical Specifications

5.1.1 Implementing a successful interconnection link between networks requires compatible, efficient and effective technical standards to be established and maintained. Networks shall be required to meet minimum technical conditions for interconnection. Switching and transmission systems must be designed on the internationally accepted Open Network Architecture specifications and installed to the Open Network Provisioning standards. Below are some of the main technical issues that need to be taken into consideration. Relevance to this RIO, a Service Provider under the designation of SMP must comply to these standards and all internationally acceptable standards recommended by the ITU:

- Technical compatibility of networks
- Signal quality
- Open Network Architecture / Open Network provisioning
- Shared facilities / co-location
- Cooperative network expansion

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- Service Levels and quality
- access to unbundled network components
- network integrity
- equal access
- quality of service

5.1.2 Service Providers under the designation of SMP are to provision and maintain their networks to employ Open Network Provisioning (OPN) that will be technically assessable to Interconnection Seekers. A table containing optical fiber specifications is inputted on ANNEX VII. For each of doubt the mentioned ANNEX VII is not in its entirety and thereby does not firmly confine the Parties to its contents. The Parties shall seek to conform to updated specifications that are in alignment with the ITU and agreed upon amongst themselves.

## **5.2 Quality of Service**

5.2.1 Interconnection Seeker and Interconnection Provider shall ensure that interconnect facilities and services delivered at each point of interconnection (POI) conform to the applicable Quality of Service (QoS) standards set by the ATRA and the ITU. For ease of doubt, in the absence of said standards by ATRA, both Parties shall conform to ITU standards and guidelines. It is the responsibility of both Parties to ensure that their respective customers reap the benefits of the services that they provide in terms of QoS, irrespective of the Provider that the customers' service interconnects with. Each Party to this RIO needs to negotiate acceptable performance levels needed to support end-to-end quality delivery of service with the other Party.

## 6 PART VI: PLANNING AND PROVISIONING OF NETWORKS

### 6.1 Availability of Interconnection Link

The average availability and reliability of all Interconnection Links shall be 99.8% at all times relative to the Optical Fiber License. The target availability shall be the amount of time over one quarter (i.e., three (3) months).

6.1.1 Calculation of Availability of Internet Link shall be on a quarterly level, or a period agreed by the Parties:

**$(A - B) / A * 100$ , where**

**A = Total time for the quarter (or period agreed by the Parties)**

**B = Total unavailable time for the same quarter (or period agreed by the Parties)**

6.1.2 Unavailable Time means the sum of all time that an optical fiber network or service is limited, or is not available in an area for which an optical fiber provider fails to meet the performance objectives stated in its Network Plan, which is calculated against:

6.1.2.1 Where the Interconnection Seeker reports the Fault, the time when the Fault is reported by the Interconnection Seeker to the Interconnection Provider and ending at the time that the Fault is resolved and Interconnection Provider returns the circuit to the Interconnection Seeker; and

6.1.2.2 Where the Interconnection Provider recognizes the Fault, the time when the Fault is recognized by Interconnection Provider and ending at the time that the Fault is resolved and Interconnection Provider returns the service to the Interconnection Seeker.

6.1.3 If during testing, Interconnection Provider demonstrates that the performance of the Service is consistent with the performance objectives, or if the Fault is found to be due to the Interconnection Seeker, this period shall not be considered as Unavailable Time.

## **6.2 Interconnection Link Fault Repair**

6.2.1 Interconnection Provider or the Interconnection Seeker will report to the other Party any fault related to Interconnection Links and the progress related to clearing the Fault.

6.2.2 Both Interconnection Provider and the Interconnection Seeker will co-operate in any investigation and follow up action required for the resolution of the fault in good faith.

### 6.3 Interconnection Link Repair Time

Repair times are dependent on the nature of the fault (Service Affecting or non-service Affecting). If a fault is reported or detected by Interconnection Provider and both Parties agree that the fault is Service Affecting, Interconnection Provider will address the Service Affecting fault as priority.

### 6.4 Credits for Interconnection Link Down Time

The Service Credits for Restoration are pursuant to SCHEDULE H, Part 2 of the OFC License.

