Malaysian Communications and Multimedia Commission

Review of Mandatory Standard on Access

Public Inquiry Paper

3 April 2026

This Public Inquiry Paper was prepared in fulfilment of sections 55(2), 55(4) and 61 of the Communications and Multimedia Act 1998

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PREFACE

MCMC invites submissions from industry participants, other interested parties and members of the public on the questions and issues raised in this PI Paper concerning the **Review of Mandatory Standard on Access**. In this PI Paper, MCMC sets out an array of preliminary views. Submissions are welcome on the preliminary views where comment is specifically sought. Submissions are also welcome on the rationale and analysis comprising this PI Paper where no specific questions have been raised. All submissions should be substantiated with reasons and, where appropriate, evidence or source references. Written submissions, in both hard copy and electronic form, should be provided to MCMC in full by **12 noon, 19 May 2026**.

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In the interest of fostering an informed and robust consultative process, MCMC proposes to make submissions received available to interested parties upon request. MCMC also reserves the right to publish extracts or entire submissions received. Any commercially sensitive information should be provided under a separate cover clearly marked '**CONFIDENTIAL**'. However, for any party who wishes to make a confidential submission, a "public" version of the submission should also be provided.

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ABBREVIATIONS AND GLOSSARY

A2P	Application-to-Person
ADUN	*Ahli Dewan Undangan Negeri*
AMR-WB	Adaptive Multi-Rate Wideband
ASP	Applications Service Provider
API	Application Programming Interface
BTU	Broadband Termination Unit
CAS	Common Antenna System
CDN	Content Delivery Network
CIMS	Communications Infrastructure Information Management System
CMA	Communications and Multimedia Act 1998
DAS	Distributed Antenna System
EMF	Electronic Magnetic Field
EOI	Equivalence of Inputs
EPC	Evolved Packet Core
EPS	Evolved Packet System
GSM	Global System for Mobile Communications
GSMA	GSM Association
GSP	Gaining Service Provider
HGU	Home Gateway Unit
HSBB	High Speed Broadband Network
IBC	In-Building Coverage
IBS	In-Building Solution
ILS	Interconnect Link Service
IMS	IP Multimedia Subsystem
IP	Internet Protocol
IPTV	IP Television
IR 4.0	Fourth Industry Revolution
JENDELA	*Jalinan Digital Negara*
Kbps	Kilo Bit Per Second
KPI	Key Performance Indicators
LTBE	Long-Term Benefit of the End User
LTE	Long-Term Evolution
Mbps	Mega Bit Per Second
MCMC	Malaysian Communications and Multimedia Commission
MEC	Mobile Edge Computing
MNO	Mobile Network Operator

MNP	Mobile Number Portability
MOCN	Multi-Operator Core Network
MORAN	Multi-Operator Radio Access Network
MSA	Mandatory Standard on Access
MSAP	Mandatory Standard on Access Pricing
MSQoS	Mandatory Standard for Quality of Service
MTSFB	Malaysian Technical Standards Forum Bhd
MTTR	Mean Time to Restore
MVNO	Mobile Virtual Network Operator
NDA	Non-Disclosure Agreement
NEF	Network Exposure Function
NSSF	Network Slice Selection Function
O&T	Origination and Termination
PBT	*Pihak Berkuasa Tempatan*
POI	Point of Interconnection
PON	Passive Optical Network
POP	Point of Presence
QoS	Quality of Service
RAN	Radio Access Network
RAO	Reference Access Offer
RSP	Receiving Service Provider
SAO	Standard Access Obligation
SIP	Session Initiation Protocol
SLA	Service Level Agreement
SMS	Short Messaging Services
SS7	Signalling System Number 7
SWN	Single Wholesale Network
TAC	Transaction Authorisation Code
USP	Universal Service Provision
VLAN	Virtual Local Area Network
VoIP	Voice Over Internet Protocol
VoLTE	Voice-over-LTE (Long-Term Evolution)
VoNR	Voice over New Radio
4G	Fourth Generation
5G	Fifth Generation
5GC	Fifth Generation Core

Introduction

1 Public Inquiry

Purpose of this Public Inquiry and PI Paper

1.1 Under section 55(1) of the CMA, MCMC may, from time to time, make a determination on any matter specified in the CMA as being subject to MCMC's determination. The relevant matters in this case are questions of mandatory standards under Part V, Chapter 10 of the CMA.

1.2 Access regulation, or forbearance in respect of access regulation, has long-term consequences: overall economic implications for industry, financial implications for firms, and impacts on consumers and technological innovation. MCMC has adopted the widest possible consultative approach under the CMA in order to obtain maximum industry and public input. MCMC's approach is also designed to promote certainty and transparency in the exercise of its powers.

1.3 This PI Paper has been issued by MCMC to solicit views from industry participants, other interested parties and members of the public to assist MCMC to determine whether any additions, deletions or amendments are required to the obligations under the MSA.

1.4 As discussed below, MCMC has already undertaken an information-gathering exercise, which included the circulation of a questionnaire for the MSA, followed by meetings with licensees, about the proposed Public Inquiry. MCMC has had regard to the feedback provided by the industry during this information gathering phase in preparing this PI Paper.

1.5 This PI Paper on Review of the MSA is issued concurrently with a PI Paper on Review of Access List.

Public Inquiry Process

1.6 The Public Inquiry process is subject to certain requirements under the CMA. Annexure 2 of this PI Papersets out a more complete description of the CMA provisions which apply to this Public Inquiry. However, in brief:

(a) section 61(1)(d) of the CMA requires that the Public Inquiry period must be a minimum of 45 days, within which public submissions will be invited;

(b) section 65(2) of the CMA requires MCMC to publish a report setting out the findings of an inquiry within 30 days of the conclusion of its Public Inquiry, which period may be extended by MCMC by not more than 30 days; and

(c) section 55(5) of the CMA requires MCMC to make a determination about a matter regarding which a public inquiry is held within 30 days of the publication of the report on the inquiry.

1.7 At the end of the Public Inquiry, MCMC will:

(a) publish a report setting out its findings in relation to the Public Inquiry during the 30-day period (or if extended by MCMC, 60-day period) following the close of the Public Inquiry; and

(b) make any determinations arising out of the Public Inquiry within a further 30 days.

1.8 An indicative timeline for this process is set out below:

Steps	**Timeline**
Close of Public Inquiry	19 May 2026
Issuance of Public Inquiry Report	30 days from the conclusion of Public Inquiry and may be extended by not more than 30 days
Issuance of Commission Determination on Mandatory Standard on Access	Within 30 days from the publication of the Public Inquiry Report

Scope of Public Inquiry

1.9 In conducting this Public Inquiry, MCMC will review the non-price terms and conditions in the MSA to determine whether they require any amendment to reflect a shift in market practices and conditions, or to align with changes to the Access List proposed in the PI Paper on Review of Access List, released concurrently with this PI Paper.

1.10 In undertaking this task, MCMC will have regard to feedback from the industry during the information gathering phase described above.

Matters outside scope

1.11 Matters that are outside the scope of this review include:

(a) determinations on pricing; and

(b) consideration of exemptions from the standard access obligations (**SAOs**), which are subject to grant by the Minister.

Outputs from Public Inquiry

1.12 The first output of the Public Inquiry will be a Public Inquiry Report which will set out MCMC's findings on the Public Inquiry.

1.13 The regulatory instruments that may potentially be issued following this Public Inquiry are:

(a) a Determination that varies the existing Determination on Mandatory Standard on Access; or

(b) a new Mandatory Standard on Access Determination, which would include all retained terms and conditions (as amended) and any new mandatory standards (or non-price terms and conditions) to be included in the MSA Determination.

1.14 The existing Mandatory Standard on Access is set out in the Commission Determination on the Mandatory Standard on Access, Determination No. 1 of 2022. The MSA would be modified, varied or revoked under sections 56 and 106 of the CMA.

Legislative context

1.15 The legislative context for the MSA and this Public Inquiry is set out in Annexure 2.

2 Overview of the Current MSA

Regulatory approach and scope of the current MSA

2.1 The current MSA is set out in the Commission Determination on the Mandatory Standard on Access, Determination No. 1 of 2022. The current MSA imposes obligations on Access Providers and Access Seekers in relation to Facilities and Services contained in the Access List. It does not extend regulation beyond the Access List.

2.2 The MSA imposes obligations to facilitate the negotiation of Access Agreements between an Access Provider and an Access Seeker. It also sets out mandatory terms relating to access to Services and Facilities on the Access List.

2.3 The MSA requires an Access Provider to prepare a Reference Access Offer (**RAO**), which sets out the full terms and conditions on which the Access Provider is prepared to supply Facilities and Services to any other operator. The RAO must be consistent with the MSA. Access Seekers can either:

(a) accept the RAO as it is and enter into an Access Agreement on the basis of the standard terms;

(b) negotiate amendments to the RAO and enter into an Access Agreement based on the negotiated RAO; or

(c) negotiate an Access Agreement on alternative terms.

Overview of obligations under the current MSA

2.4 The current MSA contains four (4) substantive sections imposing obligations on Access Providers and Access Seekers:

(a) **Disclosure Obligations:** under the Disclosure Obligations in the MSA, Access Providers must make available certain information to Access Seekers during negotiation of an Access Agreement and notify MCMC once a year regarding Facilities and Services included in the RAO, details of Access

Agreements, details of ongoing negotiations, disputes, constrained capacity and security requirements; and technical and operational data in relation to various services.

(b) **Negotiation Obligations:** under the Negotiation Obligations in the MSA, Access Providers must negotiate with Access Seekers in accordance with certain requirements concerning timeframes and process. Given that the MSA does not specify all terms and conditions of access, the Negotiation Obligations attempt to limit the ability of an Access Provider to misuse its stronger position during negotiations with an Access Seeker by means of regulated Negotiation Obligations.

(c) **Content Obligations:** under the Content Obligations in the MSA, Access Providers must include terms and conditions in their RAOs which are consistent with certain principles and terms specified in the MSA. These content obligations target a wide-ranging number of areas where Access Providers may otherwise attempt to undermine the intent of access.

(d) **Service Specific Obligations:** under the Service Specific Obligations in the MSA, Access Providers must comply with certain terms and conditions relating to the supply of specific Facilities and Services set out in the Access List.

3 Introductory Sections of MSA

Overview

3.1 The introductory sections of the MSA set out:

(a) definitions and rules of interpretation for the MSA;

(b) the background to the MSA, including the legislative basis for the MSA; and

(c) the scope of the MSA, including the types of Facilities and Services covered by the MSA.

Submissions received and MCMC assessment

Issues relating to definitions

3.2 Stakeholders sought clarity on the definitions as follows:

(a) TM noted that the definition of "itself" includes its own divisions, subsidiaries, partners or other entities in which it has direct or indirect equity, contractual or other interest. TM argued that this definition is overly broad. For example, if an Access Provider holds even a 1% shareholding in an entity, that entity would be regarded as part of the Access Provider, but in practice, the Access Provider may have no control or influence over such entities. TM proposed amending the definition of "itself" to cover only divisions and subsidiaries under the operator's direct control.

(b) U Mobile noted that:

(i) "unreasonable refusal" of an Access Request (in subsection 5.4.9) is not defined, leading to differing interpretation by different operators;

(ii) the definition of "material change" in network change obligations (subsection 5.10) should be clarified to make clear what requires notification vs commercial negotiation; and

(iii) there should be clearer definitions or guidance notes within the MSA to reduce dispute risks.

(c) Another operator submitted that:

(i) the definition of "equivalence of inputs" (subsection 4.1.6) is broad and needs operational benchmarks; and

(ii) the treatment of new technologies such as VoNR and 5G SA slicing is unclear under existing terms.

3.3 TM's submission on the definition of "itself" refers to the clarification within the definition of Equivalence of Inputs (**EOI**) as set out below:

""Equivalence of Inputs" is a concept that describes an Access Provider providing to itself and to all Access Seekers the same Facilities and Services on the same terms and conditions including at the same prices and service levels, using the same systems and processes and to the same timescales. For clarification, references in this Standard to "itself" includes its own divisions, subsidiaries, partners or other entities in which it has a direct or indirect equity, contractual or other interest;"

3.4 MCMC does not agree with TM's proposal to narrow the definition of "itself". The inclusion of "*direct or indirect equity, contractual or other interest*" is essential to ensure the integrity of the EOI principle. Narrowing this to only cover direct control would create regulatory loopholes, allowing Access Providers to potentially favour partners or minority-owned entities to the detriment of independent Access Seekers. MCMC maintains that the current broad definition is necessary to uphold the general duty of non-discrimination.

3.5 Regarding U Mobile's submissions, MCMC responds as follows:

(a) There is no term such as "unreasonable refusal" used in the current MSA. For clarity, the grounds for refusal are prescribed at subsection 5.4.11 of the MSA.

(b) There is no reference to "material change" in subsection 5.10. However, there are references to Network Change. The kinds of proposed "Network Changes" are particularised at subsection 5.10.2 of the MSA.

(c) MCMC is of the view that the definitions are sufficiently clear. If there is still a dispute on the interpretation of any definition, stakeholders can refer the issue to MCMC for clarification.

3.6 With respect to another operator's submissions, MCMC's view is that the EOI is already defined by comparing the basis of supply to an Access Seeker against the basis of supply the Access Provider gives to "itself" (refer to the definition above). Furthermore, specific operational benchmarks (such as activation and restoration timeframes) have been embedded directly into the Service Specific Obligations for HSBB and 5G services to provide the necessary clarity.

3.7 Further, MCMC proposes adding a new section 5A under the Definitions and Interpretation section of the MSA determination as follows, to ensure consistent interpretation between various regulatory instrument and promote legal certainty:

The Mandatory Standard on Access shall not be read or interpreted in isolation. It shall be read together with the Act, the applicable Commission Determination on the Access List, the applicable Commission Determination on the Mandatory Standard on Access Pricing, and all other relevant determinations and guidelines issued by the Commission from time to time, to the extent that they are not inconsistent with the Act.

3.8 Lastly, MCMC notes that it has also refined existing definitions and introduced new definitions to align with the amendments to the Access List, but these changes do not materially affect the substantive provisions of the MSA and so have not been listed in this section.

MCMC preliminary view

3.9 MCMC's preliminary view is to retain the introductory sections of the MSA and add a new provision as set out below:

Reference	**Summary of proposed change**	**MCMC rationale**
5A of the MSA determination (under "Definitions and Interpretations" section).	MCMC proposes adding the following new interpretation rule: *"The Mandatory Standard on Access shall not be read or interpreted in isolation. It shall be read together with the Act, the applicable Commission Determination on the Access List, the applicable Commission Determination on the Mandatory Standard on Access Pricing, and all other relevant determinations and guidelines issued by the Commission from time to time, to the extent that they are not inconsistent with the Act."*	This interpretation rule will ensure that the MSA is applied as part of a cohesive regulatory framework. By explicitly requiring the MSA to be read in conjunction with the Act and relevant MCMC Determinations, MCMC aims to eliminate fragmented interpretations that could lead to regulatory arbitrage or interpretive conflicts. This amendment promotes legal certainty and ensures that all industry players have a consistent understanding of their obligations across the entire breadth of instruments that regulate access to services and facilities.

Question

Question 1:	Do you agree with MCMC's proposal to add a new interpretation rule in section 5A of the MSA determination? If not, please provide reasons.

4 General Principles

Overview

4.1 Section 4 of the MSA sets out a number of general principles which govern access to Facilities and Services in the Access List. It sets out:

(a) concepts of reasonableness, unreasonable request, unreasonable terms and non-discrimination;

(b) examples of the application of the non-discrimination principle;

(c) customer relationship principles;

(d) the rule on no exclusivity and no restriction on resale; and

(e) rules around third-party involvement causing or contributing to non-compliance in timeframe.

Submissions received and MCMC assessment

4.2 While some operators reported that the existing general principles in section 4 of the MSA are sufficient and do not require changes, other operators commented on certain areas for potential improvement and clarification.

No exclusivity and no restriction on resale

4.3 GTP Network proposed to expand subsection 4.4.2 to include Infrastructure Sharing services.

4.4 Maxis recommended a new subsection 4.4.3 to prohibit Access Providers from establishing exclusivity arrangements with any other operator, developer, building owner, state government or other third-party with the intention to restrict an Access Seeker's ability to roll out its own network infrastructure.

4.5 PPIT submitted that its revenue is purely from renting or licensing spaces at its tower sites. PPIT further argued that subsection 4.4.2 is not appropriate for it as it may lose income if Access Seekers are allowed to re-supply access to their facilities. In particular, PPIT objects to the right of an Access Seeker to sub-license or sub-rent part of the leased tower space to another Access Seeker. PPIT therefore submitted that Infrastructure Sharing should also be added as another exception within subsection 4.4.2.

4.6 TM recommended amendment of subsection 4.4.2 to prohibit the simple resale of wholesale services only applicable to HSBB network services. TM's view is that Access Seekers should be required to use wholesale inputs to provide differentiated, value-added retail services. TM's rationale for this suggestion was:

(a) The simple resale of wholesale services (e.g. Transmission Services or HSBB Layer 2 or Layer 3 Services) do not contribute to higher broadband penetration or nationwide coverage, reducing the incentive for operators to rollout as it encourages the resellers to earn arbitrage amount only from

resale. Such arrangements allow Access Seekers to act as sale channels for Access Providers without adding any value to the industry.

(b) In the case of HSBB services, the Access Provider should not be permitted to resell HSBB Layer 2 or Layer 3 in itself, as the intention of HSBB services is to enable the Access Seeker to use the wholesale inputs to deliver their own value-added services such as high-speed internet and IPTV.

(c) In the context of HSBB services, simple resale is not possible as the Access Seeker in the case of Layer 3 HSBB Network Service has no control over critical elements such as VLANs, which are managed by the Access Provider.

(d) Unrestricted resale could lead to market distortions where large Access Seekers purchase capacity in bulk and resell to smaller operators, undermining genuine competition.

4.7 Regarding GTP Network's and PPIT's suggestion to expand the exceptions to subsection 4.4.2 to include Infrastructure Sharing (in addition to the existing Duct and Manhole Access), MCMC considers that this will unduly restrict complex supply models in relation to mobile services, such as MOCN arrangements. Under these arrangements, a downstream Access Seeker acquires access to the RAN infrastructure of the Access Provider (who is itself an acquirer or Access Seeker for the Infrastructure Sharing service). A prohibition on resale of Infrastructure Sharing could have the effect of requiring an Access Seeker for MOCN arrangements (or other forms of network sharing) to also separately contract with the provider of Infrastructure Sharing, in addition to acquiring MOCN or network sharing access. This is likely to introduce undue complexity and present a barrier to access for Access Seekers. Accordingly, MCMC does not propose to expand the exception in subsection 4.4.2 to cover Infrastructure Sharing.

4.8 MCMC also proposes to add a new Service Specific Obligation for the Infrastructure Sharing service, which would prevent Access Providers from requiring an Access Seeker to obtain the Access Provider's consent prior to entering into a MOCN or MORAN arrangement or locating MOCN or MORAN equipment within the Access Provider's facility. This proposal is described in further detail in section 25.

4.9 With respect to Maxis' submission, MCMC is interested in obtaining stakeholder views about whether to include in the MSA a prohibition on Access Providers entering into exclusive arrangements with government authorities or landowners in respect of Services and/or Facilities on the Access List. MCMC also confirms that any Access Provider who has entered into such exclusivity arrangements is still bound by the Access List and the MSA and must provide subsequent access to Facilities and/or Services which are the subject of the exclusivity arrangement if such access is requested by Access Seekers.

4.10 More generally, MCMC does not consider it appropriate to narrow the prohibition on resale or limit it to certain types of customers. Prohibitions on resale have a negative effect on competition, as they prohibit the Access Seeker from competing with the Access Provider in downstream markets (by reselling the Access Provider's service or facility access). These prohibitions are therefore not in the LTBE.

4.11 Accordingly, MCMC's view is that there is no sufficient justification for the removal of the prohibition on resale from the MSA, whether in whole or in part.

Notification to MCMC regarding third-party delays

4.12 Subsection 4.5 of the MSA requires Access Providers to notify MCMC of non-compliance with timeframes under the MSA that are caused or contributed to by third-party involvement, such as where local authority approvals are required.

4.13 A number of Access Providers submitted that they do not notify MCMC of any delays caused by third-parties pursuant to subsection 4.5.

4.14 PPIT commented that it has generally not notified MCMC of delays due to third-parties, as PPIT prefers to resolve the issues with the third-parties (typically local authorities) directly rather than involve MCMC. PPIT fears that if issues are reported to MCMC, it will sour PPIT's good rapport with local authorities. PPIT also submitted that the obligation under subsection 4.5.1 is onerous and may harm PPIT's relationships with local authorities. It suggested that this provision be made optional.

4.15 TM submitted that subsection 4.5 is not necessary and is overly prescriptive, given a failure to comply with timeframes can be resolved at an operational level. TM noted that requiring further reporting to MCMC merely adds another layer of administrative obligation, given Access Seekers can ask MCMC to investigate the issue in more detail under the dispute resolution mechanism if required.

4.16 MCMC does not consider it appropriate to remove subsection 4.5 or make it optional. Since the timeframes under the MSA are binding, it is reasonable that Access Providers inform MCMC where they are unable to comply with a timeframe due to third-party involvement or matters outside the Access Provider's reasonable control. This will allow MCMC to determine the reasons for the Access Provider's non-compliance, which will also be useful in the event of a dispute with the Access Seeker. MCMC also considers that this notification obligation creates a clear incentive on Access Providers to resolve delays with third-parties in an operationally efficient manner. Accordingly, MCMC proposes to retain subsection 4.5.

Concept of "unreasonableness"

4.17 Celcom Timur highlighted significant practical and interpretative difficulties regarding subsection 4.1.2 of the MSA, specifically where an Access Provider "may refuse" a request. It notes that, while paragraph 4.1.2(b) refers to subsection 4.1.4 for situations where requested terms are "not reasonable," the provision fails to define what constitutes "unreasonable terms," leading to operational ambiguity. It submitted that Access Providers may face challenges in determining when they are legitimately entitled to refuse a request without breaching the MSA or being seen as non-compliant. This uncertainty is compounded by the obligation to continue supplying services during dispute resolution to ensure continuity for end-users, which effectively limits the practical effect of refusal.

4.18 Celcom Timur sought clarification on the scope of discretion and the definition of unreasonable terms, as well as clearer interpretation of minimum service

requirements, including network architecture, QoS, and service availability exclusions, to prevent inconsistent application and expectations.

4.19 In response to Celcom Timur's submission, MCMC acknowledges that "unreasonable terms" is not defined in the MSA or the CMA. MCMC considers that "unreasonableness" is a contextual concept that must be balanced against the LTBE and objects of the Act. In this regulatory context, a term requested by an Access Seeker would be considered an "unreasonable term" if it was not fair, sensible or appropriate in light of the standard access obligations and the characteristics of the relevant Service or Facility. The benefit of the "unreasonableness" test is that it takes a principles-based approach which can be flexibly adapted to different situations, as compared to a more prescriptive approach that risks being over-inclusive or under-inclusive.

4.20 Where parties cannot agree, subsection 4.1.4 refers them to the dispute resolution process set out in the MSA and other mechanisms under the CMA. Regarding Celcom Timur's point about the requirement to continue supplying services during dispute resolution, MCMC notes that subsection 3.3 of Annexure A requires that "…*an Access Provider and Access Seeker must continue to fulfil their obligations under the Access Agreement between them*." MCMC clarifies that, where the parties are in dispute over the terms on which an Access Seeker is requesting access (i.e. under a pending Access Agreement), there will be no Access Agreement in place that requires the Access Provider to continue supplying services.

Other submissions

4.21 CelcomDigi recommends clarifying subsection 4.2.2 to reflect that requests for superior or customised performance must align with technical feasibility, network capability, and commercial reasonableness, as Access Providers cannot exceed their inherent network limitations without additional investment. CelcomDigi noted that clearer wording would help manage expectations, ensure appropriate cost recovery, and reduce disputes while supporting sustainable network operations.

4.22 Symbio proposed that the General Principles should clarify that a network service provider may use the facilities of a network service provider to provide services to its customers, noting that the licensing guidelines permit this. Symbio has faced difficulties negotiating an Access Agreement with one provider due to questions about how Symbio will deliver services to end-users.

4.23 TIME argued that the General Principles should apply only to incumbent and dominant players as they have had their investments realised and network expanded. Smaller operators should be given "access holidays" until they have grown or reached a defined market share, as such operators need more time to recover investments and expand their networks.

4.24 Tune Talk submitted that general principles should be updated to reflect the current technology infrastructure in use as technologies are evolving rapidly.

4.25 MCMC responds to general submissions on section 4 of the MSA as follows:

(a) In response to CelcomDigi's submission, MCMC clarifies that, while subsection 4.2.2 allows an Access Seeker to request access to Facilities

and/or Services that is either superior or inferior to that which an Access Provider provides to itself, the Access Provider may refuse access to the Access Seeker on grounds that:

(i) the Access Provider does not currently supply, or provide access to, the relevant Facilities and/or Services to itself (paragraph 5.4.11(a)); or

(ii) it is not technically feasible to provide access to the Facilities and/or Services requested by the Access Seeker (paragraph 5.4.11(c)).

(b) In response to Symbio's submission, MCMC does not consider that any amendment to the General Principles is required but clarifies that how an Access Seeker will provide services to its downstream customers is not a relevant factor in the grant of access to Facilities and/or Services. Access Providers are mandated to grant access to Facilities and/or Services under the access regime and must comply with their obligations without considering extraneous factors.

(c) Regarding TIME's submission, MCMC disagrees that the general principles in section 4 of the MSA should only apply to incumbent and dominant operators. As noted above, the CMA does not contemplate an asymmetric regulatory scheme and MCMC does not intend to implement any regulation which applies solely to incumbent or dominant Access Providers.

MCMC preliminary views

4.26 MCMC proposes to make a consequential amendment to subsection 4.4.2, which currently states that Access Seekers must not prevent Access Seekers from re-supplying a Facility and/or Service, except for Duct and Manhole Access.

4.27 As further described in section 28 below, MCMC proposes to rename Duct and Manhole Access to "Pole, Duct and Manhole Access" and include poles for fixed deployments within the service scope. MCMC proposes minor wording amendments to subsection 4.4.2, so that the exception will apply to "*access to ducts and manholes supplied under Pole, Duct and Manhole Access*". This ensures that the exception in subsection 4.4.2 will have the same scope as it currently has under the MSA (i.e. it will only cover ducts and manholes, and not poles for fixed deployments, which are not currently subject to this exception).

4.28 Other than the minor amendment described above, MCMC's preliminary view is to retain section 4 (General Principles) without modification.

Questions

Question 2:	Do you agree with MCMC's preliminary view that no amendments should be made to section 4 (General Principles)? If not, please provide reasons.
Question 3:	What are your views on MCMC including a provision in the MSA prohibiting Access Providers from entering into exclusive arrangements

	with third-parties such as state authorities or landowners in relation to Services and Facilities on the Access List? Do you consider this would be effective in limiting exclusive arrangements in respect of such Services and Facilities?

Disclosure Obligations

5 Reference Access Offers

Overview

5.1 Subsections 5.3.3 to 5.3.6 of the MSA set out requirements relating to Reference Access Offers. MCMC has received a number of submissions in relation to RAOs.

Submissions received and MCMC assessment

5.2 Based on the initial responses to the informal questionnaire, MCMC notes that, although operators did not raise substantive concerns with the RAO model itself, several operators submitted that the RAOs maintained by some Access Providers are inconsistent with or otherwise do not comply with the MSA.

5.3 All stakeholders who responded noted that the Disclosure Obligations are useful in drafting the RAOs and negotiating Access Agreements.

5.4 PPIT and PDC noted that strict compliance with Disclosure Obligations may have been dispensed with at times, but the agreements have lasted in the long term proving that commercial negotiations work.

5.5 TIME, in particular, noted that Disclosure Obligations should be incorporated into the RAO to facilitate negotiations between parties.

5.6 With respect to TIME's suggestion above, MCMC notes that the Disclosure Obligations have direct effect under the MSA and can be relied upon during negotiations between Access Provider and Access Seekers. Accordingly, MCMC does not consider it necessary to also incorporate the Disclosure Obligations in each RAO.

Proposed amendments to RAO obligations

5.7 Stakeholders made the following suggestions to improve the RAO framework:

(a) Allo suggested that non-disclosure agreements (**NDA**s) be included during the initial Access Request process.

(b) DNB has proposed an amendment of subsection 5.3.5 (Amended RAO) to remove the specific process for amendment of a RAO relating to 5G Services as a result of the shift from a single wholesale network model to a dual-network model. The 5G-specific amendment process requires consultation with Access Seekers and MCMC's written approval to publish the RAO following consultation with Access Seekers. DNB submitted that such consultation process and pre-approval delay RAO updates. DNB has

proposed replacing this with a "notify and publish" approach, similar to the process for other services under the MSA. DNB explained that a notification-based approach ensures transparency while enabling agility and faster go-to market, which will benefit Access Seekers and end-users.

(c) Maxis proposed retaining paragraphs 5.3.5(c)-(e) (the 5G-specific process for amendment of RAO), as it will ensure MCMC maintains oversight over the two 5G Services providers. Maxis further explained that this is crucial to prevent the two 5G Access Providers from unilaterally amending the RAO to their advantage and to safeguard against anti-competitive behaviour.

(d) PPIT and PDC submitted that paragraph 5.3.3(a) is overly burdensome, arguing that only rates should be specified in the RAO while other elements such as charges, methodologies and fees should remain negotiable between the parties.

(e) Symbio suggested that the MSA explicitly require RAO terms to translate into a reciprocal bilateral Access Agreement with any exceptions clearly justified, so that a new market entrant may negotiate based on an Access Provider's RAO before publishing their own.

(f) TIME submitted that it is being asked to negotiate with Access Seekers before their RAOs are fully approved, risking wasted effort and confusion if further RAO changes are later required. TIME emphasised the importance of ensuring the RAO is approved and finalised before its use in Access Agreement negotiations.

(g) TM proposed amending subsection 5.3.5 so that Access Providers need only notify, rather than provide copies of, amended RAOs to Access Seekers before changes take effect to reduce administrative burden while maintaining transparency. TM also proposed deletion of paragraph 5.3.5(iii) which states that if an Access Seeker disputes a change to the existing RAO within 30 Business Days, no amendments to the Access Agreement will be deemed to occur until such dispute is resolved in favour of the Access Provider.

(h) Tune Talk proposed reviewing and shortening the SLA communication timelines between the Access Provider and the Access Seeker.

(i) YTLC noted that the RAO's objectives are often defeated by non-inclusion of all services and facilities provided by the Access Provider, inclusion of terms inconsistent with the MSA and imposition of onerous security or financial disclosure requirements.

5.8 MCMC acknowledges the comprehensive submissions received from various stakeholders regarding proposed amendments to the disclosure obligations as they relate to RAOs. MCMC responds to these submissions below:

(a) With respect to DNB's suggestion to remove the 5G-specific amendment process from subsection 5.3.5 and Maxis' suggestion to retain these provisions, MCMC is of the view that these specific provisions were included in the MSA during the 2022 MSA review on the basis of DNB's submissions

at the time and to protect the Access Seekers from unilateral amendment of the RAO by DNB. MCMC generally considers these additional safeguards to remain relevant, especially given the critical importance of 5G Services to ensuring competition in mobile downstream markets and advancing Malaysia's national digital economy objectives.

(b) However, MCMC proposes to remove the requirement for MCMC to approve an amended RAO for 5G Services before the Access Provider can publish it. MCMC considers that this creates additional administrative burden and is no longer necessary in a dual wholesale network environment.

(c) In response to TIME's submission regarding the requirement to negotiate RAOs before they are approved by MCMC, MCMC clarifies that MCMC permits parallel negotiation with the Access Seeker for efficiency. With such an approach, Access Providers will only need to make any additional changes required by MCMC after MCMC has reviewed the RAO. However, if TIME would prefer to begin negotiation once the RAOs have been finalised and reviewed by MCMC, MCMC does not have an issue with such an approach.

(d) With respect to PPIT and PDC's submission, MCMC does not consider it appropriate to limit RAO contents to only "rates". Under subsection 5.3.3, a RAO must be comprehensive, including charges, charging principles and methodologies and any applicable fees or rebates, and more broadly the full terms and conditions which apply to access. This is because an Access Seeker has the right to request access on the RAO terms without any amendment (see paragraph 5.4.7(a) and subsection 5.4.8). The RAO must therefore be sufficiently comprehensive and certain to act as the contractual vehicle through which the Access Seeker will obtain access.

(e) Regarding Symbio's suggestion that MSA require RAO terms to be translated into a bilateral Access Agreement, MCMC refers to the existing subsection 5.4.8 which requires an Access Provider to deliver executed copies of the RAO to the Access Seeker within 10 Business Days, if the Access Seeker wishes to obtain access on the basis of the RAO with no amendments. This mechanism effectively results in the RAO becoming a bilateral Access Agreement between the parties.

(f) MCMC does not agree with TM's proposed changes. MCMC maintains that both notification of amendment and provision of a copy of the amended RAO are necessary to allow Access Seekers to review the amendments and dispute them if they disagree with the proposed changes. MCMC does not believe that sharing the amended RAO with the Access Seekers at the time of notification creates additional administrative burden.

(g) MCMC is concerned about the issues raised by YTLC. MCMC reminds stakeholders that the terms of the MSA are mandatory and must be complied with by all stakeholders. MCMC refers to section 105(3) of the CMA which requires that a person subject to a mandatory standard shall comply with the mandatory standard. Section 105(4) of the CMA allows MCMC to issue a direction to any person under section 51 (which includes the licensees) to comply with any mandatory standard. A failure to comply with

such direction from MCMC may attract a financial penalty not exceeding five hundred thousand ringgit (RM 500,000) (see section 105(5) of the CMA).

Sufficiency of details in published RAOs

5.9 Most stakeholders indicated that RAOs generally do not provide sufficient information for Access Seekers to request access to Facilities and/or Services, noting the following:

(a) Allo highlighted insufficient information on the availability of specific infrastructure and the geographical areas covered.

(b) Astro argued that RAOs lack technical clarity for practical implementation. Astro suggested that instead of relying on RAOs, the MSA itself should be more detailed and supported by network diagrams and feature comparison tables. For instance, differentiating between Layer 2 and Layer 3 HSBB Network Services is challenging without visual presentation and clear feature specifications. If MSA includes such structured details, RAO could follow the same format.

(c) CelcomDigi acknowledges that charging structures vary depending on service configurations and commercial arrangements, but suggests that for rates and charges, RAOs should include illustrative samples or charging scenarios to improve clarity, minimise interpretation differences and facilitate more efficient access requests and negotiations.

(d) Celcom Timur noted that basic services are clearly described, but higher QoS or value-added services require separate negotiation. In some cases, only ranges of services are provided and further clarification should be given to Access Providers so that it is clear what needs to be included in the RAO.

(e) GTP Network reported that the process for approval of RAOs would benefit from consistent feedback regarding the various clauses.

(f) Maxis highlighted discrepancies between what is published and what is actually offered in practice, noting some providers classify standard services as "premium add-ons". Maxis also proposed enhancing subsection 5.3.3 to allow the regulator to require proof that a service can genuinely be delivered.

(g) TIME noted that MCMC approval of RAOs before publication would ensure sufficient details are included.

(h) TM raised concerns about unclear service descriptions, items listed not being actually offered and RAOs that merely mirror regulatory documents rather than real-world offerings, proposing that RAOs include explicit exclusions and list only services genuinely provided.

(i) U Mobile recommended standardising the minimum RAO details for greater consistency and predictability across the industry.

(j) YTLC noted inconsistent alignment with the MSA and Access List requiring Access Seekers to seek clarification, propose amendments during

negotiations or escalate matters for regulatory guidance, which delay access and prolong negotiations. YTLC also submitted that RAOs lack adequate clarity on the full scope of regulated services, technical configurations, service levels, operational responsibilities and pricing components.

(k) Another operator identified gaps in areas such as 5G SA architecture, VoNR enablement and charging principles. The operator believes that a key issue facing MVNOs is enforcing RAO completeness and accuracy.

5.10 MCMC has reviewed the submissions received in relation to sufficiency of details provided in published RAOs and is concerned by the number of issues raised by all stakeholders. MCMC refers Access Providers to subsections 5.3.3 and 5.3.4 of the MSA which clearly set out the details which must be contained in RAOs. Based on the above submissions, it appears that the Access Providers are not complying with the requirements of the MSA, which is a breach of the MSA.

5.11 Regarding the suggestion to introduce a mandatory prior approval mechanism for RAOs, MCMC maintains that adding a layer of regulatory approval at the RAO stage (or simply requiring approvals to be obtained before Access Agreements are negotiated) may create an unnecessary administrative burden and the potential for operators to game or abuse such a process, for example by submitting multiple or frequent variations of RAOs to MCMC for pre-registration. One key advantage of the RAO model over other models is that it allows Access Providers to retain some flexibility in establishing the terms on which they are prepared to supply Facilities and Services. MCMC accordingly proposes to continue reviewing RAOs on a rolling basis to ensure ongoing compliance with the MSA and the CMA, rather than formally approving RAOs before publication.

5.12 At this stage, MCMC does not propose any amendments to the MSA itself, as the identified issues appear to stem from a lack of practical compliance rather than a deficiency in the existing regulatory requirements. To address this, MCMC will increase its monitoring and enforcement activities to ensure all published RAOs are compliant with the MSA's standards. This oversight will include ensuring RAOs are updated to incorporate any new amendments arising from this review. While MCMC will intensify its proactive reviews, it continues to rely on Access Seekers to formally report specific non-compliance instances to facilitate targeted regulatory action.

Other issues

5.13 PPIT and PDC reported that it has received inconsistent comments from various MCMC personnel on proposed amendments to their RAO.

5.14 MCMC appreciates this feedback from PPIT and PDC and will implement changes in its processes to ensure that stakeholders do not get conflicting comments from MCMC.

MCMC preliminary views

5.15 MCMC's preliminary view is to retain the RAO provisions in subsections 5.3.3 to 5.3.6 of the MSA with the modifications below.