## **6.5 5.0 Network Planning**

### 6.5.1 Provision of Network Information

Service Providers under the designation of SMP shall ensure that Points of Interconnection are located all across the telecommunications space of the Islamic Republic of Afghanistan as a way to ensure geographical accessibility for Interconnection Seekers. Interconnection Provider and the Interconnection Seeker will cooperate in planning and implementing Interconnection to ensure as far as possible that their respective networks work together efficiently and effectively for the provision of the Services. Such cooperation will include the mutual exchange of relevant capacity and network to their respective network.

### 6.5.2 Network Plan

The Network Plan will be part of the Interconnection Agreement and contain those elements necessary for Interconnection Provider and the Interconnection Seeker to implement the provisions made under this RIO. Such information includes but is not limited to:



- 6.5.3 Optical fiber traffic and capacity forecast
  - 6.5.4 Contact points for both Interconnection Provider and Interconnection Seeker
  - 6.5.5 Network diagrams of all Interconnection Points and evolution
  - 6.5.6 Circuit Identification Code
  - 6.5.7 Transmission plan and its evolution
  - 6.5.8 Testing and commissioning procedures
  - 6.5.9 Synchronization plan
  - 6.5.10 Interconnection Performance Standards
  - 6.5.11 Network Resilience, Diversity and Security
  - 6.5.12 Operation and Maintenance Principle
  - 6.5.13 Date of next review
-

6.5.14 As part of the planning of the initial and ongoing capacity, each Party will provide the other Party, information on the availability (or otherwise) of sufficient transmission capacity at any relevant Interconnection Provider or the Interconnection Seeker facility for establishing Interconnection Links.

6.5.15 The Network Plan will address the forecasts for the following twelve (12) months for the Interconnection Seeker's Interconnection requirements in terms of optical fiber bandwidth and location and number of Interconnection Links, according to the terms defined.

## **6.6 Provision of Network**

6.6.1 The Interconnection Seeker and the Interconnection Provider will cooperate in planning and implementing Interconnection to ensure as far as possible that their respective networks work together efficiently and effectively for the provision of the Services. Both parties shall appoint a technical coordination committee to oversee the interconnection process. Such cooperation will include the mutual exchange of relevant capacity and network topology information to facilitate preparing for and implementing Interconnection.

## **6.7 Network Plan**

6.7.1 The Interconnection Seeker and the Interconnection Provider will jointly formulate and agree on a Network Plan. The Network Plan will be part of the Interconnection Agreement and will contain those elements necessary for both Parties to implement the provisions made under this RIO. Such information will include but not limited to:

6.7.1.1 Traffic and Capacity Forecasts;

6.7.1.2 Contact points of both Interconnection Provider and Interconnection Seeker;

6.7.1.3 Transmission Plan and its evolution;

6.7.1.4 Switching details;

6.7.1.5 Interconnection Performance Standards;

6.7.1.6 Network Resilience, Diversity and Security;

6.7.1.7 Operations and Maintenance Principles;



## 7 PART VII: INTERCONNECTION LINK SERVICE

### 7.1 Services Forecasting

- 7.1.1 Interconnection Provider and Interconnection Seeker shall provide forecasts for the Services in good faith and use all reasonable endeavors to ensure that forecasts are as accurate as possible.
- 7.1.2 The Interconnection Provider must provide a separate forecast each Quarter for new Interconnection Paths, Interconnection Links, capacity on Interconnection Links for a three (3) year period and must update that forecast on a rolling basis each quarter, unless otherwise agreed between the Parties.

### 7.2 New Services

- 7.2.1 Interconnection Provider or the Interconnection Seeker may, at any time, request from either Party an Agreement amendment to interconnect their respective Networks for the provision of:
- 7.2.1.1 Any Service or facility which the Requested Party provides either to itself or under an Interconnection Agreement with another Licensed Operator
- 7.2.1.2 A new Service, belonging to a Relevant Market in which Interconnection Provider is designated as Dominant Service Provider, not currently provided or able to be provided under an Interconnection Agreement and has not previously been supplied pursuant to an Interconnection Agreement or any other agreement between the Requested Party and any other Interconnection Seeker