Reference	Summary of proposed change	MCMC rationale
5.3.3	MCMC proposes to amend subsection 5.3.3 as follows: *"(c) contain a copy of the application forms required to be completed by the Access Seeker to apply for access to Facilities and/or Services~~, including a copy of the fast-track application form required for use under subsection 5.4.20 of this Standard~~;"*	This change arises from the proposed removal of the fast-track process in subsection 5.4.20, as further described in paragraph 8.56 below.
5.3.5(e)	MCMC proposes to amend paragraph 5.3.5(e) as follows: *"(e) ~~obtain written approval from the Commission to publish, and following such approval~~ promptly publish~~,~~ the updated RAO on the Access Provider's website."*	This amendment would remove the requirement for amendments to a RAO for 5G Services to be approved by MCMC prior to publication of these amendments by the Access Provider. This removal would remove administrative burden.

Question

Question 4:	Do you agree with MCMC's proposal to remove the requirement for amendments to a RAO for 5G Services to be approved by MCMC before publication by the Access Provider? If not, please provide reasons.

6 Security, Insurance and Creditworthiness

Overview

6.1 Subsections 5.3.9 to 5.3.11 of the MSA set out requirements relating to security, insurance and creditworthiness information. MCMC received a number of submissions in relation to the security and insurance requirements, and limited comments on the creditworthiness information provisions.

Submissions received and MCMC assessment

Security requirements

6.2 Stakeholders noted that security requirements are operating as obstacles to effective commercial engagement and should be refined.

6.3 Astro argued that security requirements should only be imposed where a genuine credit risk exists. Access Seekers with proven financial strength should be exempted to avoid unnecessary barriers to timely and non-discriminatory access and recommends that MCMC clarify that security should not apply where an Access Seeker demonstrates adequate creditworthiness.

6.4 Edotco submitted that parties should be left to negotiate security requirements freely. It recommended removing the security (subsection 5.3.9), insurance

(subsection 5.3.10) and creditworthiness (subsection 5.3.11) requirements, as these matters are more appropriately addressed through case-by-case commercial negotiation.

6.5 Fibrecomm Network noted that, while customers are generally unwilling to pay extra for security requirements, Fibrecomm Network applies such measures only to higher-risk customers, using instruments like a bank guarantee or bank draft to protect its business.

6.6 REDtone considered paragraph 5.3.9(a) too general, allowing Access Providers to impose security requirements without clear limits, and suggests permitting Access Seekers to reduce or waive bank guarantees where they demonstrate criteria such as a strong record of timely payments.

6.7 Symbio noted that security requirements pose challenges for new entrants, as it is difficult to agree on a fair estimate of initial billing to determine an appropriate security deposit.

6.8 TIME noted that, although security requirements are generally applied on a reciprocal basis, longstanding commercial relationships and the presence of upfront payments often make separate security sums unnecessary and considered the current framework sufficiently flexible for parties to negotiate appropriate terms in their Access Agreements.

6.9 TM argued that the security requirements should reflect the timing risks created by the MSA's default and termination process, where debt can accrue during the billing, remedy, and approval periods while the Access Provider is unable to suspend services. TM recommended adjusting the security amount to cover at least three months of billing, which would provide fairer protection against these risks.

6.10 YTLC noted that, although subsection 5.3.9 prohibits strict security requirements, some Access Providers still demand onerous measures such as board resolutions on financial standing and suggested that a simple declaration by the CEO or CFO should suffice.

6.11 MCMC has noted the diverse range of submissions received from stakeholders and will respond to the submissions generally:

(a) MCMC does not consider that security, insurance and creditworthiness requirements should be removed in favour of commercial negotiations. These requirements are needed especially for the protection of smaller players in the market.

(b) Paragraph 5.3.9(a) does not *require* an Access Provider to impose security requirements. Instead, it has the opposite effect – it *prevents* Access Providers from imposing security requirements, *except* where the Access Provider (acting reasonably) determines that the Access Seeker presents a credit risk and the security will materially reduce or remove that risk. This is intended to avoid imposition of security requirements where, for example, the Access Seeker has historically made all payments to the Access Provider on time or is a large entity that does not present a credit risk. Additionally, paragraph 5.3.9(b)(ii) requires that security requirements be

commensurate with the creditworthiness of the Access Seeker, including prior record of payment by the Access Seeker.

(c) To avoid misinterpretation by Access Providers and Access Seekers about the operation of subsection 5.3.9, MCMC proposes to add language to subsection 5.3.9 clarifying that the MSA does not require Access Providers to impose security requirements on the Access Seeker.

(d) In response to submissions that paragraph 5.3.9(a) is too general, MCMC proposes to amend paragraph 5.3.9(a) to make it clear that the Access Provider may consider the Access Seeker's history of timely payments in determining whether or not the Access Seeker presents a credit risk (and therefore requires a security guarantee).

(e) MCMC does not agree with TM's suggestion to increase the security amount to cover at least three months of billing. This would be burdensome for smaller operators who are financially constrained. MCMC believes that paragraph 5.3.9(b) already sets out appropriate criteria for determining the security amount.

(f) In MCMC's view, documents such as board resolutions are typically requested in commercial transactions to enable a party to place reliance on the counterparty's representations, including in relation to creditworthiness. MCMC does not propose to amend the provisions of the MSA as it does not view regulation at this level of granularity as being necessary.

Insurance requirements

6.12 Stakeholders generally submitted that the insurance requirements in the MSA do not pose significant concerns, but offered the following suggestions for improvement:

(a) Allo, Edotco, PPIT and PDC submitted that the insurance requirements should not be fixed at a predetermined amount but instead negotiated between the parties based on the project's nature.

(b) Maxis proposed an amendment to allow public liability insurance as an alternative to comprehensive general liability insurance, recommending that paragraph 5.3.10(b) be revised to permit either form of coverage for claims exceeding RM 20 million.

(c) PPIT and PDC proposed that insurance requirements under subsection 5.3.10 be tailored to the specific services involved.

(d) TM recommended allowing higher coverage limits for higher-risk facilities and services, such as network co-location, infrastructure sharing, and duct or manhole access, to ensure insurance obligations remain proportionate to the actual risk profile while avoiding undue burdens on lower-risk services.

6.13 MYTV complained that the high costs of premiums mean some Access Seekers cannot fulfil the insurance requirements in subsection 5.3.10, which makes facilitating Access Agreements difficult.

6.14 MCMC clarifies that the current insurance requirements are not fixed at a predetermined amount in the MSA. The reference to RM 20 million in subsection 5.3.10 represents the upper limit – that is, an Access Provider could require comprehensive general liability insurance at a coverage limit *below* RM 20 million (or could dispense with this requirement entirely). This provides sufficient flexibility for Access Providers and Access Seekers to determine the appropriate amount of insurance for their purposes.

6.15 MCMC proposes to amend the MSA to clarify this point, to minimise the risk of future interpretive ambiguities.

6.16 In response to PPIT and PDC's submission, MCMC considers that it would not be possible for MCMC to determine the appropriate insurance requirements for each specific service. Therefore, MCMC proposes to maintain the current generic requirements in the MSA.

6.17 On the suggestion that public liability insurance be allowed as an alternative to comprehensive general liability insurance, MCMC is of the view that they are not equal alternatives. Public liability insurance is narrower in scope compared to general liability insurance. Therefore, MCMC proposes to maintain the current requirement for general liability insurance (which better protects all parties involved).

6.18 With respect to TM's request for higher maximum coverage limits, while MCMC is open to receiving further stakeholder submissions on this point, MCMC considers that coverage limits greater than RM 20 million (for comprehensive general liability insurance) would result in higher premiums for Access Seekers, which could in turn act as a barrier to access, with negative effects on competition in downstream markets. This is supported by MYTV's submission that, even under current coverage limits, the high cost of insurance premiums is acting as a barrier to Access Seekers entering into Access Agreements. Accordingly, MCMC's preliminary view is that it would not be appropriate to increase the maximum allowable coverage limit for comprehensive general liability insurance beyond RM 20 million.

Creditworthiness information

6.19 Most operators found creditworthiness information in subsection 5.3.11 of the MSA adequate (as an Access Provider) with no difficulty in meeting the current requirements as an Access Seeker. Two operators shared a different view:

(a) DNB proposed that Access Seekers and Access Providers should have the flexibility to negotiate commercially on alternative terms.

(b) Fibrecomm Network submitted that obtaining creditworthiness information may be challenging where financial information is not publicly available or customers are unwilling to share such data.

6.20 In response to DNB's submission that operators should be able to negotiate on alternative terms, MCMC refers to paragraph 5.4.7(b) which allows the Access Provider to negotiate an Access Agreement on alternative terms to those set out in a RAO (which must itself be consistent with the MSA). MCMC also refers to subsection 5.3.2 which prohibits an Access Provider from refusing to negotiate an

Access Agreement with an Access Seeker, whether the access is sought based on a RAO or otherwise (subject to the Access Provider's obligations under the CMA).

6.21 Regarding Fibrecomm Network's submission, MCMC clarifies that Access Providers can refuse an Access Request on the ground that the Access Provider has reasonable grounds to believe that the Access Seeker may fail to make timely payment for the requested Facilities and/or Services and such concern cannot be addressed through a security requirement in accordance with the MSA.

MCMC preliminary views

6.22 MCMC's preliminary view is to retain the security, insurance or creditworthiness provisions with the modifications below.

Reference	Summary of proposed change	MCMC rationale
5.3.9(a)	MCMC proposes to amend paragraph 5.3.9(a) as follows: *"An Access Provider shall not impose any security requirements on an Access Seeker unless the Access Provider determines, acting reasonably, that the Access Seeker presents a credit risk and that imposing the security requirement will materially reduce or remove that risk. In determining whether or not an Access Seeker presents a credit risk, the Access Provider must have regard to the Access Seeker's record of timely payments and may have regard to other factors."*	This amendment seeks to provide further clarity about how Access Providers are to interpret the "credit risk" factor, for the purposes of determining whether it is reasonable to impose a security requirement on an Access Seeker.
5.3.9(d) (new provision)	MCMC proposes to add a new paragraph 5.3.9(d) as follows: *"Nothing in this subsection 5.3.9 requires an Access Provider to impose security requirements on an Access Seeker. An Access Provider may provide access to a Facility and/or Service without imposing any security requirements on the Access Seeker."*	This paragraph seeks to clarify the existing operation of subsection 5.3.9, to minimise the risk of misinterpretation or interpretive disputes between Access Providers and Access Seekers.
5.3.10	MCMC proposes to add a paragraph at the end of subsection 5.3.10 with the following text: *"For clarity, an Access Provider may require an Access Seeker to have in place comprehensive general liability insurance with a coverage limit lower than Ringgit Malaysia Twenty Million (RM20,000,000) or may choose to not impose any insurance requirements on the Access Seeker."*	This paragraph seeks to clarify the existing operation of subsection 5.3.10, to minimise the risk of misinterpretation or interpretive disputes between Access Providers and Access Seekers.

Question

Question 5:	Do you agree with MCMC's proposed amendments to subsections 5.3.9 and 5.3.10 to clarify the application of the security and insurance requirements?

7 Reporting Obligations

Overview

7.1 Subsections 5.3.12 to 5.3.13 of the MSA set out requirements relating to reporting, which are designed to improve transparency across the industry, including between Access Providers and Access Seekers, and between Access Providers and MCMC.

Submissions received and MCMC assessment

Reduction or removal of reporting obligations

7.2 CelcomDigi considers that reporting obligations should be limited to Facilities and Services that warrant closer regulatory oversight, particularly those critical to competition, involving significant market power or materially affecting end-user outcomes to ensure the framework remains proportionate and effective without imposing unnecessary administrative burden on Access Providers.

7.3 TIME stated that reporting should be reduced to avoid unnecessary regulatory burden and operational costs.

7.4 TM proposed removal of subsection 5.3.12 as the current twice-yearly reporting under subsection 5.3.12 is burdensome and duplicative, noting that much of the information is already available via lodgement of the Access Agreement. TM further submitted that if subsection 5.3.12 is retained, it should be limited to material dispute updates, material, higher-risk services (e.g., MVNO Access, Domestic Roaming, 5G) and exclude information already available to MCMC.

7.5 U Mobile proposed amending subsections 5.3.12 and 5.3.13 to require that the relevant reports be submitted only upon request by MCMC, rather than on a periodic basis, as there are minimal changes in the seeking or acquisition of these regulated services and routine reporting is therefore unnecessary.

7.6 MCMC clarifies that, under the current MSA, licensees are required to report once a year only (in October). The half-yearly reporting requirement was removed in the last review cycle.

7.7 MCMC does not agree that the reporting obligations should be entirely removed as MCMC needs the information required under subsection 5.3.12 to fulfil the objectives of the CMA. However, MCMC agrees that the reporting should be streamlined to avoid duplication, unnecessary administrative burden on licensees and unnecessary operational costs.

7.8 To this end, MCMC's preliminary view is that the reporting obligation be transformed from a regular annual obligation to an on-request obligation. That is, MCMC will have the ability to request reports from Access Providers as and when required. Where no request is made to an Access Provider, no reporting will be

required in that year. This approach will ensure that MCMC can focus on those services that are higher risk or where MCMC would benefit from additional information, while minimising the overall compliance burden on licensees.

7.9 MCMC has proposed amendments to subsection 5.3.12 to give effect to this position at paragraph 7.23 below.

Expansion of reporting obligations

7.10 Astro recommended requiring Access Providers to submit their queuing policy as part of reporting obligations to ensure transparency and non-discrimination in accordance with subsection 5.7.29.

7.11 Edotco suggested mandatory reporting of active sharing activities by an Access Seeker.

7.12 GTP Network, PPIT and PDC and TM proposed expanding reporting obligations to cover MOCN/MORAN arrangements. GTP Network proposed requiring Access Seekers to provide occupancy data showing all operators sharing active infrastructure, and technical specifications such as the weight, configuration and type of equipment installed.

7.13 Maxis proposed reinstating the "14 Business Days Fibre Service Installation for Declared Premises Passed Report" (previously used under JENDELA) as a mandatory submission by both Access Seekers and Access Providers, as it promotes transparency and allows performance monitoring aligned with MSA subsection 6.6.7.

7.14 Another operator suggested expanding reporting to include 5G SA performance, IMS/VoLTE/VoNR KPIs, network slicing availability, and MVNO-specific congestion metrics.

7.15 In response to the above submissions, MCMC's view is that reporting obligations should not be expanded unless the information being requested is critical. MCMC does not think the proposals above require information which MCMC needs in order to discharge its duties. MCMC refers stakeholders who wish to get this information directly from the Access Providers to make an information request to Access Providers. Under subsection 5.3.1, operators have a general duty to provide, in response to a good faith request from another operator, any information which is reasonably necessary for the negotiation conclusion and implementation of provision of access as contemplated in the MSA and the CMA.

7.16 MCMC however proposes to expand the list of Facilities and/or Services subject to reporting at subsection 5.3.13 to include the new services it proposes to add to the Access List, namely, Access to Dark Fibre, 4G Multi-Operator Core Network (MOCN) Access, the Broadcasting Transmission Service and Access to In-Building Mobile Systems.

Suggestions for improving the reporting format and mechanism

7.17 Stakeholders generally noted that the reporting obligations are acceptable and provided the following suggestions for improvement of the reporting format and mechanism:

(a) Celcom Timur proposed a dedicated centralised online submission portal to replace email submissions, improving traceability, retrieval, and compliance;

(b) CelcomDigi submitted that the current reporting format is confusing and recommends that MCMC provide explanatory guidance, clarify the objectives of each report, and consider simplifying the format to reduce administrative burden;

(c) DNB noted that any revision to reporting templates be consulted upon with industry to ensure alignment with evolving market and regulatory needs; and

(d) TIME suggested enhancing the existing CIMS system by adding an intelligence layer to automate monitoring and validate compliance.

7.18 MCMC thanks stakeholders for their suggestions. MCMC will explore a suitable mechanism for the submission of the report and licensees will be notified of this accordingly.

7.19 MCMC notes that changes to the reporting format and mechanism do not require amendments to the MSA, as these features are not directly prescribed by subsections 5.3.12 and 5.3.13. Instead, reporting must be "*in a form approved or notified by the Commission from time to time*" (as set out in subsection 5.3.12).

Other submissions

7.20 MYTV and DNB submitted that the scope of reporting is sufficient, and no changes are required, further adding that:

(a) **MYTV:** the current scope of reporting already provides necessary transparency without creating unnecessary burdens;

(b) **DNB:** it has no objection to the current list but stressed that any additions should undergo industry consultation before implementation.

7.21 One stakeholder noted that differing views are taken on whether the reporting obligations are mandatory, and suggested that MCMC clarify whether such reporting obligations should be reflected in the Access Agreements.

7.22 MCMC clarifies that the reporting obligations are mandatory but they do not necessarily need to be included in the Access Agreement. Reporting under subsection 5.3.12 is an obligation by Access Providers to MCMC, not to Access Seekers. An Access Provider is obliged to comply with the reporting obligations under subsections 5.3.12 and 5.3.13 regardless of whether the reporting obligations are contained in the Access Agreement.

MCMC preliminary views

7.23 MCMC proposes to retain the reporting obligations in the MSA with modifications proposed below:

Reference	Summary of proposed change	MCMC rationale
5.3.12	MCMC proposes to amend subsection 5.3.12 as shown below: *"**Reporting obligations**: ~~On 1 October of each year, i~~In respect of the Facilities and/or Services set out in subsection 5.3.13 of this Standard, ~~each Access Provider shall~~ the Commission may, on a need basis, issue a request to an Access Provider requiring the Access Provider to notify the Commission of the matters set out in paragraphs (a) to (m). If an Access Provider receives such a request, the Access Provider must notify the Commission in writing within the timeline specified by the Commission, in any form approved or notified by the Commission from time to time, of:* *[…]"* MCMC also proposes to replace all references to "*previous reporting period under subsection 5.3.12*" with "*previous report submitted under subsection 5.3.12*"	This amendment transforms the reporting obligation from a regular annual obligation to an on-request obligation. See paragraphs 7.7 and 7.8.
5.3.13	MCMC proposes to add the following proposed new Access List services to subsection 5.3.13, to bring them within the scope of the reporting obligation in subsection 5.3.12: ▪ Access to Dark Fibre ▪ 4G Multi-Operator Core Network ("MOCN") Access ▪ Broadcasting Transmission Service; and ▪ Access to In-Building Mobile Systems.	If these new services are added to the Access List, MCMC will require information from the Access Providers to monitor the impact of the new services on the industry and the end-users.

Questions

Question 6:	Do you agree with the reporting obligations being triggered by a request by MCMC, rather than being a proactive annual obligation?
Question 7:	Do you agree with expanding the reporting obligations to cover Access to Dark Fibre, 4G Multi-Operator Core Network (MOCN) Access, the Broadcasting Transmission Service and Access to In-Building Mobile Systems?

8 Negotiation Obligations

Overview

8.1 The MSA sets out a number of negotiation obligations in subsection 5.4. These obligations are intended to broadly regulate the key elements of the negotiation process where an Access Seeker requests access to Facilities or Services offered by an Access Provider.

8.2 At a high level, the current negotiation regime under the MSA can be broadly summarised as follows:

(a) an Access Seeker makes an Access Request to the Access Provider, which includes notice of whether the Access Seeker desires access on the terms set out in a RAO, an amended form of RAO, or under an Access Agreement on alternative terms;

(b) the Access Provider notifies the Access Seeker that it:

(i) is willing to provide access in accordance with the RAO (where requested);

(ii) is willing to proceed to negotiate amendments to the RAO or an Access Agreement on alternative terms; or

(iii) rejects the Access Request, along with providing reasons for the rejection; and

(c) where agreed by the parties, the Access Provider and Access Seeker commence negotiating an Access Agreement (if applicable).