- 7.2.2 Such requests shall be clearly marked as a request for a new Service pursuant to this clause 5.2.
- 7.2.3 Following a request, Interconnection Provider or the Interconnection Seeker shall treat the other Party in a fair and professional manner and offer the Service or facility on the basic applicable standard tariff terms and conditions.
- 7.2.4 The Party making the request shall provide the Party receiving the request with a written statement of its requirements at the time of its request, which must include the following information:
- 7.2.4.1 Details of the New Interconnection Service or change to an existing Interconnection Service;
  - 7.2.4.2 The locations at which the New Interconnection Service or change to an existing Interconnection Service are required;
  - 7.2.4.3 Other relevant details sufficient to enable the other Party to assess whether a plan can be constructed to meet the request in the timescale sought;
  - 7.2.4.4 Any other information which the other Party would reasonably consider necessary.
- 7.2.5 The Party receiving the Request shall acknowledge receipt of the Request no later than 5 (five) Days after receipt of said Request.

- 7.2.6 The Party receiving the request shall confirm whether the statement of requirements is sufficiently detailed to enable it to provide the requested Service. This confirmation shall be done no later than ten (10) Days of receipt of the Request, unless otherwise agreed by the parties. The Party receiving the Request shall request any further clarification it may reasonably require.
- 7.2.7 Subject to the sufficiency of the statement of requirements, the Party receiving the Request shall state in writing whether it is willing to negotiate in good faith in order to enter into negotiations not later than twenty (20) Days after the receipt of the statement of requirements, unless otherwise agreed by the Parties.
- 7.2.8 In the event that the Party receiving the request indicates that it is willing to negotiate the Request, the Parties would then commence negotiations in good faith on the technical and commercial aspects of the New Interconnection Service or change to an existing Interconnection Service within twenty (20) Days after receipt of the statement of requirements.
- 7.2.9 If the Parties cannot agree on the technical and commercial terms for the New Interconnection Service or change to an existing Interconnection Service, or the Party receiving the request indicates that it is not willing to negotiate or enter into an agreement, either of the Parties may notify the other Party of a Dispute in accordance with the ATRA Confidentiality, Dispute, and Compliance Regulatory Procedure.

7.2.10 If the request is for a new Interconnection Service, the agreed technical, operational and commercial terms shall be incorporated into a revision to this RIO and submitted to ATRA for approval. Such terms shall be included in the Interconnection Agreement as appropriate.

7.2.11 Any withdrawal of an interconnection Service shall be notified to ATRA for approval and to the Interconnection Seeker sixty (60) days in advance of the proposed date of withdrawal.

### **7.3 Interconnection Testing**

#### 7.3.1 Testing Principles

7.3.1.1 The purpose of Interconnection Testing is to provide reassurance that the Interconnection Provider and the Interconnection Seeker's Network can properly exchange optical fiber traffic or bandwidth traffic and that Interconnection of these two Networks will not adversely affect the existing Services provided by each Party to their respective customers.

7.3.1.2 Interconnection between the Parties' Networks shall be carried out, and provision of Services under this RIO shall be provided only after the satisfactory completion of Interconnection Testing and only after the Parties are mutually satisfied with the Interconnection Testing results. Interconnection testing shall be done free of charge.

7.3.1.3 Prior to conducting Interconnection Testing, the Party requesting Interconnection shall fully test its Network to ensure that it conforms to the Interface Specifications that conform to the other Party's network (These specifications should meet technically acceptable standards, conform to international best practice and the specifications of the ITU). Any defects in hardware or software of the Requesting Party's Network must be corrected before the commencement of Interconnection Testing.

7.3.1.4 Interconnection Testing shall be carried out in accordance with an agreed testing manual of both the Interconnection Seeker and the Interconnection Provider. All testing shall be completed prior to the final establishment or implementation of any of the following:

7.3.1.4.1 Initial Interconnection;

7.3.1.4.2 A Network Alteration;

7.3.1.4.3 Reinstatement of a Service that has been suspended; or

7.3.1.4.4 Installation of new software or updated existing software that affects or is likely to affect the Party's Interconnection arrangements, irrespective of whether such installation is considered a National Alteration, or part of a Planned Upgrade Program or otherwise.

#### **7.4 Testing Schedule**

7.4.1 The Requesting Interconnection Seeker shall book the required test date(s) and duration (collectively, "test period") and submit a test order form (a form agreed and developed by both Parties that details the test) to the Interconnection Provider least ten (10) Days prior to the requested testing date. The test order form shall contain the necessary details for the testing setup, including the proposed test schedule and the requested test date(s).

7.4.2 Interconnection Provider shall advise the Requesting Interconnection Seeker of the test date in writing within two (2) Business Days of receipt of the test order form. If \_\_\_\_\_ Interconnection Provider is not able to perform the testing on the requested test dates, \_\_\_\_\_ Interconnection Provider shall propose an alternative test schedule with the response and negotiate in good faith with the Requesting Interconnection Seeker to arrange an alternative schedule.

7.4.3 The requested test period is subject to mutual understanding by Interconnection Provider and the Interconnection Seeker. Both Parties shall act in good faith and make reasonable efforts to complete all test items within the estimated test period.

7.4.4 Any request by the Requesting Interconnection Seeker to extend the agreed test period is subject to mutual understanding by both Parties. The Requesting Interconnection Seeker shall make its request for extension within a reasonable time period prior to the end of the test period.

7.4.5 Interconnection Provider shall not be liable to the Requesting Interconnection Seeker for any delay in completing all test items, unless such delay is directly attributable to Interconnection Provider's negligence or willful misconduct.



## **7.5 Daily Time Table of Interconnection Testing**

All Interconnection Testing shall be carried out during normal business hours or as agreed between Interconnection Provider and the Interconnection Seeker. Any Interconnecting Testing that affects traffic should be scheduled so as to minimize service disruption. Testing of the Interconnect Link(s) will be kept to a minimum and will be avoided during the busy hour periods.

## **7.6 Testing Results**

- 7.6.1 Interconnecting the Requesting Interconnection Seeker's Network to Interconnection Provider's designated POI shall be carried out only upon satisfactory completion of the Interconnection Testing and only after the Interconnection Provider is satisfied with the Interconnection Testing results.
- 7.6.2 In the event that Interconnection Provider or the Interconnection Seeker identifies one or more Critical Problems, the Party causing the Critical Problem shall endeavor to resolve any such problems during the testing period. Otherwise, after the end of the first testing period, the Party causing the Critical Problem(s) shall resolve the Critical Problem(s) and subsequently demonstrate to the satisfaction of the other Party their resolution through completion of a new round of testing.

## **7.7 Service Testing Cancellation**

- 7.7.1 The Requesting Interconnection Seeker shall adhere to the test period as mutually agreed.
- 7.7.2 Any request for cancellation of Interconnection Testing shall be made in writing by the Party seeking to cancel the test, with reasonable notice to the other Party.
- 7.7.3 In the event that Interconnection testing is completed or is terminated by one Party before the last day of the test period, the other Party may recover its reasonable costs related to the cancelled test from the Party cancelling the test.

## 8 PART VIII: FORCE MAJEURE

### 8.1 Force Majeure

- 8.1.1 Neither Party shall be liable to the other Party for any delay or failure to perform any obligation under this Agreement to the extent that performance of such obligation is prevented by a Force Majeure.
- 8.1.2 The Party initially affected by a Force Majeure shall, as soon as is reasonably practicable, notify the other of the Force Majeure event, copying ATRA, describing the effect of the Force Majeure event on the performance of obligations under the Agreement and of the estimated extent and duration of its inability to perform or delay in performing its obligations.
- 8.1.3 Upon cessation of the Service effects of the Force Majeure, the Party initially affected by a Force Majeure shall promptly notify the other of such cessation.
- 8.1.4 If as a result of a Force Majeure, the Party is prevented from performing part of its obligations under this Agreement, such Party shall perform those of its remaining obligations not affected by such Force Majeure.
- 8.1.5 To the extent that a Party is prevented as a result of a Force Majeure from providing all of the Services or facilities to be provided under this Agreement, the Party shall be released to the equivalent extent from its obligations to make payment for such Services or facilities or complying with its obligations in relation thereto.
- 8.1.6 If the effects of such Force Majeure continues for a continuous period of less than sixty (60) Days from the date of the Force Majeure notification any obligation outstanding shall be fulfilled by the Party initially affected by the Force Majeure as soon as reasonably possible after the effects of the Force Majeure have ended.