8.3 A fast-track application and agreement process is also available under subsections 5.4.20 and 5.4.21 of the MSA. This process is designed to allow an Access Seeker to request quick access under a fast-track agreement that is on the terms of the Access Provider's RAO.

Submissions received and MCMC assessment

8.4 Most operators submitted that the negotiation obligations in the MSA are helpful in concluding Access Agreements.

8.5 Altel, Allo, CelcomDigi, Fibrecomm Network, Maxis, MYTV, Pr1ma, REDtone, Symbio, TIME, TM, U Mobile, YTLC and other operators all submitted that the Negotiation Obligations are helpful in concluding their Access Agreements.

8.6 Only a few operators, Celcom Timur, Edotco, and PPIT and PDC, submitted that the Negotiation Obligations were overall not helpful in concluding Access Agreements.

8.7 However, many operators, including those who found the obligations useful overall, proposed amendments to the obligations, mainly regarding the prescribed timeframes for negotiation, notifications to MCMC, and the fast-track application mechanism.

Negotiation timeframes

8.8 Allo responded that the current timeframes do not account for the complexity of the issues involved and should be extended to avoid requiring repeated extension requests.

8.9 CelcomDigi submitted that the Negotiation Obligations provide clear timelines, joint extension requests and escalation procedures to guide negotiations. CelcomDigi considered that clearer extension criteria and maximum periods for extensions would benefit negotiations overall.

8.10 Edotco submitted that, although some Negotiation Obligations may be helpful, the timeframes are unrealistic given the extensive discussion that is needed for commercially sensitive terms. Edotco proposed that the timeframes in paragraph 5.4.1(b) should not be specified or, at a minimum, should be extended to 9 months with the option for further extensions.

8.11 PPIT and PDC reported that the timeframes add stress and contribute to economic waste by prolonging negotiations after a tower is ready and should be removed. PPIT and PDC also note that a common factor behind delays is new licensees lacking expertise in Access Agreement negotiations.

8.12 REDtone suggests that longer timeframes would be useful as negotiations typically require more than the current 3-4 months.

8.13 TM finds that Negotiation Obligations provide a step-by-step process to guide negotiations between parties. TM proposes revising the timeframes in paragraphs 5.4.1(b)(i) and (ii) from 4 months and 3 months to 12 months and 9 months, respectively, as these current timelines are unrealistic. TM reports that Access Agreements typically take between 6 months and 2 years to negotiate. The exact timeframe will depend on a variety of factors, including the expertise of the negotiating parties, whether an Access Provider has a RAO already in place, whether the Access Seeker makes customised requests outside the RAO, and the number of Access Agreements being drafted at one time. TM believes that the most appropriate timeframe for lodgement with MCMC is 6 months, or any mutually agreed timeframe.

8.14 Another operator suggested that the maximum onboarding timeline should be extended to 90 days and a transparent escalation mechanism should be introduced where an Access Provider delays.

8.15 MCMC acknowledges the concerns raised by Allo, Edotco, and TM regarding the complexity of Access Agreement negotiations and the suggestion that current timeframes are unrealistic. However, MCMC maintains that the primary purpose of the mandated timeframes for variations is to provide a clear regulatory backstop that prevents negotiations from being drawn out indefinitely.

8.16 In response to the proposal to extend the timeframes to 9 or 12 months, MCMC considers such a formal extension of the baseline period to be unnecessary. MSA already provides a mechanism for parties to jointly apply to MCMC for extensions. In practice, MCMC generally grants extensions where parties are acting in good

faith and require more time for complex or customised terms. Mandating a longer baseline period would likely reduce the incentive for parties to negotiate efficiently.

8.17 MCMC notes PPIT and PDC's concern that delays contribute to economic waste. MCMC considers that removing the timeframes entirely, as suggested, would exacerbate this issue rather than resolve it, as it would not create any timing constraint motivating the parties to negotiate in a timely and efficient manner.

8.18 Regarding an operator's suggestion for a 90-day onboarding timeline and a transparent escalation mechanism, MCMC clarifies that the Dispute Resolution Procedures in Annexure A already serve as a formal escalation path if an Access Provider is deemed to be stalling or not acting in good faith.

8.19 Consequently, MCMC proposes to retain the current timeframes in paragraph 5.4.1(b).

Notification to MCMC at commencement of negotiations

8.20 Allo, CelcomDigi, Celcom Timur, Edotco, Fibrecomm Network, Maxis, MYTV, PPIT and PDC, Symbio, TM and another operator do not consider it necessary to notify MCMC when negotiations commence.

8.21 Astro, Pr1Ma, REDtone, TIME, Tune Talk, YTLC and another operator do not have any issues with notifying MCMC when negotiations start.

Submissions in favour of notification requirement

8.22 Astro reported that notifying MCMC promotes timeliness, transparency and accountability. Astro found that, if delays occur, then having MCMC notified from the outset allows early intervention.

8.23 REDtone accepted that notifying MCMC when negotiations start can be useful but does not find the notice strictly necessary.

Submissions against notification requirement

8.24 Allo noted that access requests are frequently changing and sharing an early response with MCMC is not useful as it will not accurately reflect the final agreed position.

8.25 CelcomDigi submitted that regulators should only act as arbitrators from the point at which a dispute arises rather than being active participants in routine negotiations.

8.26 Celcom Timur observed that since most negotiations are free-flowing and commercial in nature, an early notification requirement would be an unnecessary administrative burden. Celcom Timur is concerned paragraph 5.4.1(c) may also escalate routine discussions into a formal dispute process if negotiations are not concluded within a fixed period.

8.27 Edotco submitted that a notification requirement during negotiations would be challenging to comply with and it should be sufficient to notify MCMC once negotiations conclude.

8.28 Maxis suggested notifying MCMC should be made optional by replacing 'shall' with 'may'.

8.29 MYTV reported that, since the duration of each negotiation differs, requiring notification at the outset is an unnecessary administrative burden. MYTV prefers the approach of allowing an aggrieved party to notify MCMC when negotiations are unduly delayed. MYTV submits that the existing framework offers sufficient oversight for MCMC and having to submit a copy of a response to an access request would duplicate existing burdens.

8.30 PPIT and PDC found the notification requirement cumbersome and an inhibitor to the fast resolution of negotiations. PPIT and PDC submitted that it should be sufficient to notify an Access Seeker of any technology or capacity constraints on their tower sites and that a requirement to inform MCMC would be an added burden.

8.31 Symbio submitted that there should be an opportunity to notify MCMC if an agreement cannot be reached or one party is not acting in good faith.

8.32 TM submitted that an initial notification requirement is an unnecessary obligation and that MCMC can be notified as and when required.

8.33 U Mobile submitted that early notification is not meaningful but that there should be updates provided at significant milestones. U Mobile believes that a copy of the response to an Access Request should only be given to MCMC where the request is rejected.

8.34 MCMC acknowledges the diverse range of views from stakeholders regarding the requirement to notify MCMC when negotiations commence. After careful consideration of the balance between regulatory oversight and administrative efficiency, MCMC provides the following views:

(a) MCMC acknowledges the concerns raised by many operators that mandatory notification at the outset of every negotiation may impose an unnecessary administrative burden. MCMC notes the argument that routine commercial discussions are free-flowing and that early-stage responses may not accurately reflect final agreements.

(b) Conversely, MCMC considers that a notification mechanism promotes transparency and prevents stalling tactics. Early awareness by MCMC allows for better monitoring of whether parties are adhering to the standard timelines for negotiation set out in the MSA.

(c) In response to Celcom Timur's concern that notification might prematurely escalate routine discussions into a formal dispute, MCMC clarifies that notification is a procedural transparency measure and does not automatically trigger an arbitration process. Parties remain free to conclude their negotiations commercially.

(d) Further, MCMC declines to change "shall" to "may" as proposed by Maxis, as optional notification would likely result in under-reporting by Access Providers, defeating the purpose of the oversight.

8.35 Consequently, MCMC's preliminary view is to retain the notification requirement in subsection 5.4.1.

Fast-track application

8.36 Astro, CelcomDigi, Celcom Timur, Edotco, Fibrecomm Network, Maxis, Pr1ma, Radio Kita, REDtone, TM, YTLC and other operators do not use the fast-track application process.

8.37 Only three operators, Symbio, TIME and Tune Talk, either currently use the fast-track application process or plan to use it in the future.

8.38 CelcomDigi was of the view that the detailed negotiations required to address terms cannot be accommodated through a standard fast-track process.

8.39 Maxis proposed removing the fast-track application process as there should be ample time provided for the Access Agreement to be negotiated.

8.40 TM submitted that the fast-track process should be deleted as Access Seekers can already choose to accept RAOs without negotiation. TM recommended the removal of the last paragraph in subsection 5.4.7. TM considered that, because parties will typically negotiate terms, a fast-track process is not usually appropriate.

8.41 Another operator submitted that the fast-track process is rarely used because MVNO services are complex and heavily customised. The operator submits that the fast-track application process should also apply to MVNO Access.

8.42 YTLC identified that many RAOs contain clauses which are inconsistent with the MSA and need to be negotiated such that YTLC cannot use the fast-track process. YTLC further said that fast-tracking principles are not adequately addressed.

8.43 MCMC acknowledges the near-unanimous feedback that the fast-track application process is not used by the vast majority of the industry. With only three operators indicating current or future intent to use the process, MCMC considers the provision to be of limited practical value in its current form. The objective of the fast-track process was to accelerate access in high-priority areas, but the industry's preference for detailed negotiations suggests that a "one-size-fits-all" expedited track does not meet industry needs.

8.44 MCMC also considers that Access Seekers who wish to bypass lengthy negotiations already have the statutory right to accept an Access Provider's RAO in its entirety. If a RAO is fully compliant with the MSA, accepting it effectively achieves the same speed as a fast-track process without requiring a separate regulatory mechanism.

8.45 In light of the above, MCMC's preliminary view is to delete the fast-track application process from the MSA, more specifically, subsections 5.4.20 and 5.4.21. MCMC considers that the removal of these provisions will simplify the regulatory framework and reduce administrative ambiguity.

Negotiation generally

8.46 Celcom Timur submitted that Access Seekers typically require customised terms that go beyond the baseline Negotiation Obligations and are better addressed through direct bilateral engagement.

8.47 DNB stated that the current requirement under subsection 5.4.18 of the MSA for the Access Provider to increase capacity applies only for 5G services on the basis that, under the Single Wholesale Network **(SWN)**, Access Seekers were solely dependent on DNB for 5G. DNB reports that, under the dual network, Access Seekers have alternative options and that this redundant obligation, which is administratively heavy, should be removed.

8.48 Fibrecomm Network found the Negotiation Obligations useful for good-faith negotiations but notes that commercial agreements are often concluded efficiently without procedural oversight.

8.49 MYTV stated that the Negotiation Obligations set out common principles which promote transparency, fairness and smoother negotiations.

8.50 Pr1ma submitted that Negotiation Obligations ensure consistent engagement and processes between negotiating parties.

8.51 Symbio found that the frameworks provided by Negotiation Obligations are especially helpful for new entrants. Symbio has experienced difficulties contacting Access Providers and would like some sort of central contact details repository to be maintained.

8.52 TM submitted that paragraphs 5.4.1(c) and (d) should be deleted on the basis that it is unclear how MCMC can intervene in a deemed dispute. TM also wants paragraphs 5.4.6(h) and (i) deleted as this information is not required for an Access Request.

8.53 TIME stated that Negotiation Obligations enable parties to effectively plan negotiations and manage resources. TIME would like an amendment strictly prohibiting third-party intervention while negotiations are ongoing.

8.54 YTLC finds that the baseline expectation of good faith negotiation is very helpful but notes that only offering a procedural framework is not helpful for resolving disagreements on substantive issues like pricing, remedies and measurements.

8.55 MCMC thanks stakeholders for their submissions and responds as follows, where required:

(a) With respect to DNB's submission, MCMC disagrees with the proposal to remove capacity expansion obligations under subsection 5.4.18. Regardless of the shift from a SWN to a dual network model, the obligation on the Access Provider to increase capacity or implement other reasonably necessary measures remains essential. This is due to the technical requirements of 5G services and their critical importance both in delivering downstream mobile services and in achieving Malaysia's national digital objectives.

(b) MCMC acknowledges the difficulty new entrants face in contacting Access Providers. While MCMC does not currently maintain a central repository of contact details for Access Providers, the MSA requires all Access Providers to publish a RAO, which is likely to include clear contact details and procedures for submitting Access Requests.

(c) MCMC does not agree with the deletion of paragraphs 5.4.1(c) and 5.4.1(d). These provisions are essential for MCMC to track when negotiations have stalled and allow MCMC to grant extensions where necessary.

(d) MCMC maintains that the information required under paragraphs 5.4.6(h) and 5.4.6(i) (such as technical specifications and security) is necessary for an Access Provider to make an informed decision on technical feasibility and capacity.

(e) MCMC considers a strict prohibition on third-party intervention during negotiations to be unnecessary. The MSA framework is designed to facilitate bilateral commercial agreement; however, MCMC reserves the right to intervene if a party is found to be acting in bad faith or if a dispute is formally raised that impacts the public interest.

MCMC preliminary views

8.56 MCMC proposes to amend the Negotiation Obligations under subsection 5.4 of the MSA as follows:

Reference	Summary of proposed change	MCMC rationale
5.4.1	MCMC proposes to amend paragraph 5.4.1(a) as follows: *"(a) both parties shall jointly notify the Commission when the negotiations for the Access Agreement begin under this subsection;"*	This amendment seeks to clarify that the parties must jointly submit a single notice to MCMC for commencement of negotiations, rather than each party providing a separate notice.
5.4.20	MCMC proposes deletion of subsection 5.4.20 (Fast-track application and agreement), as follows: *"5.4.20 Not used. ~~**Fast-track application and agreement**: Notwithstanding and as an alternative process to that set out in subsections 5.4.1 to 5.4.18 of this Standard, an Access Provider shall make available a fast-track application and agreement process for Access Seekers based on the following principles:~~* *~~(a) the fast-track process shall be limited to the criteria set out by the Access Provider in accordance with subsection 5.4.21 of this Standard;~~*	This amendment removes the fast-track process from the MSA, which is not used by the vast majority of the industry. Removal will simplify the regulatory framework and reduce administrative ambiguity.

	~~*(b) the fast-track application form:*~~ ~~*(i) shall be limited to gathering information from the Access Seeker as set out in paragraphs 5.4.6(a) and 5.4.6(b) of this Standard; and*~~ ~~*(ii) in respect of any requirement to provide security, shall set out a process for determining the required security sums under subsection 5.3.9 of this Standard within five (5) Business Days of the Access Provider's receipt of a fast-track application;*~~ ~~*(c) the Access Provider may only refuse the Access Seeker's fast-track application for the reasons set out in paragraphs 5.4.11(a), 5.4.11(e) or 5.4.11(f) of this Standard;*~~ ~~*(d) the fast-track agreement between the Access Provider and the Access Seeker must be on the terms of the Access Provider's RAO; and*~~ ~~*(e) within ten (10) Business Days of the Access Provider's receipt of a fast-track application, the Access Provider must:*~~ ~~*(i) provide the Access Seeker with two (2) copies of the RAO executed by the Access Provider, or a notice of refusal that sets out the grounds for refusal under paragraph 5.4.20(c) of this Standard (including the basis on which those grounds apply); and*~~ ~~*(ii) provide the Commission with a copy of the response at the same time that it provides the response to the Access Seeker under paragraph 5.4.20(e)(i) of this Standard."*~~	
5.4.21	MCMC proposes deletion of subsection 5.4.21 (Principles for setting up fast-track process), as follows: *"5.4.21 Not used.* ~~***Principles for setting up fast-track process****: The Access Provider shall set up, and publish on its publicly accessible website, the criteria on which Access Seekers will be eligible for the fast-track application*~~	This amendment removes the fast-track process from the MSA, which is not used by the vast majority of the industry. Removal will simplify the regulatory framework and reduce administrative ambiguity.

	~~*and agreement process according to the following principles:*~~ ~~*(a) the criteria must be determined and applied by the Access Provider on a non-discriminatory basis;*~~ ~~*(b) the fast-track process may be limited to the supply of Facilities and/or Services to the extent that such supplies do not have a material impact on the Access Provider's current level of network resources; and*~~ ~~*(c) the Facilities and/or Services which may be the subject of a fast track application may be limited to Fixed Network Termination Service, Mobile Network Termination Service, Transmission Services, Interconnect Link Service, and HSBB Network Services."*~~	

Question

Question 8:	Do you agree with the removal of subsections 5.4.20 and 5.4.21 relating to the fast-track process? If not, please provide reasons.

9 Content Obligations – General

Overview

9.1 Subsection 5.5 of the MSA provides that Access Providers must include terms and conditions in their RAOs which are consistent with certain principles and terms specified in the MSA.

9.2 The Content Obligations are set out in subsections 5.5 to 5.16 of the MSA. They set out a wide range of themes, including obligations relating to forecasting, ordering and provisioning, billing and settlement, and suspension and termination (among other things). The Content Obligations apply to all services and facilities on the Access List, and are therefore distinct from the Service Specific Obligations in section 6 of the MSA.

Submissions received and MCMC assessment

9.3 Celcom Timur, Maxis, Pr1ma and another operator generally submitted that no additional Content Obligations are required in paragraph 5.2.1(c) or subsection 5.5.

9.4 Fibrecomm Network submitted that highly detailed operational Content Obligations are more effectively addressed through commercial negotiation. Fibrecomm Network noted that it has limited experience with the obligations under subsections 5.4 to 5.11 and that, in practice, such matters are typically addressed through commercial negotiation.

9.5 MCMC acknowledges Fibrecomm Network's submission that detailed operational Content Obligations should be left to commercial negotiations. However, Access Providers and Access Seekers are already able to agree, in an Access Agreement, different positions from the default positions set out in the Content Obligations, for a range of issues. Paragraph 5.4.7(b) of the MSA allows an Access Agreement to be negotiated "*on alternative terms*" to those set out in the RAO (which must be consistent with the Content Obligations, pursuant to subsection 5.5.3).

9.6 MCMC also considers that detailed Content Obligations are necessary for two reasons:

(a) detailed obligations create an important backstop to protect Access Seekers who may not wish to negotiate these obligations – if the Content Obligations are too general, there is a risk of Access Providers supplementing these obligations with detailed terms in their RAO that are unfavourable to Access Seekers; and

(b) detailed obligations ensure that each RAO can function as a comprehensive and legally certain contract under which access can be supplied.

9.7 MCMC's preliminary view is therefore to retain the current scope and level of detail in the Content Obligations.

MCMC preliminary views

9.8 MCMC's preliminary view is that the general section of the Content Obligations set out in subsection 5.5 of the MSA does not require any changes.

10 Forecasting Obligations

Overview

10.1 Under subsection 5.6 of the MSA, Access Providers may request forecasts in good faith from an Access Seeker, which is intended to assist the Access Provider with network management and capacity planning.