## ANNEX I: List of acronyms and definitions

ACRONYM	MEANING/DEFINTION
APM	Accounting Procedures Manual
ATRA	Afghanistan Telecommunications Regulatory Authority
BB	Broadband
CAPEX	CAPital EXpenditure
CAT	Customer Access Tail
CSI	Customer Sited Interconnect
FAC	Fully Allocated Cost
G1	Grade 1
GBV	Gross Book Value
GRC	Gross Replacement Cost
ISC	Interconnect Specific Charge
ISI	In-Span Interconnect
ISP	Internet Service Provider
Kbps	Kilobits per second
LLCO	Local Leased Circuit for INTERCONNECTION SEEKER
LLU	Local Loop Unbundling
LRIC	Long Run Incremental Cost
MB	Megabytes
Mbps	Megabits per second
MPLS	Multiprotocol Label Switching
MSAN	Multi-Service Access Node
NA	Network Activity
NBV	Net Book Value
NGN	Next Generation Network

INTERCONNECTION SEEKER	Other Licensed Operator
POP	Point Of Presence
RAN	Radio Access Network
RAO	Reference Access Offer
RIO	Reference Interconnection Offer
RO	Reference Offer
S&M	Support and Maintenance
UC	Un-attributable Costs
WACC	Weighted Average Cost of Capital

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## ANNEX II: Terms and Definitions

**“access”** means the making available of telecommunications facilities and equipment, or services or both facilities and services by one Service Provider to another Service Provider, for the purpose of providing interconnection, and includes access to network elements and associated facilities, access to physical infrastructure including buildings, ducts and masts, and access to network software systems including operational support systems;

**“co-location”** means accommodation of two or more switches, transmission equipment and antennas or other electronic communications equipment, or power generation equipment in, or on a single building tower or other structure for the purposes of interconnecting communications networks or for other telecommunications purposes;

**“Dominant Service Provider”** means a Service Provider designated to have significant market power or otherwise to be dominant in one or more telecommunications service markets pursuant to the Telecom Law

**“Enhanced Service”** A service offered over common carrier transmission facilities employing computer processing applications to handle the format, content, code, protocol, or similar aspects of the customer's transmitted information; provide the customer with additional, different, or restructured information; or involve customer interaction with stored information

**“Essential Facility”** means a telecommunication facility owned by a Service Provider (including an Interconnection Provider) which cannot feasibly, whether economically or technically be substituted and is declared to be an essential facility by the Authority;

**“IGO”** International Gateway Operator – a service provider licensed by the Commission to provide in-bound and out-bound facilities for international telecommunications traffic

**“Interconnection”** means the physical and logical linking of telecommunications networks used by the same or a different Service Provider in order to allow the users

of one Service Provider to communicate with users of the same or another Service Provider, or to access the facilities and/or services of another Service Provider. For the purposes of the Telecom Law and regulatory procedures, the term interconnection includes 'access', meaning the making available of telecommunications facilities or services by one Service Provider to another for the purpose of providing telecommunications services;

**“Interconnection Dispute”** means a dispute between two or more parties who are Service Providers, regarding the reasonableness of a request for interconnection under these regulatory procedures.

**“ONA”** Open Network Architecture – A network architecture that is provided within an open system concept

**“ONP”** Open Network Provision - A set of technical interfaces and usage conditions adopted by the EU for the interconnection of networks based on the open systems concept.

**“Open Systems”** A portable, scaleable and interoperable system that is based on publicly available standards for subsystem interaction. It facilitates multi-operator and multi-technology integration

**“Service Provider”** means a person or entity under permit or license by the ATRA that provides a telecommunications service to the public or that owns or operates a telecommunications network used to provide telecommunications services to the public;

**“Significant Market Power”** means a position of economic strength, acting either individually or jointly with others, permitting a Service Provider to act to an appreciable extent independently of customers or competitors, or otherwise constituting a position of dominance in one or more identified telecommunications service markets; and

**“Telecommunications Facility”** means any facility, apparatus or other thing that is used or is capable of being used for telecommunications or for any operation directly connected with telecommunications.