10.2 Service-specific forecasting obligations are also set out for certain services under section 6 of the MSA.

Submissions received and MCMC assessment

10.3 CelcomDigi, Celcom Timur, Maxis, MYTV, Pr1ma, TIME and YTLC commented that the forecasting obligations in subsection 5.6 (as well as the service-specific forecast requirements) were adequate.

10.4 Allo also submitted that the service-specific forecast requirements were adequate.

10.5 Several operators expressed concern regarding the forecasting obligations or suggested amendments:

(a) DNB submitted that, to address inadequate or delayed forecasts from Access Seekers, the MSA should reinforce the obligation for Access Seekers to provide agreed forecasts where these are agreed in a RAO or Access

Agreements and remedies should be introduced for persistent non-compliance to support predictability and efficient rollout in a dual-network environment.

(b) Edotco submitted that the forecasting obligations do not apply to its operations and proposed that forecasting should not be heavily regulated, so that parties retain operational flexibility. Edotco also submitted that Access Seekers have not requested forecasting from it and that it has not provided forecasts, preferring case-by-case arrangements.

(c) PDC and PPIT submitted that the forecasting obligations are not applicable to Infrastructure Sharing Services and have been dispensed with in practice. PDC and PPIT recommended that, if forecasting is to be retained for Infrastructure Sharing, subsection 5.6.3 should be expanded. PDC and PPIT also noted that they have not requested or been provided forecasts by their Access Seekers.

(d) TM does not apply the MSA's forecasting procedures in practice and instead relies on alternative processes that it considers more aligned with operational realities. TM also submitted that most Facilities and Services are supplied on a supply-driven or excess-capacity basis and therefore do not require forecasts, noting limited exceptions such as HSBB where demand planning is critical.

(e) U Mobile submitted that certain forecasting requirements assume stable demand growth that is not aligned with mobile demand patterns, and many forecast templates are outdated and fibre-centric. U Mobile recommended a more flexible, technology-neutral approach.

(f) Another operator submitted that the service-specific forecasting requirements are not adequately designed for MVNO operational models as they lack visibility on network constraints and RAN capacity.

10.6 Celcom Timur submitted that service-specific forecasts were previously provided in practice but that, due to stagnant 4G traffic, 4G operators currently do not provide forecasts.

10.7 GTP Network submitted that it has neither requested nor received forecasts from Access Seekers.

10.8 MCMC considers that an Access Seeker's forecast information, where provided, establishes a necessary baseline to support network planning and capacity management. However, subsection 5.6.4 allows Access Providers and Access Seekers to agree on alternative forecasting or ordering procedures to those set out in subsection 5.6 generally (and may agree to dispense with forecasting obligations entirely). Given this flexibility, and noting that several operators considered the existing arrangements to be adequate, MCMC proposes to retain the current arrangements in relation to forecasts under subsection 5.6 of the MSA.

10.9 In relation to PDC and PPIT's request that subsection 5.6.3 be expanded, MCMC would like to understand in more detail what PDC and PPIT is proposing here (and to obtain broader stakeholder views on this provision). Subsection 5.6.3 is intended

to protect Access Providers, by ensuring that, once an Access Seeker confirms a forecast, it will effectively be bound by that forecast (since the forecast will be deemed to be an Order). Accordingly, MCMC would like to understand what specific expansion is being requested here.

10.10 Regarding the remedies for non-compliance as suggested by DNB, subsection 5.6.1 of the MSA already stipulates that an Access Provider may require forecasts "*as a condition of accepting Orders*". This allows Access Providers to make supply of a service or facility conditional on the Access Seeker providing forecasts. Accordingly, MCMC does not consider that any further remedies are needed for non-compliance by the Access Seeker with forecasting requests.

10.11 In response to comments from U Mobile and another operator regarding the "fibre-centric" nature of current templates and the specific challenges faced by MVNOs, MCMC agrees that forecasting requirements should remain technology-neutral. MCMC is open to any further submissions from operators regarding this proposal.

10.12 To strengthen confidentiality protections and reduce the potential for disputes, MCMC proposes to add a new limb to subsection 5.6.10 requiring an Access Seeker's prior written approval before an Access Provider may disclose confidential Forecast Information to persons outside the categories specified in subsection 5.6.9.

MCMC preliminary views

10.13 MCMC intends to continue regulating the forecasting obligations in the MSA but proposes to make the following amendment to subsection 5.6 of the MSA:

Reference	Summary of proposed change	MCMC rationale
5.6.10	MCMC proposes to add a new paragraph 5.6.10(c) as follows: "*5.6.10* ***Distribution of Forecast Information****: An Access Provider may only distribute Forecast Information of an Access Seeker outside the groups of people referred to in subsection 5.6.9 of this Standard if:* *[…]* *(a) the Forecast Information of the Access Seeker is aggregated with Forecasts provided by other Operators and the Access Provider's own requirements (so as to protect the confidentiality of the Forecast Information);* ~~*and*~~ *(b) the Forecast Information or its use does not otherwise identify the Access Seeker, its services or its Customers in any manner;* *and*~~.~~	This amendment would require an Access Provider to obtain the Access Seeker's prior written approval before disclosing confidential Forecast Information to any person or entity outside the specific categories permitted under subsection 5.6.9. MCMC recognises that Forecast Information often contains highly sensitive commercial information regarding an Access Seeker's future strategy and rollout plans and therefore proposes to strengthen the confidentiality framework within the MSA in respect of Forecast Information.

	(c) the Access Provider has obtained the Access Seeker's written approval before distributing the Forecast Information."	

Questions

Question 9:	What changes (if any) could be made to the service-specific forecasting obligations in section 6 to make such requirements technology-neutral?
Question 10:	Do you have any concerns about the current drafting of subsection 5.6.3? Do you propose any changes to this provision regarding confirmation of forecasts? Please provide details.
Question 11:	Do you have any concerns about MCMC's proposed changes to subsection 5.6.10? If so, please provide details.

11 Ordering and Provisioning Obligations

Overview

11.1 Subsection 5.7 of the MSA sets out ordering and provisioning obligations relating to the supply of Facilities and Services listed under the Access List.

11.2 Ordering and provisioning are central to an Access Seeker's ability to plan for and supply in a downstream market, and it is accordingly critical for Access Providers to treat each Access Seeker (including an Access Provider's own retail arm) in a non-discriminatory and equivalent manner to ensure no Access Seeker is given an advantage over another and that Access Providers do not favour their own orders.

Submissions received and MCMC assessment

11.3 MCMC notes that the majority of operators consider the existing ordering, provisioning and delivery framework under the MSA to be adequate and workable.

General submissions on ordering and provisioning

11.4 Edotco submitted that the ordering and provisioning provisions in subsection 5.7 should not be heavily regulated, so that parties retain operational flexibility, contingent on the individual party and project.

11.5 Allo, Altel, Celcom Timur, CelcomDigi, Fibrecomm Network, GTP Network, Maxis, MYTV, PDC, PPIT, Pr1ma, REDtone, TIME and TM found the service-specific ordering and provisioning requirements adequate with Fibrecomm Network, PDC and PPIT further noting that in practice, these obligations are addressed through commercial negotiation.

11.6 Another operator reported that it has no experience on these requirements.

11.7 MCMC appreciates operators' comments on the ordering and provisioning requirements. The fact that a majority of operators regard the current requirements as generally adequate indicates that the existing framework provides an appropriate and workable baseline for these obligations.

Ordering and provisioning timeframes

11.8 CelcomDigi, GTP Network, Maxis, MYTV, PDC, PPIT, Pr1ma and REDtone generally consider the timeframes in section 6 of the MSA to be appropriate.

11.9 Celcom Timur submitted that the Mean Time to Restore may be longer than stipulated, depending on location. Service delivery timeframes of 60 to 90 days depend on factors such as wayleave approvals, local authority or landowner approvals and equipment delivery.

11.10 Edotco submitted that timelines should be increased to 5 Business Days for acknowledgment of order and 20 Business Days for acceptance or rejection as the standard timeframe under this scope is restrictive and does not consider limited allocated resources.

11.11 Tune Talk submitted that specific and realistic response timelines should be included for each facility and service to ensure smoother communication between Access Provider and Access Seeker and to minimise business disruption.

11.12 Tune Talk also suggested that MCMC review timeframes, as certain facilities and infrastructure may require different delivery timelines, on a case-by-case basis while another operator proposes that a mutually agreeable timeline should be used.

11.13 U Mobile submitted that certain timelines (e.g. 30 to 60 days for infrastructure) are often unachievable due to landlord, utility or local authority dependencies. U Mobile recommends differentiating between operator-controlled activities and those requiring external approvals.

11.14 U Mobile also submitted that the prescribed steps are often too detailed, and the acknowledgement and acceptance windows may not be feasible when third-party site owners or local councils are involved. These timelines should be indicative rather than mandatory, with the ability to mutually agree alternative windows.

11.15 MCMC notes that several operators raised concerns regarding the feasibility of the prescribed delivery timelines, particularly where delays arise from third-party dependencies such as approvals from local authorities or landowners, civil works, utility coordination and building management consent.

11.16 In response, MCMC highlights that subsection 5.7.24 of the MSA already provides a structured mechanism to address delivery delays arising from either the Access Provider or third-parties not acting under the Access Provider's direction or control. MCMC considers that subsection 5.7.24 appropriately mitigates concerns relating to delays caused by third-party approvals and external dependencies.

11.17 MCMC considers that the proposed ordering and provisioning timeframes should remain standardised, rather than being expanded or reduced to indicative targets and is not persuaded that an extension of the timeframes is justified.

Queueing policy and queue disclosure

11.18 TM recommended removing subsections 5.7.29 and 5.7.30 (queuing policy and queue disclosure) on the basis that these requirements are unnecessary and impractical in the current industry context. It noted that most operators, including

TM, do not use formal queuing systems for orders or service qualifications and requiring such a system would add unnecessary costs without improving transparency or efficiency, so removing these provisions would better align the MSA with actual industry practice.

11.19 TM also submitted that paragraphs 5.7.6(d) and 5.7.26(b)(i) should be removed to ensure consistency with industry practice, protect confidential information and streamline compliance. Paragraph 5.7.6(d) is linked to the queuing policy requirements in subsections 5.7.29 and 5.7.30, which should be removed, as most operators (including TM) do not maintain a formal queue system and disclosure of costs attributable to cancellation or variation under paragraph 5.7.26(b)(i) presents confidentiality concerns.

11.20 MCMC considers TM's proposal to delete the queuing provisions to warrant further consideration and welcomes additional views from the industry on this matter. The queuing provisions in subsections 5.7.29, 5.7.30 and paragraph 5.7.6(d) are intended to practically assist with implementation of the non-discrimination obligation, by ensuring that Access Providers have a clear and non-discriminatory system in place to allocate orders. MCMC is interested in obtaining views from stakeholders, both Access Providers and Access Seekers, as to whether they are using these provisions and are finding them helpful in practice.

11.21 In relation to TM's proposed amendment to paragraph 5.7.26(b)(i), MCMC notes that this provision ensures that cancellation charges imposed by an Access Provider are based on actual costs incurred by the Access Provider. This is necessary to ensure that cancellation charges are proportionate and do not act as a disincentive to obtaining regulated access under the Access List and MSA. To the extent that the Access Provider needs to disclose their costs to the Access Seeker (to verify compliance with paragraph 5.7.26(b)(i)), the MSA does not prevent the Access Provider from imposing confidentiality obligations on the Access Seeker in respect of costs information.

Late-delivery rebates

11.22 Astro submitted that the rebate framework should be strengthened by specifying a minimum percentage rate for rebates within the MSA itself, and that a baseline would promote consistency, reduce negotiation friction and ensure adequate compensation for delays or service level non-compliance.

11.23 CelcomDigi noted that, while rebates are generally beneficial, details on how delays are addressed vary depending on the specific service and the terms of the agreed arrangement.

11.24 Edotco confirmed that its current agreements with Access Seekers include provisions for late-delivery penalties, either as a fixed daily credit (capped) or a rebate equivalent to applicable charges for the period of delay.

11.25 Pr1ma, PDC and PPIT noted that while Access Providers generally comply with the late-delivery rebate provisions, in practice:

(a) **Pr1ma**: where delays occur, the consequences are typically managed through agreed commercial arrangements or remedies in the Access Agreement, consistent with the provisions of the MSA; and

(b) **PDC and PPIT**: this is achieved through a set-off mechanism against future access charges, instead of the Access Provider paying a separate rebate.

11.26 TM notes that while the MSA provides for late-delivery rebates, in practice TM manages late delivery issues through mutual resolutions with Access Seekers and direct engagement before applying the rebate mechanism.

11.27 Maxis emphasised that subsection 5.7.33 should be retained in the MSA as it strengthens the Access Provider's commitment to deliver within specified timeframes. While late-delivery rebates are usually discussed and mutually agreed between parties, the existing subsection serves as the basis for such arrangements.

11.28 DNB submitted that the late-delivery rebate provision is not relevant to DNB's wholesale 5G model because its National 5G Wholesale Network Product does not operate on a simple order-to-delivery basis. Delivery timelines depend on factors such as Access Seeker readiness, third-party dependencies and complex rollout phases tied to national coverage obligations. Applying a rigid rebate mechanism would not reflect operational realities and could unfairly penalise the Access Provider. However, in its role as an Access Seeker, DNB relies on timely delivery of critical inputs (e.g. Infrastructure Sharing and Transmission Services) from other Access Providers and delays attributable to their fault should carry late-delivery consequences, including liability for regulatory non-compliance penalties. This should be addressed in the MSA.

11.29 Celcom Timur, Fibrecomm Network, REDtone and another operator noted that late-delivery rebates are generally not paid, with Celcom Timur noting that most delays arise from external factors like wayleave or site access and are resolved through direct discussions and revised timelines while another operator notes that, in practice, a "best effort" standard applies.

11.30 Allo and TIME noted that they have a late-delivery arrangement. MYTV and another operator have no experience with late-delivery rebates.

11.31 MCMC expresses concern with submissions from several Access Seekers that late-delivery rebates are not paid in practice, as well as from Access Providers stating that late-delivery rebates are not relevant to their services. Late-delivery rebates are an important mechanism to incentivise timely delivery by Access Providers and ensure that Access Seekers have efficient and timely access to regulated services and facilities, which is ultimately in the LTBE.

11.32 At the same time, the submissions illustrate that the late-delivery rebates framework is operating in a flexible manner, including to accommodate practical commercial arrangements where agreed by the Access Provider and the Access Seeker. MCMC therefore does not consider it appropriate to amend subsection 5.7.33 to introduce greater flexibility.

11.33 However, MCMC invites further submissions from stakeholders about whether any amendments should be made to subsection 5.7.33, to ensure that the late-delivery rebates framework is applied in practice and works as intended.

11.34 In relation to Astro's submission, MCMC does not consider it appropriate to specify a minimum percentage rate for rebates, as part of the general obligation in subsection 5.7.33. The appropriate amount for a rebate is highly dependent on the nature of the specific Facility or Service being acquired. A one-size-fits-all baseline may not accurately reflect the varied technical and commercial impacts of non-compliance across different categories.

*Resource char*ges

11.35 Symbio stated that two Access Providers have requested Symbio pay a large one-off "resource" installation charge to proceed with interconnection requests, which is difficult to justify and significantly increases upfront costs prior to revenue generation from the rollout and growth of its services. Symbio submitted that Access List services should be subject to a standard installation charge, with any additional charges limited to technical voice interconnection testing.

11.36 Symbio proposed an amendment to subsection 5.7.28 so that, where an Access Seeker orders Access List services, no additional resource charges should apply, except for charges associated with technical testing of voice interconnection with a new operator.

11.37 MCMC notes that, under subsection 5.7.28 as currently drafted, resource charges must already be "determined by reference to the costs" and must be "reasonably justified … as necessary for the Access Provider to provide the requested Facilities and/or Services".

11.38 To prevent the imposition of disproportionate resource charges, MCMC proposes further amending the language in subsection 5.7.28, as shown below:

> *"(a) may charge the Access Seeker a one-off fee, to be determined by reference to the costs incurred by the Access Provider~~, for~~ that are directly attributable to allocation of manpower and other resources reasonably necessary to enable the Access Provider to test and fulfil an Order for new Facilities and/or Services, provided that such one-off fee is reasonably justified by the Access Provider, to the Access Seeker, as necessary for the Access Provider to provide the requested Facilities and/or Services;"*

11.39 The reference to "*directly attributable*" would also ensure consistency with paragraph 5.7.26(b)(i), which refers to the calculation of cancellation costs.

11.40 MCMC considers that this language, as amended, should limit any resource charges that are not cost-based or are disproportionate. However, MCMC invites comments from stakeholders in relation to resource charges and subsection 5.7.28, including as to whether it would be preferable to remove the ability for Access Providers to impose resource charges of, if this option is kept, whether any further constraints or safeguards are needed on the calculation of resource charges.

MCMC preliminary views

11.41 After reviewing the initial feedback from operators, MCMC proposes to make the following amendments to the ordering and provisioning obligations under subsection 5.7 of the MSA:

Reference	Summary of proposed change	MCMC rationale
5.7.16(a)	MCMC proposes to amend paragraph 5.7.16(a) as follows: *"(a) the Access Provider shall not exceed the estimate without providing the Access Seeker with a prior written notice ~~prior to exceeding the estimate that~~setting out the following:* *(i) that the estimate will likely be exceeded;* *(ii) an explanation of the reasons for exceeding the estimate; and* *(iii) a ~~further~~ revised estimate of the charges for the work necessary to fulfil the Order;"*	The proposed amendments seek to improve the clarity of expression of this provision.
5.7.28	MCMC proposes to amend paragraph 5.7.28(a) as follows: *"(a) may charge the Access Seeker a one-off fee, to be determined by reference to the costs incurred by the Access Provider~~; for~~ that are directly attributable to allocation of manpower and other resources reasonably necessary to enable the Access Provider to test and fulfil an Order for new Facilities and/or Services, provided that such one-off fee is reasonably justified by the Access Provider, to the Access Seeker, as necessary for the Access Provider to provide the requested Facilities and/or Services;"*	While subsection 5.7.28 already requires that any charge be cost-based and reasonably justified to the Access Seeker, MCMC considers that the proposed clarification would provide additional protection against resource charges that are disproportionate or not directly linked to the activity being carried out.

Questions

Question 12:	As an Access Provider or Access Seeker, are you currently using the queueing mechanisms in subsections 5.7.29 and 5.7.30? Do you propose any amendments to these provisions or would you support their removal?

Question 13:	Do you consider that any amendments need to be made to subsection 5.7.33 to ensure that the late-delivery rebates framework creates the right incentives and ensures timely and efficient access to Access List services and facilities?
Question 14:	Have you encountered instances of opaque or unclear resource charges and do you agree that the proposed amendment to subsection 5.7.28 would address these concerns? Or do you consider further amendments are necessary? Please provide supporting details.

12 Point of Interface Procedures

Overview

12.1 Subsection 5.8 of the MSA sets out a number of obligations relating to POIs, including as to POI locations and requests for POIs.

12.2 In 2022, MCMC amended subsection 5.8.6 to clarify that the Access Seeker is not required to interconnect or co-locate at specific POIs offered by the Access Provider.

Submissions received and MCMC assessment

12.3 Maxis and MYTV consider that the POI sections of the MSA are generally adequate.

12.4 Edotco noted that the POI provisions are not applicable to its services.

12.5 PDC and PPIT submitted that the POI procedures are not applicable to Infrastructure Sharing Services and have been dispensed with in practice.

Interconnection at Access Seeker or third-party POIs

12.6 Symbio submitted that a new paragraph 5.8.2(c) should be added to clarify that, as two POIs are generally required for interconnection, each of the two interconnecting parties should have the option of providing one POI. This is because Access Providers are required to publish their POIs and that, for voice interconnection services, both parties typically act as Access Provider and Access Seeker, with at least two POIs required. Symbio further suggested amending subsection 5.8.2 to require Access Providers to offer physical co-location at one or more carrier-neutral data centres to assist new entrants.

12.7 MCMC would like to understand this proposal in further detail. Subsection 5.8.2 is a procedural requirement requiring Access Providers to publish their POI locations, rather than a substantive requirement about where such POIs are located and which party is providing them. Subsections 5.8.3 and 5.8.5 already provide a degree of flexibility, by allowing interconnection at Access Seeker POIs and at third-party POIs.

12.8 Similarly, in response to Symbio's proposal regarding co-location at carrier-neutral data centres, subsection 5.8.5 allows an Access Seeker to nominate a third-party POI, which could include a carrier-neutral data centre. In these circumstances, it is reasonable that the Access Seeker will remain responsible for the costs of interconnection and access, since such POI is not controlled by the Access Provider.

12.9 MCMC also clarifies that it cannot mandate an Access Provider to itself provide co-location at a carrier-neutral data centre. The Access List includes a Network Co-Location Service, which captures physical co-location at a facility. However, this only applies to facilities an Access Provider owns or operates. It is beyond the standard access obligations in section 149 of the CMA for an Access Provider to be mandated to provide physical co-location space and access at a facility it does not own or operate (e.g. by entering into arrangements with a third-party provider).

Timeframes for POI reservation

12.10 U Mobile submitted that paragraph 5.8.6(d) should be amended so that the timeframe is decreased from two years to one year (i.e. the Access Provider shall not reserve space for more than one year).

12.11 MCMC would like to obtain views from stakeholders in relation to this submission. In principle, MCMC considers that shortening the timeframe to one year would promote access to POIs, as it would minimise the ability for Access Providers to refuse listing a POI under paragraph 5.8.2(a) on the basis that the space is required for the Access Seeker's long-term future needs. At the same time, MCMC acknowledges that a timeframe shorter than two years may not be adequate to account for the Access Provider's own future needs, and its network and capacity planning. MCMC therefore considers more data is required from stakeholders before it can propose an amendment to paragraph 5.8.6(d).

Other proposed changes to the POI procedures

12.12 TM recommended that:

(a) the requirement to offer POI and co-location at each Closed Number Area (paragraph 5.8.6(a)) be removed to align obligations with current technological realities as it is no longer relevant; and

(b) the phrase "*includes POI and POP*" should be removed from the definition of Point of Interface to ensure clarity and consistency in technical obligations. This current phrase creates confusion as POI and POP are distinct concepts, blurs technical boundaries and complicates implementation. TM submits that if MCMC retains the definition, then it should provide guidance on its implementation and interpretation.

12.13 DNB requests a review of the POI requirements for 5G services under the dual-network model. DNB notes that several MSA POI provisions are not relevant to DNB's role as a 5G wholesale provider based on the RAO and Access Agreements, including:

(a) POI locations (subsection 5.8.2): the RAO does not capture in-span interconnection but DNB provides a list of physical co-location available in at least one POI location for every Closed Number Area throughout Malaysia where DNB has network facilities;

(b) Access Seeker-requested POI (subsection 5.8.3) and third-party POI (subsection 5.8.5): the RAO does not capture the requirement to consider a request by an Access Seeker to interconnect at a point other than what is

specified by DNB and it would be burdensome for DNB to accommodate such individual requests for interconnection; and

(c) POI factors (subsection 5.8.6): the RAO does not include the prescriptive factors in the MSA for determining POIs to be listed. Under the RAO, DNB provides physical co-location at least at one POI per Closed Number Area where it has network facilities, may offer other forms such as virtual co-location and only reserves space for Access Seekers currently occupying or ordering additional space.

12.14 CelcomDigi noted that, despite subsection 5.8.4 which specifies that each party is responsible for the setup costs on its respective side of the POI, certain Access Providers impose POI setup charges for work performed on the Access Provider's side. On this basis, CelcomDigi recommends that MCMC clarify that POI setup costs on the Access Provider's side must not be imposed on Access Seekers for HSBB services.

12.15 MCMC notes TM's suggestion to remove the requirement for a POI in every Closed Number Area but considers that the requirement for localised POIs remains a safeguard to ensure network resilience and also to minimise geographic barriers to interconnection for Access Seekers. MCMC is interested in obtaining further stakeholder views about whether a different geographic reference should be used (instead of Closed Number Areas), to reflect the shift to IP-based interconnection.

12.16 Regarding the definition of POI, MCMC recognises the ambiguity that arises by including a reference to "*POI and POP*" in the definition of Point of Interface and proposes to remove this reference.

12.17 In response to DNB's comments on subsection 5.8.2, MCMC notes that this provision (among other things) requires Access Providers to publish and maintain a list of their technically feasible points in respect of which in-span interconnection is available. If an Access Provider does not have any POIs at which in-span interconnection is available (or such interconnection is not technically feasible), these points need not be included in the list published under subsection 5.8.2.

12.18 In response to DNB's comments on subsections 5.8.3 and 5.8.5, these provisions require Access Providers to reasonably consider requests to interconnect at a non-Access Provider POI and to permit an Access Seeker to nominate a third-party POI. MCMC considers these provisions to be necessary to removing barriers to accessing Access List services and facilities. The obligations are also flexible enough to not impose an undue burden on Access Providers. For example, the Access Provider is only required to "*reasonably consider*" a request under subsection 5.8.3 (and may refuse an unreasonable request). In the case of third-party POIs, subsection 5.8.5 also makes the Access Seeker responsible for the costs of interconnection and access, and for the third-party's acts and omissions at the POI.

12.19 In relation to subsection 5.8.6, MCMC clarifies that this provision requires Access Providers to have regard to the specified considerations when publishing its list of POIs under subsection 5.8.2. It does not require the RAO to prescribe or set out those factors.

12.20 In response to CelcomDigi's comments, MCMC reiterates that POI setup costs must be borne by the party on whose side of the demarcation point the work is performed. Access Providers are not permitted to pass on internal setup costs to Access Seekers and Access Seekers are prohibited from passing on the same to Access Providers.

MCMC preliminary views

12.21 MCMC proposes to retain the Point of Interface procedural requirements set out in subsection 5.8 of the MSA with the following amendment.

Reference	Summary of proposed change	MCMC rationale
Definition of "Point of Interface"	MCMC proposes to remove the reference to "and includes POI and POP", as shown below: ""*Point of Interface" means a point at or between network facilities which demarcates the Network of an Access Provider and the Network of an Access Seeker and is the point at which a communication is transferred between those network facilities ~~and includes POI and POP~~."* MCMC also proposes to remove the definition of "Point of Presence" or "POP", which is only used in the definition of "Point of Interface" mentioned above.	MCMC considers that removing the words "*and includes POI and POP*" simplifies the provision and avoids circularity and confusion.

Questions

Question 15:	Is the requirement under paragraph 5.8.6(a) to offer a POI for each Closed Number Area in Malaysia still relevant in the context of IP-based interconnection? If not, what geographic requirement should apply to POI availability?
Question 16:	What are your views on decreasing the timeframe for the calculation of the Access Provider's future needs in paragraph 5.8.6(d) from two years to one year? Have you found this to be a barrier to accessing POIs? Please provide details.
Question 17:	Do you have any concerns with the proposed deletion of the words "*and includes POI and POP*" from the definition of Point of Interface?

13 Decommissioning Obligations

Overview

13.1 Subsection 5.9 of the MSA sets out decommissioning obligations in respect of Points of Interface and other Facilities and Services.

13.2 MCMC received several comments from operators in relation to decommissioning obligations. Primarily, operators commented on the notice period required for decommissioning.

General submissions

13.3 Maxis and MYTV consider that the decommissioning obligations in the MSA are generally adequate.

Decommissioning notice period

13.4 Edotco, GTP Network, PDC and PPIT suggested that the period to notify Access Seekers prior to decommissioning facilities should be aligned with the period granted by a landlord or local council, noting that:

(a) **Edotco:** 6 months' notice is not practical as scenarios differ based on various reasons for decommissioning sites; and

(b) **GTP Network:** the prescribed notice timelines in paragraph 5.9.1(b) are often impossible to meet when site vacation is mandated by third-party landlords or local authorities.

13.5 MCMC clarifies that where an Access Provider is required to vacate the site as a result of a third-party landlord's notice or a local authority's notice, it is only required to provide as much notice as possible. The notice periods of one year in respect of a Point of Interface (paragraph 5.9.1(a)) and 6 months in respect of any Facilities and/or Services (paragraph 5.9.1(b)) do not apply in these circumstances.

13.6 Additionally, MCMC proposes to expand the scenarios where the fixed notice period does not apply, to capture circumstances where an Access Provider is required to vacate a site as a result of an emergency. The effect of this amendment will be that, where an Access Provider is required to vacate a site as a result of "*an Emergency*", it would only need to provide "as much notice as possible" to relevant Access Seekers.

13.7 MCMC proposes adding the following new definition to section 3 (Definitions and Interpretation):

"Emergency" means an imminent actual or potential risk to the safety of persons or property or the integrity of a telecommunications network requiring immediate action to avoid or mitigate any loss, damage or personal injury.

Alternative arrangements

13.8 CelcomDigi suggested that the required period in paragraphs 5.9.3(a) and 5.9.3(b) be reduced from three (3) years to one (1) year to reflect the cost and operational

realities of relocation, for example, charges at a new data centre may differ due to factors beyond the Access Provider's control. Maintaining identical or non-disadvantageous charges for longer may distort cost recovery. Therefore, a 1-year transitional period is reasonable to allow Access Seekers to make the necessary technical, operational and commercial adjustments following decommissioning.

13.9 TM recommended amending paragraph 5.9.3(b) to state that the timeline for alternative arrangements shall not be less than three (3) years or based on the readiness of the new facilities and/or services, whichever is earlier. This ensures customers are migrated upon readiness of new facilities, without being unnecessarily bound by a fixed minimum and reflects operational realities as migration depends on readiness of new facilities and/or services.

13.10 The submissions on amendments to subsection 5.9.3 of the MSA are from Access Providers only. MCMC is concerned that shortening the period to one (1) year as suggested by CelcomDigi may create practical barriers for Access Seekers when transitioning to alternative services or facilities. MCMC understands that access negotiations typically take longer than one year, so a transitional period of one year may not be sufficient, which risks resulting in Access Seekers being left without access to alternative services or facilities.

13.11 In relation to TM's submission, MCMC proposes to amend paragraph 5.9.3(b) to specify that the timeline for alternative arrangements is the earlier of: (i) three years from the date of commissioning; (ii) the date that the Access Seeker commences acquiring access to new equivalent Facilities and/or Services; and (iii) 6 months after the date that such new equivalent Facilities and/or Services have been made available to the Access Seeker. This ensures that Access Seekers are given a period of at least 6 months to transition from the initial alternative facilities they have been provided (post-decommissioning) to the new equivalent facilities.

Compensation for decommissioning

13.12 DNB noted that subsection 5.9.4 is not relevant to DNB's model as a wholesale provider based on the RAO, as under the RAO each party is responsible for its own costs, unless such closure or relocation is solely and directly because of matters within the reasonable control of DNB.

13.13 GTP Network objected to the provision of compensation for site decommissioning when the event is involuntary (e.g. non-renewal of a tenancy by landlord) under subsection 5.9.5. It notes that Access Providers should not be commercially penalised for site closures occurring due to factors beyond their reasonable control.

13.14 PDC and PPIT note that, despite the possibility of complying with paragraph 5.9.3(b), compensation under subsection 5.9.5 is unwarranted as such decommissioning is not within its control.

13.15 MCMC acknowledges the concerns raised by stakeholders on this point. MCMC agrees that, where decommissioning is outside the reasonable control of the Access Provider because it is requested by the Access Seeker, no decommissioning compensation should be payable to the Access Seeker. This is because an Access Seeker should not benefit from decommissioning compensation arising from a decommissioning caused by its own conduct.

13.16 MCMC therefore proposes to amend subsections 5.9.4 and 5.9.5 to create an exception where decommissioning is "*requested by the Access Seeker*".

13.17 MCMC also points out that subsection 5.9.5 already contains an exception where decommissioning "*is caused by Force Majeure*". Force Majeure is defined as "*an event or circumstance beyond the reasonable control of an Operator which affects the Operator's ability to perform its obligations under this Standard or under an Access Agreement*". Accordingly, where a decommissioning of a Facility or Service occurs due to an event or circumstance beyond the reasonable control of the Access Provider, there will be no obligation to pay the costs contemplated in subsection 5.9.5.

MCMC preliminary views

13.18 MCMC's preliminary view is to maintain the decommissioning obligations with amendment. MCMC proposes to make the following changes to subsection 5.9:

Reference	Summary of proposed change	MCMC rationale
3	MCMC proposes to add a new definition of "Emergency" as follows: *""Emergency" means an imminent actual or potential risk to the safety of persons or property or the integrity of a telecommunications network requiring immediate action to avoid or mitigate any damage or personal injury."*	This is a consequential change in relation to MCMC's proposed change at subsection 5.9.1, described below.
5.9.1	MCMC proposes expanding the scenarios where a fixed notice period does not apply, by amending 5.9.1 as follows: *"Except where an Access Provider is required to vacate a site where a Point of Interface is located, or any other Facility and/or Service which relies on the Access Provider's use of that site, as a result of a third-party landlord's notice (under an arm's length tenancy agreement), ~~or~~ a local authority's notice~~,~~ or an Emergency, an Access Provider must provide no less than:…* *Where an Access Provider is required to vacate the site as a result of a third-party landlord's notice (under an arm's length tenancy agreement)~~ or~~, a local authority's notice or an Emergency, the Access Provider must provide all relevant Access Seekers with as much notice as possible in relation to the matters in paragraphs 5.9.1(a) and 5.9.1(b) above."*	MCMC has proposed adding "Emergency" in the same category as a third-party landlord's notice and a local authority's notice because, similar to these situations, an Access Provider will not have advance notice of an Emergency and is therefore not in a position to give prior notice of 1 year (for POI) or 6 months (for Facilities and/or Services) to Access Seekers. As with a third-party landlord's notice or a local authority's notice, the Access Provider must only provide as much notice as possible before the decommissioning of a site in an Emergency.
5.9.3(b)	MCMC proposes to amend paragraph 5.9.3(b) as follows: *"(b) to decommission any other Facilities and/or Services, shall provide to the Access Seeker*	This amendment ensures that transitional arrangements after decommissioning can cease once the Access Seeker has access to new equivalent Facilities and/or

	access to alternative Facilities and/or Services on terms and conditions and at a recurring charge which are not disadvantageous to the Access Seeker, relative to the terms and conditions and recurring charge applicable in respect of the Facilities and/or Services that are proposed to be decommissioned, for a period commencing from the date of decommissioning until at least ~~that is not less than~~: *(i) three (3) years from the date of decommissioning~~.~~;* *(ii) the date that the Access Seeker commences acquiring access to new Facilities and/or Services equivalent to those that have been decommissioned; or* *(iii) six (6) months after the date that the Access Provider makes available to the Access Seeker new Facilities and/or Services equivalent to those that have been decommissioned,* *whichever is earlier."*	Services provided by the Access Provider.
5.9.4	MCMC proposes to amend subsection 5.9.4 as follows: *"Except where decommissioning is requested by the Access Seeker, ~~A~~an Access Provider shall pay the Access Seeker reasonable costs, necessarily incurred in:* *[..]"*	MCMC proposes this amendment to make the compensation framework more equitable. MCMC refers to the discussion at paragraph 13.15 above.
5.9.5	MCMC proposes to amend subsection 5.9.5 as follows: *"Except where decommissioning is caused by Force Majeure or is requested by the Access Seeker, an Access Provider shall pay the Access Seeker's reasonable costs, necessarily incurred in:* *[…]"*	MCMC proposes this amendment to make the compensation framework more equitable. MCMC refers to the discussion at paragraph 13.15 above.

Questions

Question 18:	Do you agree with the changes proposed at subsection 5.9.1, which would have the effect that an Access Provider required to vacate a site as a result of an Emergency only needs to provide as much notice as possible?

Question 19:	What are your views on shortening the three-year obligation to provide functionally equivalent POIs and alternative Facilities and/or Services after decommissioning, in subsection 5.9.3 of the MSA?
Question 20:	What are your views on the proposal to amend the period for alternative arrangements under subsection 5.9.3 to cease once the Access Seeker has access to new equivalent Facilities and/or Services?
Question 21:	Do you agree with the changes proposed to subsections 5.9.4 and 5.9.5? If you do not agree with the proposed changes, please provide your reasons, including your proposed alternative amendments (if any).

14 Network Change Obligations

Overview

14.1 Subsection 5.10 sets out obligations where an operator proposes to implement certain types of changes to its network which necessitate changes in the hardware or software of the other operator's network.

Submissions received and MCMC assessment

14.2 Maxis and MYTV submitted that the Network Change obligations in the MSA are generally adequate.

14.3 U Mobile and another operator made the following suggestions:

(a) **U Mobile:** the definition of "material change" in Network Change obligations has led to different interpretations between operators on what requires notification versus commercial negotiation. U Mobile recommended clearer definitions or guidance notes within the MSA to reduce potential dispute risks.

(b) Another operator highlighted that Network Changes must explicitly state MOCN and MORAN-related impacts if MCMC were to list MOCN and MORAN services on the Access List.

14.4 Edotco submitted that the Network Change obligations do not apply to its operations.

14.5 PDC and PPIT submitted that the Network Change obligations are not applicable to Infrastructure Sharing Services and have been dispensed with in practice.

14.6 TIME submitted that the Network Change Obligations should be incorporated into the operations and maintenance manual to align with established industry practice.

14.7 In response to U Mobile's submission, MCMC is of the view that the types of Network Changes that fall within the scope of subsection 5.10.1 are specified at subsection 5.10.2 in sufficient detail, with the notification and post-notification processes described at subsections 5.10.3 and 5.10.4 respectively. MCMC also notes that the phrase "material change" does not appear in subsection 5.10 of the MSA, so it is not clear to MCMC which specific provision U Mobile is referring to.

14.8 With respect to another operator's submission, MCMC clarifies that the Network Change obligations in subsection 5.10 apply to all Facilities and/or Services on the Access List and they will apply to any new services which are added to the Access List. If the operator considers that service-specific Network Change obligations should apply to the 4G MOCN Access service that MCMC proposes to list on the Access List, MCMC invites the operator and other stakeholders to provide additional information and views.

14.9 Regarding TIME's proposal to incorporate the Network Change obligations into the operations and maintenance manual, MCMC maintains that these obligations must remain in the MSA. This is to ensure that they provide certainty to both Access Providers and Access Seekers. Simply requiring Network Change obligations to be inserted in the Access Provider's operations and maintenance manual (rather than being prescribed in the MSA itself) would provide too much discretion to Access Providers to deviate from the obligations in subsection 5.10, which may result in practical barriers to access for Access Seekers.