**“Interconnection Link”** A Link between “The Operator’s” Access Point and the “Interconnected Operator”

**“Operator Access Point”** The physical interface within the Operator’s System from which the Interconnection services can be obtained.

**“Interconnected Operator”** An operator wishing to be or being interconnected to “The Operator”

**“KPI”** Key Performance Indicator

**“Link”** Set of telecommunications facilities necessary to establish one or more transmission paths between two locations.

**“Party(ies)”** “The operator”, offering interconnection services and the **“Interconnected Operator”** buying interconnection services under this agreement.

**“Point of Interconnection (POI)”** The physical point on the Interconnection Link where the telecommunications network of “The Operator” and the “Interconnected Operator’s” System are interconnected. The POI is the boundary between “The Operator” and the “Interconnected Operator domains of responsibility”

**“Reference Interconnect Offer (RIO)”** The present offer for interconnection Services

**“System”** All equipment and software which, an Operator uses to provide his telecommunications services.

**“SLA”** Service Level Agreement

**“Tolerable Discrepancy”** The amount by which a financial statement line item can differ from its true amount without impacting the fair presentation of the entire financial statements.

**“Traffic”** Intelligence moved over a telecommunication channel

### ANNEX III: Interconnection Price List

Interconnection pricing provided by a Service Provider under the designation of having SMP in the OFC market shall conform to the price list contain in Section XXX of the Price Cap / Tariff Regulatory Procedure

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## ANNEX IV: Technical Specifications and Quality of Service

### SUMMARY OF STANDARDS AND SPECIFICATIONS

NAME	DESCRIPTION
Characteristics of optical fiber components and subsystems	G.660 - G.699
Digital Networks	G.800 - G.899
Digital Sections	G.900 - G.999
Quality of Service and Performance	G.1000 - G.1999
Transmission Media Characteristics	G.6000 - G.6999
Data Over Transport	G.7000 - G.7999
Packet Over Transport	G.8000 - G.8999
Access Networks	G.9000 - G.9999
Switching Interfaces	ITU-T E770
Transmission Interface	ITU-T G. 707/G.782/G.783
	ITU-T Q.703/ Q.704 / Q.708/ Q.712/ Q.713/ Q.716/ Q.734/ Q.762/ Q.763/ Q.764/ Q.772/ Q.773/ Q.774 / Q.775
Signalling	ITU-T G.781/ G.810/ G.811/ G.812
Synchronization	ITU-T G.776
Higher Layer Protocol	ITU-T H.323
Interface of IP Network	ITU-T G.992.2
Broadband Interface	Afghanistan Electrical Safety Guide
Electrical Safety	ATRA's QoS Guideline and / or ITU
Quality of Service (QoS)	

**ANNEX V: Interconnection Link Handover Form**

**INTERCONNECTION LINK HANDOVER FORM**

Company's Name

Interconnection Provider Information

REFERENCE IDENTIFICATION CODE

Contact  
Information

Billing Address

Order Date

**CIRCUIT IDENTIFICATION CODE**

**SERVICE READY DATE**



**ANNEX VI: Interconnection Service Order Form**

**INTERCONNECTION SERVICE ORDER FORM**

Company's Name

Interconnection Provider Information

REFERENCE IDENTIFICATION CODE

Contact  
Information

Billing Address

Order Date

**INTERCONNECTION SERVICE REQUESTED DETAILS**

**INTERCONNECTION NODE LOCATION**

Service Ready  
Date

**ADDITIONAL INFORMATION**

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**ANNEX VII: Interconnection Service Cancellation Form**

**INTERCONNECTION SERVICE CANCELLATION FORM**

Company's Name

Interconnection Provider Information

REFERENCE IDENTIFICATION CODE

Contact  
Information

Billing Address

Order Date

**INTERCONNECTION SERVICE REQUESTED DETAILS**

**INTERCONNECTION NODE LOCATION**

*Cancellation Date*

REASON FOR CANCELLATION

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