14.10 MCMC does not otherwise propose any amendments to the Network Change obligations in the current review cycle.

MCMC preliminary views

14.11 MCMC's preliminary view is to retain the Network Change obligations without any amendment.

Question

Question 22:	Do you consider that specific Network Change obligations should apply to the 4G MOCN Access service that MCMC proposes to list on the Access List?

15 Billing and Settlement Obligations

Overview

15.1 Subsection 5.11 sets out the billing and settlement obligations for Access Providers and Access Seekers that are relevant to all Facilities and Services.

15.2 In 2022, MCMC only made minor changes to paragraph 5.11.13(d) to clarify that provision of traffic data is likely to only be relevant to a disputed invoice for voice and messaging services whereas subsection 5.11 applies across all Facilities and Services.

Submissions received and MCMC assessment

15.3 CelcomDigi, Celcom Timur, Edotco, Maxis, MYTV, Pr1ma, REDtone and TM generally considered that the service-specific billing cycle for Facilities and Services under section 6 of the MSA were adequate.

15.4 Celcom Timur, GTP Network, PDC and PPIT submitted that billing cycles should remain flexible and should be, or generally are, commercially negotiated, noting that:

(a) **Celcom Timur:** commercial discretion may be beneficial for certain services, subject to transparency and compliance with MSA principles;

(b) **GTP Network:** its standard practice is to invoice in advance within the first seven days of the billing period, a term consistent with standard real estate tenancy norms and widely accepted by Access Seekers; and

(c) **PDC and PPIT:** the billing cycle, though billed in advance, is always commercially agreed with Access Seekers to occur within seven days of commencement and then within seven days of each subsequent month, consistent with standard site tenancy agreements.

15.5 DNB, Edotco, Maxis, Tune Talk, YTLC and another operator suggested the following amendments to the billing and settlement obligations:

(a) **DNB:** subsection 5.11.11 should be amended to a "Pay-First, Dispute-Later" model for services consumed, as the current "withhold payment" approach is unfair to Access Providers and creates uncertainty and cost recovery delays. DNB noted that uninterrupted flows are critical for DNB's wholesale-only model to ensure financial viability and service quality and that a "Pay-First, Dispute-Later" model is common in other contexts (e.g. Inland Revenue Board for tax payments, Tenaga Nasional Berhad (electricity bills) and other MNO RAOs (e.g. Maxis));

(b) **Edotco:** due to differing interpretations with the meaning of backbilling in subsection 5.11.16, Edotco requests the inclusion of a definition of backbilling to provide clarity and certainty to both Access Seekers and Access Providers. The current provision is ambiguous in its implementation. Edotco also suggested that parties be permitted to negotiate the backbilling period. It stated that the backbilling provision limits Access Providers' ability to issue invoices for services rendered, even where it is not possible to invoice on time, such as where unauthorised equipment is installed on towers without the Access Provider's knowledge;

(c) **Maxis:** subsection 5.11.4 should be amended so that, for 5G services, if the Access Seeker requires further information to verify access rates, the Access Provider shall provide billing verification information within 60 days of the requested date and subsection 5.11.11 should be amended so that the 15-day timeframe in paragraph 5.11.11(a) is deleted and replaced with a reference to the timeframe specified in subsection 5.11.12;

(d) **Tune Talk:** adopt a quarterly billing cycle;

(e) **YTLC**: noted inconsistencies between subsection 5.11.11, which permits withholding disputed amounts in good faith, and Annexure A, which uses different terminology, leading some Access Providers to demand full payment before dispute resolution. YTLC suggested harmonisation of subsections 5.11.11, 5.11.12, 5.11.15 with Annexure A and affirmation of the right to withhold; and

(f) Another operator adopts a mutually agreeable billable cycle.

15.6 MCMC acknowledges the submissions which emphasise the need for commercial discretion in billing cycles. MCMC's view is that while the MSA provides a baseline of obligations, subsection 5.11.13 allows a different billing cycle to be adopted between Access Seekers and Access Providers in an Access Agreement.

15.7 More specifically:

(a) In relation to an operator's submission about billing cycles, MCMC refers to subsection 5.11.3 of the MSA, which allows the Access Provider and the Access Seeker to agree a different billing cycle than what is proposed in the Service Specific Obligations (if any). Accordingly, the MSA already allows for the operator's position that there be a mutually agreeable billing cycle.

(b) Regarding Tune Talk's submission, MCMC considers it would be too constraining and inflexible to mandate a quarterly billing cycle. For MVNO Access, subsection 6.13.7 of the MSA sets out a default monthly billing cycle, which is then given effect under subsection 5.11.3 of the MSA. However, as mentioned above, the Access Provider and the Access Seeker are free to agree a different cycle (including quarterly).

15.8 MCMC has considered DNB's submission regarding a "Pay-First, Dispute-Later" model, as well as YTLC's submission about inconsistencies between triggers for withholding payments.

15.9 MCMC has the following preliminary view on this issue:

(a) Allowing Access Seekers to withhold disputed payments is in line with general practice in commercial contracts. Requiring Access Seekers to pay disputed charges upfront would effectively shift the entire financial risk onto the Access Seeker, which may be burdensome for smaller operators and discourage Access Seekers from raising genuine billing disputes.

(b) The right to withhold payment under subsection 5.11.11 must also be done "*in good faith*", which provides a safeguard against Access Seekers arbitrarily claiming a payment dispute to avoid paying on time. Access Seekers would also be required to pay interest if the payment dispute is decided in favour of the Access Provider, creating a further disincentive against unsubstantiated payment withholding by Access Seekers.

(c) In line with YTLC's submission, MCMC considers that there is a practical inconsistency between the broad right for an Access Seeker to withhold disputes payments in "*good faith*" and the grounds on which an Access Seeker can commence a billing dispute under section 6.3 of Annexure A.

(d) MCMC therefore proposes amending subsection 5.11.11 of the MSA to clarify that an Access Seeker may only withhold payments in good faith where it is entitled to commence a Billing Dispute under section 6.3 of Annexure A.

(e) In response to DNB's submission, MCMC considers that this amendment will also lower the risk of an Access Seeker withholding payment for unjustified reasons, as the payment withholding would need to clearly be linked to the triggers for a Billing Dispute under Annexure A.

15.10 In response to Edotco's submission, MCMC considers that subsection 5.11.16 is sufficiently clear as to its scope of application, as it applies in two circumstances: first, where a charge was omitted from, or incorrectly calculated in, an earlier invoice and, second, where a charge was not previously invoiced, provided that the Access Provider can substantiate it. This provides relatively broad discretion to the Access Provider to backbill in circumstances such as those raised by Edotco regarding unauthorised equipment that is later discovered on a tower. MCMC also notes that subsection 5.11.16 is prefaced by the words "*unless otherwise agreed by the Access Provider and the Access Seeker in an Access Agreement*", which provides Access Seekers and Access Providers with flexibility to vary the backbilling triggers and period by mutual agreement.

15.11 In response to Maxis' proposal, MCMC considers that it would be beneficial to align the timeframe for withholding payment in subsection 5.11.11 with the timeframe for making a billing dispute in subsection 5.11.12. This reduces administrative complexity and provides a consistent timeframe for Access Seekers to dispute invoices.

15.12 While Maxis also suggested a 60-day period for providing further verification information under subsection 5.11.4, MCMC points out that subsection 5.11.4 already requires the Access Provider to provide "*reasonably necessary*" information (that allows the Access Seeker to verify charges) within the invoice itself. The MSA does not currently regulate follow-up requests for information (if the Access Provider fails to fully comply with subsection 5.11.4). In principle, MCMC considers that this may be helpful to Access Seekers, but is also concerned with the MSA being too prescriptive and this imposing too high a regulatory burden on Access Seekers.

15.13 MCMC also points that the period for raising a billing dispute is generally 30 Business Days (under subsection 5.11.12). Accordingly, it is not clear what the value to Access Seekers would be of requiring Access Providers to provide further information within 60 days of a request by the Access Seeker – this would fall outside of the Access Seeker's billing dispute lodgement window.

15.14 MCMC therefore invites stakeholder views on whether it would be appropriate to augment subsection 5.11.4 to allow Access Seekers to request follow-up information to verify charges, after an invoice has been issued.

MCMC preliminary views

15.15 MCMC proposes to make the following changes to subsection 5.11:

Reference	Summary of proposed change	MCMC rationale
5.11.11	MCMC proposes to remove the reference to the 15-day timeframe in paragraph 5.11.11(a) and replace it with a cross-reference to the timeframe in subsection 5.11.12, as well as to align the right to as follows: "*5.11.11* ***Withholding of disputed amounts****: An Access Provider shall allow*	MCMC considers that this change would reduce the administrative burden on Access Seekers by eliminating the need to manage two separate deadlines in relation to billing disputes. It would also remove inconsistency between the grounds on which an Access Seeker may commence a billing dispute

	an Access Seeker to withhold payment of any amount disputed in good faith by the Access Seeker if: *(a) the Access Seeker notifies the Access Provider within the applicable timeframe for disputing that amount under subsection 5.11.12 of this Standard ~~fifteen (15) Business Days from the date of receipt of the Invoice of such dispute~~ (unless otherwise agreed by the Access Provider and Access Seeker in an Access Agreement); ~~and~~* *[…]* *(c) the billing dispute in respect of which the Access Seeker is withholding payment satisfies the criteria in section 6.3 of Annexure A of this Standard."*	and the grounds on which it can withhold payments.
5.11.15	MCMC proposes to amend the wording relating to the interest rate charged so that it reads as follows: *"The interest that may be charged by the Access Provider shall be at the rate of two percent (2%) per annum above Malayan Banking Berhad's prevailing base rate calculated daily from the due date until the date of actual payment."*	This amendment removes ambiguity and makes it clear that the base rate is the "prevailing" base rate from time to time, given that Malayan Banking Berhad's rate is variable.

Questions

Question 23:	Do you agree with MCMC's proposal to remove the 15-day timeframe in paragraph 5.11.11(a) and replace it with a cross-reference to the applicable billing dispute period in subsection 5.11.12? Please provide reasons.
Question 24:	What are your views on augmenting subsection 5.11.4 to create a right for Access Seekers to request follow-up information from the Access Provider to verify invoiced charges? Please provide reasons for why this would be beneficial and how this interacts with the billing dispute period in subsection 5.11.12.

16 Operations and Maintenance Obligations

Overview

16.1 Subsection 5.12 of the MSA sets out several obligations in relation to operations and maintenance.

16.2 In its informal questionnaire on the MSA for this review, MCMC requested operator feedback on the target times in subsection 5.12.12 and whether they should be specified in the service-specific obligations rather than the general obligations.

Submissions received and MCMC assessment

Service-specific target times versus general target times

16.3 A significant number of operators supported moving target times into service-specific obligations for the following reasons:

(a) **Edotco**: subsection 5.12.12 timelines are generic and conflict with the operational sequencing in section 6, which reflects actual engineering workflows and infrastructure conditions. Services involve activities such as site feasibility assessments, structural validation, power allocation evaluations, escort scheduling, duct inspections, reinstatement obligations and route capacity upgrades, all of which impose operational durations that cannot be uniformly applied. Timelines in section 6 must take precedence and the target timelines in section 5 should be excluded from the MSA;

(b) **MYTV:** as a Digital Terrestrial Broadcasting service provider, operational requirements and technical processes differ significantly from other facilities. Service-specific obligations would allow timelines to be tailored to the unique characteristics of each facility or service, ensuring they are realistic and reflective of industry practice. This approach would provide greater clarity to Access Seekers, reduce ambiguity, avoid applying uniform timelines that may not be appropriate across different service categories and would better align regulatory requirements with operational realities;

(c) **REDtone:** different services and locations have different fault characteristics and rural sites may not meet the same timeframes as urban sites;

(d) **TM:** target time requirements should be relocated from subsection 5.12.12 into service-specific obligations under section 6, tailoring timelines to reflect complexity and dependencies and retain flexibility for MCMC to adjust as conditions change because:

(i) different facilities and services have inherently different provisioning and maintenance requirements (e.g. HSBB involves complex coordination, while Mobile Network Termination requires minimal lead time);

(ii) tailoring timelines to actual processes ensures obligations remain realistic and enforceable, avoiding disputes over impractical general standards;

(iii) service-specific target times provide Access Seekers with clear expectations and reduce ambiguity; and

(iv) service-specific obligations can be updated as technology and market practices evolve without broad amendments to general obligations; and

(e) Another operator supported this proposal due to differences between services.

16.4 DNB explained that while the MSA contains comprehensive provisions on target times and service levels, DNB applies a separate service level regime under section 19 of its RAO. Therefore, the standard regime in the MSA is not appropriate for DNB as a wholesale provider of 5G services.

16.5 CelcomDigi, Celcom Timur, Maxis, Pr1ma and TIME preferred to keep target times in general obligations or did not see the need for change:

(a) **CelcomDigi:** specifying target times may be overly prescriptive as they can depend on operational circumstances and service characteristics. Maintaining them within the general obligations provides flexibility while still establishing clear performance expectations, allowing for practical and efficient management across different services;

(b) **Celcom Timur:** submitted that it was not necessary to specify target times in the service-specific obligations rather than the general obligations;

(c) **Maxis:** agrees with the current approach (i.e. use service-specific obligations where they exist, otherwise default to the timeframe under subsection 5.12.12);

(d) **Pr1ma:** the current approach is clear and specifying them in the service-specific obligations may add unnecessary complexity; and

(e) **TIME:** the target time is mainly for operations and maintenance for the operator's network.

16.6 Celcom Timur also submitted that subsection 5.12.12 has often been applied rigidly. In particular, while subsection 5.12.12 allows the Access Provider to set timeframes equivalent to what it provides for itself (rather than the backstop times in subsection 5.12.12), Access Seekers typically follow the timeframes provided in the MSA strictly, limiting the intended flexibility of the provision. Celcom Timur recommended clarifying the wording to ensure it is clear that this option is clearly understood by Access Seekers.

16.7 Edotco proposed removing or making non-mandatory the target times for fault response and rectification under subsection 5.12.12 as they have their own SLA and KPIs which have been agreed with Access Seekers and that have commercial implications.

16.8 MCMC has considered the different views expressed by operators on whether fault rectification target times should be a general or service-specific obligation. MCMC considers that it would be appropriate to maintain the general target times in subsection 5.12.12, but with certain services being subject to different target times (under section 6), where this reflects the specific features of that service.

16.9 Service-specific target times already apply to Infrastructure Sharing, under subsection 6.8.17. In response to Edotco's submission, MCMC clarifies that the service-specific target times already prevail over the general timeframes in subsection 5.12.12, due to the operation of paragraph 5.12.12(a).

16.10 Based on follow-up meetings with stakeholders after submission of the internal questionnaire responses, MCMC also considers that the Digital Terrestrial Broadcasting Multiplexing Service should be subject to different target times, to reflect the supply characteristics of this service, including the fact that many towers and other facilities used to supply this service are located in remote locations which require longer fault rectification timeframes.

16.11 Accordingly, MCMC proposes the following target times for fault rectification for Digital Terrestrial Broadcasting Multiplexing Service, which MCMC proposes to add as a new service-specific obligation in a new subsection 6.12.13:

Area	Response Timeframe	Progress Update Frequency	Rectification Timeframe
Remote sites	Within one (1) hour	Every one (1) hour	Eight (8) hours
All other sites	Within one (1) hour	Every one (1) hour	Four (4) hours

16.12 MCMC invites submissions on whether these timeframes are appropriate and also requests greater clarity on how "remote" sites should be defined.

16.13 MCMC also invites views on whether any other services should be subject to service-specific fault rectification timeframes and, if so, the specific timeframes that should apply.

16.14 While MCMC is open to mandating new service-specific target times where appropriate, MCMC proposes to retain the general target times in subsection 5.12.12. These provide a backstop for services where no service-specific timeframes are prescribed under section 6. This approach is also supported by several stakeholders.

16.15 In relation to Edotco's submission about making the target times in subsection 5.12.12 non-binding, MCMC does not consider this to be appropriate. The target times provide an important regulatory safeguard to ensure that Access Providers rectify faults in a timely manner. Not including binding target times in the MSA would create practical barriers to access for Access Seekers, as they would not have guarantee of workable access to listed services, with faults resolved within a reasonable timeframe.

16.16 In relation to Celcom Timur's submission about misinterpretations of subsection 5.12.12 by Access Seekers, MCMC reiterates that Access Providers are obligated to rectify faults within *the lesser of* the timeframes equivalent to that which they provide to themselves and the timeframes in the table in subsection 5.12.12. This means that an Access Provider cannot use the timeframes it provides to itself as a way of relaxing or lengthening the target times in subsection 5.12.12. Instead, this language is intended to ensure that, where an Access Provider rectifies faults for itself faster than the target times in subsection 5.12.12, it is required to extend these faster times to its Access Seekers, to ensure non-discrimination. MCMC

therefore does not consider that any amendments are required to this provision on this basis.

Other issues

16.17 Maxis, MYTV and Pr1ma noted that the operations and maintenance obligations are generally adequate.

16.18 Astro proposed adding a clear obligation in the MSA for Access Providers to rebate or reimburse Access Seekers for penalties incurred due to faults not attributable to them, as this aligns with subsection 5.7.33 on late delivery rebates and would extend fairness and accountability to regulatory penalties and customer impacts. Access Providers should also reimburse or provide rebates to Access Seekers' customers who experience service loss during faults not attributable to the Access Seeker. This approach aligns with the objectives of subsection 5.12.12 on fault rectification timelines and subsection 5.5.1 on maintaining service quality under Content Obligations.

16.19 DNB noted that the fault reporting service (subsection 5.12.2), cross-referrals (subsection 5.12.5), fault priority (subsection 5.12.10) and target times (subsection 5.12.12) are not relevant to DNB as a wholesale provider for 5G services.

16.20 U Mobile recommends adding an exclusion list to subsection 5.12 as such lists are standard in most operations and maintenance documents and outline scenarios where standard rectification timeframes cannot be met.

16.21 Regarding Astro's submission on fault rectification rebates, MCMC considers this would be unduly prescriptive, especially since the appropriate amount for a rebate is highly dependent on the nature of the specific Facility or Service being acquired. A one-size-fits-all baseline may not accurately reflect the losses incurred by Access Seekers due to delayed fault rectification. However, MCMC invites stakeholders to provide views on this issue.

16.22 Regarding DNB's submission, MCMC would like to understand whether DNB is proposing alternative obligations that should apply specifically to 5G services or whether 5G services should not be subject to any fault rectification obligations. MCMC reiterates that the obligations in subsection 5.12 currently apply to 5G services (unless they are specifically overridden by the obligations in subsection 6.15) and cannot be derogated from unless explicitly allowed under the MSA.

16.23 In response to U Mobile's submission, this appears to be a reference to creating exclusions to the target timeframes in subsection 5.12.12 (since U Mobile refers to "*scenarios/conditions where the standard rectification time frame could not be met*"). MCMC invites U Mobile and other stakeholders to provide more concrete proposals on this issue. However, MCMC notes that no other stakeholders have requested such exclusions and such exclusions are not contained in the current MSA. Accordingly, MCMC does not consider there is a strong need or regulatory basis to create exclusions from the fault rectification timeframes in subsection 5.12.12.

MCMC preliminary views

16.24 MCMC proposes to make the following changes to the MSA:

<table>
<tr><th>Reference</th><th>Summary of proposed change</th><th>MCMC rationale</th></tr>
<tr><td>5.12.15(a)</td><td>MCMC proposes to amend paragraph 5.12.15(a) as follows:

"(a) provide at least twenty-four (24) hours' notice of the ~~planned~~ emergency maintenance;"</td><td>This seeks to align the terminology of paragraph 5.12.15(a) with the rest of subsection 5.12.15, which relates to emergency maintenance.</td></tr>
<tr><td>New subsection 6.12.13</td><td>MCMC proposes to add the following service-specific fault rectification timeframes for Digital Terrestrial Broadcasting Multiplexing Service. These would take precedence over the target times in subsection 5.12.12.
<table>
<tr><th>Area</th><th>Response Timeframe</th><th>Progress Update Frequency</th><th>Rectification Timeframe</th></tr>
<tr><td>Remote sites</td><td>Within one (1) hour</td><td>Every one (1) hour</td><td>Eight (8) hours</td></tr>
<tr><td>All other sites</td><td>Within one (1)hour</td><td>Every one (1) hour</td><td>Four (4) hours</td></tr>
</table>
</td><td>MCMC considers that these timeframes are more adapted to the supply characteristics of the Digital Terrestrial Broadcasting Multiplexing Service, especially the fact that sites are often located in difficult-to-reach remote areas.</td></tr>
</table>

Questions

Question 25:	Do you have any views on the service-specific target times proposed by MCMC for Digital Terrestrial Broadcasting Multiplexing Service? Do you consider a more specific definition needs to be provided for "remote" sites for the purpose of these proposed target times? Please provide details.
Question 26:	Are there any other services that you consider should have service-specific target times for fault rectification? If so, please refer to the service and the specific timeframes you consider should apply.
Question 27:	Do you consider it appropriate to add exclusions to the target times in subsection 5.12.12? If so, what exclusions would be appropriate?
Question 28:	Do you support adding a rebate obligation in the MSA for failure to achieve fault rectification target times? If so, what specific rebates should apply?

17 Technical Obligations

Overview

17.1 Subsection 5.13 of the MSA sets out the general technical obligations which an Access Provider must comply with, including prevention of technical harm, complying with technical standards set out in the CMA, refraining from doing anything or permitting any third-party to do anything which causes interference and the like.

17.2 MCMC did not receive many submissions in respect of technical obligations.

Submissions received and MCMC assessment

17.3 Maxis and MYTV noted generally that the technical obligations were adequate.

17.4 As mentioned in section 12, TM recommended removing the phrase "*includes POI and POP*" from the definition of Point of Interface in the MSA to ensure clarity and consistency in technical obligations. MCMC has addressed this issue in section 12.

MCMC preliminary view

17.5 MCMC proposes to retain the technical obligations in subsection 5.13 without any amendments.

Question

Question 29:	Do you agree with MCMC's proposal to retain the technical obligations in subsection 5.13 without any amendments? If not, please provide details of any required changes.

18 Term, Suspension and Termination Obligations

Overview

18.1 Subsection 5.14 of the MSA sets out obligations in relation to:

(a) the term of the Access Agreement, including the minimum term for specific Facilities and/or Services;

(b) the termination of the Access Agreement, which includes termination for material breach, issuance of a winding up order, cessation of trading, insolvency, or a Force Majeure event continuing for a period of three months; and

(c) the suspension of access to Facilities and/or Services.

Discussion

Minimum term for Access Agreement and Facilities/Services

18.2 CelcomDigi, DNB and Edotco have made the following comments about the minimum term:

(a) **CelcomDigi:** the minimum term for Transmission Services should be revised from the current 12-month term to a 24-month term as this provides a more appropriate timeframe for Access Providers to amortise its investment costs (e.g. costs arising from network capacity upgrades, equipment deployment, configuration and associated implementation costs);

(b) **DNB:** subsection 5.14.1 should be amended to allow a minimum term of 10 years for high-investment services such as 5G. DNB noted that its RAO and Access Agreements include a 10-year minimum service term to support investment recovery and under the dual network model, DNB is reviewing this term in line with its business plan and may need a longer minimum period to ensure viability, subject to negotiation with Access Seekers; and

(c) **Edotco:** the minimum term of 3 years for Network Facilities Access should be increased as generally the investment recovery period takes 10 years.

18.3 In response to CelcomDigi's request for an increase in the minimum term for Transmission Services to 24 months, MCMC refers to subsection 5.14.2 which already provides Access Providers discretion to choose a 12-month or a 24-month term.

18.4 Regarding DNB's suggestion to increase the minimum term in subsection 5.14.1 from 5 years to 10 years for high-investment services such as 5G, MCMC does not consider it appropriate to impose a 10-year minimum term where an Access Agreement relates to high-investment services. MCMC also considers that 10 years is too long as a minimum term for 5G services, as a standard position under the MSA. Subsection 5.14.2 allows the Access Provider and the Access Seeker to agree a longer minimum term (including 10 years, if agreed). MCMC understands that DNB has in practice already agreed a 10-year term with Access Seekers, and it is not constrained from doing so under subsection 5.14.2. Accordingly, MCMC does not consider that this requires an amendment to the MSA.

18.5 With respect to Edotco's submission, MCMC does not consider it appropriate to increase the minimum term for Network Facilities Access from 3 years to a longer period, such as 10 years. Minimum terms must balance the Access Provider's need to recover its investments with Access Seekers' need to obtain access in an efficient manner, without undue barriers. MCMC considers that 3 years strikes an appropriate balance. A longer period is likely to disincentivise access, especially by smaller Access Seekers who may not have certainty that they will be able to acquire services over such a period. A long minimum term would also dampen competition (or contestability) among Access Providers for facilities access, as Access Seekers would be locked into very long minimum terms with a given provider.

Scope of termination and suspension rights

18.6 Allo, MYTV, PDC, PPIT, Pr1ma and another operator did not have any comments in relation to termination or suspension circumstances. Pr1ma further noted that they provide a clear and balanced framework for managing access arrangements and addressing potential breaches, without creating undue complexity or operational challenges.

18.7 CelcomDigi, DNB, Edotco, GTP Network, PDC, PPIT and TM made the following comments about the scope of termination and suspension rights:

(a) **CelcomDigi:** subsections 5.14.3 and 5.14.4 of the MSA are generally sufficient but may be improved by clarifying the scope of the notification obligation to MCMC, particularly in relation to partial termination scenarios that do not result in the termination of the Access Agreement itself. Partial termination is often undertaken for operational, technical or network optimisation purposes while the Access Agreement remains valid and is handled bilaterally and do not materially affect rights or service continuity. Proposes that partial termination events that do not affect the Access Agreement be excluded from the obligation to notify MCMC;

(b) **Celcom Timur:** termination circumstances should be expanded to expressly allow service providers to terminate access in cases of persistent non-payment by Access Seekers who are otherwise financially capable of making payment. Termination and suspension are difficult to exercise in practice due to the need for MCMC's consent and potential impact on end-users and inconsistency arises as some Access Providers suspend services for non-payment while others cannot. Greater clarity and consistency in how these rights can be exercised would help ensure they achieve their intended purpose;

(c) **DNB:** the MSA limits termination to material breach, insolvency and force majeure and does not address Access Seeker termination rights. DNB's RAO includes broader circumstances (e.g. change of policy relating to DNB's role or termination following a merger), made mutual to address uncertainty in the shift from a single wholesale network to a dual-network model. DNB recommends allowing flexibility for broader termination and suspension rights in Access Agreements for high-investment services like 5G;

(d) **Edotco:** there should be a clear distinction between termination on a site-by-site basis and termination of the entire Access Agreement, as the Access Agreement typically covers a large portfolio of sites and issues affecting one site (e.g. a force majeure event) should not impact other sites. Access Providers should have the right to negotiate more specific termination triggers, such as non-payment of invoices after a certain period, which may fall under the "material breach" limb in paragraph 5.14.3(a), but should be expressly defined to avoid ambiguity. Further, the obligation to refund any prepaid amounts to the Access Seeker at termination should be subject to the Access Seeker having paid all amounts due to the Access Provider;

(e) **GTP Network:** subsection 5.14.8 should explicitly allow exceptions where the parties have commercially negotiated alternative termination liabilities, such as cost recovery for the unexpired term;

(f) **Maxis:** paragraph 5.14.3(b) should be amended to allow an Access Seeker to terminate 5G services without penalty if it merges with another licensee who is providing a public cellular service. This would prevent artificial

barriers to industry consolidation and promote a more efficient market. Maxis has proposed the following language:

(iv) for 5G Services, the Access Seeker has merged with another licensee who is a public cellular service provider. For the avoidance of doubt, this termination will be without early termination penalty;

(g) **PDC and PPIT:** subsection 5.14.8 should be amended to allow for circumstances that are mutually commercially agreed between the parties, as PDC and PPIT's commercial arrangements often involve reduced entry fees in return for a committed term with Access Seekers required to pay the unexpired term if they exit early, a practice that conflicts with subsection 5.14.8; and

(h) **TM:** Access Providers may need to vacate facilities due to relocation or the discontinuation of services. The MSA should include explicit recognition that termination is permissible in such circumstances as this aligns obligations with the practical scenarios faced by operators. TM further submitted that the suspension provisions are generally adequate but suspension should be recognised as a legitimate interim measure in cases where facilities are undergoing decommissioning, relocation or repair of damage prior to full termination; and

(i) **TM:** operators should be allowed to expand termination events under subsection 5.14.3 to allow for operator-specific circumstances, which can be commercially negotiated. Subsection 5.14.3 should be amended to allow termination:

(i) where facilities or services are decommissioned due to technology changes or network modernisation. This would clarify that Access Providers are not required to maintain obsolete facilities; and

(ii) in cases of irremediable damage, as facilities may suffer damage that cannot be remedied within reasonable timeframes or costs.

18.8 MCMC acknowledges the comprehensive submissions from stakeholders on termination and suspension provisions and responds as follows:

(a) Regarding CelcomDigi's recommendation to remove MCMC notification obligation for partial termination of an Access Agreement, it is not clear to MCMC whether CelcomDigi's submission is that the pre-termination notice under subsection 5.14.6 should be removed, or the notice upon termination under subsection 5.14.3 should be removed (or both). The overall scheme created by subsections 5.14.3 and 5.14.6 ensures that MCMC must be notified, and must consent to, termination of an Access Agreement. This is to allow MCMC to independently verify the basis for termination. This same rationale applies equally to partial termination as it does to full termination of an Access Agreement. This is because even partial termination (depending on the aspect of the service being terminated) has the potential to have an impact on the access being provided to Access Seekers and, more so, the ultimate delivery of downstream services to end-users.

(b) In response to Celcom Timur's request for expansion of termination grounds, MCMC clarifies that termination for material breach of an Access Agreement should ordinarily capture breaches such as persistent non-payment under the Access Agreement. MCMC considers the reference to "material breach" to be preferable, as it creates a more adaptable, principles-based approach. Inserting a new termination ground for non-payment risks being over-inclusive (i.e. capturing minor payment breaches which would not justify termination), too narrow (e.g. if it refers to a specific number of payment breaches that must be reached) or not creating any additional clarity (e.g. if this ground simply refers to "persistent" payment breaches).

(c) In response to DNB's submission that the MSA does not address Access Seeker termination rights, MCMC refers to paragraph 5.14.3(b), which provides Access Seeker rights of termination. With respect to DNB's admission that its RAO provides the Access Provider with broader termination rights, MCMC reminds DNB that paragraphs 5.3.3(e)-(f) of the MSA require the terms and conditions of the RAO to be consistent with the rights and obligations set out in the MSA with an express prohibition on RAO terms being inconsistent with the MSA obligations.

(d) A number of stakeholders (including GTP Network and PDC and PPIT) have requested amendments to subsection 5.14.8 to allow parties to agree alternative termination consequences (including termination fees). MCMC notes that this provision is intentionally restrictive to ensure that Access Providers do not impose punitive termination fees that would create disproportionate barriers to termination, which would then have a negative impact on competition (both by disincentivising access in the first place and by disincentivising switching by Access Seekers to another Access Provider). Consequently, MCMC proposes to retain the current drafting.

(e) A number of operators have asked for an expansion of the grounds of termination. MCMC considers it would be too prescriptive to list every possible additional ground for termination in the MSA, so it proposes to allow Access Seekers and Access Providers to agree on additional grounds of termination commercially. To this end, it proposes adding a new paragraph 5.4.13(a)(iv) which states "*the Access Provider has a right to terminate under any other ground agreed by the Access Provider and the Access Seeker in an Access Agreement*" and a new paragraph 5.4.13(b)(iv) which states "*the Access Seeker has a right to terminate under any other ground agreed by the Access Provider and the Access Seeker in an Access Agreement*". Under this approach, a terminating Access Provider would still need to comply with the notice obligations (both to MCMC and the Access Seeker) and would preserve MCMC's consent obligation in subsection 5.14.6.

(f) In response to TM's submission regarding suspension and/or termination where Access Providers need to vacate facilities due to relocation, discontinuation of services or decommissioning, MCMC notes the decommissioning obligations set out in subsection 5.9 would apply in these circumstances, which give effect to TM's request.

Other issues

18.9 TM suggested that:

(a) the requirement to provide 5 Business Days' notice is impractical in critical situations – instead, immediate suspension should be permitted under subsection 5.14.5 in cases involving safety or technical emergencies;

(b) for situations requiring a 5 Business Day period, this timeframe should apply before issuing the suspension notice to allow the Access Seeker to remedy the issue. Once the notice is issued and MCMC approval is obtained, the suspension should take immediate effect;

(c) MCMC should be required to respond within 10 Business Days following notification under subsection 5.14.6, after which the parties may proceed with suspension or termination to avoid further prejudice as the current process delays relief for non-defaulting operators; and

(d) under paragraph 5.14.6(c), the obligation to minimise disruption to customers should be placed solely on the Access Seeker, rather than the Access Provider, as it is unfair for the Access Provider to bear this obligation, as the Access Provider has no contractual relationship with, or visibility into, the Access Seeker's customer arrangements.

18.10 Regarding TM's suggestion to waive the 5 Business Days' notice period in cases involving safety or technical emergencies, MCMC proposes to amend subsections 5.14.5 and 5.14.6 to allow suspension without the standard notice period of 5 Business Days, in emergency situations. This amendment is described in further detail in the table underneath paragraph 18.14. MCMC invites stakeholder views on this proposal.

18.11 However, MCMC considers unworkable TM's proposal that (in non-emergency situations) the notice period apply before issuing a suspension notice. MCMC understands TM's proposal to be that the 5-business-day period should start running from the time of the notice to MCMC (under subsection 5.4.16), with the notice to the Access Seeker under subsection 5.4.15 having immediate effect. This would result in a situation where the Access Provider would notify the Access Seeker of an imminent suspension (with 5 Business Days of notice) before it has received consent to suspend from MCMC, with a possibility that the suspension may not go ahead due to a lack of MCMC consent. MCMC therefore considers it appropriate that the Access Seeker should only be notified (and the 5-business-day period should only commence) after MCMC consent has been received.

18.12 Regarding TM's suggestion that MCMC must respond within 10 Business Days, MCMC notes that some events leading to termination or suspension may be particularly complex and may require MCMC to spend more than 10 Business Days to perform a proper assessment. This is particularly necessary given the paramount importance of the interests of end-user customers, who may be affected by the relevant termination or suspension. MCMC accordingly proposes to retain the existing drafting in paragraph 5.14.6(a) of the MSA.

18.13 Finally, MCMC does not agree with TM's proposal that the obligation to minimise disruptions and inconvenience to Customers of Access Seekers should be placed solely on Access Seekers. The Access Provider controls the access to Facilities and/or Services. Therefore, it is appropriate for the Access Provider to ensure that the Access Seeker has sufficient time to make alternative arrangements prior to the suspension or termination so that it can continue providing services to the end-users. The access being provided by the Access Provider is ultimately for the benefit of end-users. MCMC considers that allowing Access Providers to disregard the interests of end-users in taking actions under their Access Agreements would be contrary to the LTBE. In any event, MCMC notes that Access Providers are only required to take all steps "*practicable*" rather than all steps possible.

MCMC preliminary views

18.14 MCMC's preliminary view is to retain subsection 5.14 with amendments as follows:

Reference	Summary of proposed change	MCMC rationale
5.14.3(a), 5.14.3(b)	MCMC proposes to add a new paragraph 5.14.3(a)(iv) which states *"the Access Provider has a right to terminate under any other ground agreed by the Access Provider and the Access Seeker in an Access Agreement"* and a new paragraph 5.14.3(b)(iv) which states *"the Access Seeker has a right to terminate under any other ground agreed by the Access Provider and the Access Seeker in an Access Agreement".*	This would allow Access Providers and Access Seekers to agree additional grounds of termination in an Access Agreement, which would promote flexibility and respond to concerns about the termination grounds in subsection 5.14.3 being too restrictive.
5.14.5, 5.14.6	MCMC proposes to amend subsections 5.14.5 and 5.14.6 in line with the following principles: (a) an Access Provider may suspend access to Facilities and/or Services under paragraphs 5.14.5(a), (b) and (c) in an Emergency (as defined in paragraph 13.7 above) by providing as much notice as is reasonably practicable in the circumstances; (b) where the suspension occurs under the circumstances described above, the Access Provider would be required to give prior notice to MCMC under subsection 5.14.6, but would not need to wait until it receives MCMC's consent under paragraph 5.14.6(b) to implement the suspension; and (c) MCMC would have the power to order the Access Provider to cease the suspension (i.e. after it receives notice) – this would effectively operate like a retrospective	This would ensure that the suspension framework takes into account operational realities, which may require immediate suspension in emergency situations without requiring prior approval from MCMC, plus 5 Business Days' notice to Access Seekers.

	consent power, mirroring MCMC's current consent powers in paragraph 5.14.6(a).	

Questions

Question 30:	Do you agree with proposed changes to allow Access Providers and Access Seekers to terminate an Access Agreement on additional grounds that have been mutually agreed by the parties in an Access Agreement?
Question 31:	What are your views on MCMC's proposal to allow Access Providers having the right to suspend access without MCMC's prior consent and by giving as much notice as is reasonably practicable under subsection 5.14.5, in cases involving Emergency?

19 Churn Obligations

Overview

19.1 Subsection 5.15 of the MSA sets out several obligations in relation to churn processes, which apply all Facilities and Services other than HSBB Network Services.

Submissions received and MCMC assessment

19.2 In the informal questionnaire, MCMC asked whether churn obligations under subsection 5.15 which apply to all other facilities and services (other than HSBB Network Services) remain relevant and need to be maintained for any other service offerings. Churn obligations for HSBB Network Services are set out in the service-specific obligations (subsection 6.6.19).

19.3 Three respondents, CelcomDigi, TIME and another operator, submitted that the churn obligations remained relevant. The other operator did not provide further reasons. CelcomDigi and TIME provided the following reasons:

(a) **CelcomDigi:** subsection 5.15 provides a general framework to support churn obligations beyond HSBB services. The only other (non-HSBB) service offering where churn obligations are applied is mobile number portability, with potential application to fixed number portability in the future. Retaining the churn obligations ensure regulatory flexibility to accommodate future services; and

(b) **TIME:** subsection 5.15 remains relevant, as it can be applied to fixed and mobile number portability.

19.4 Four other respondents, Maxis, MYTV, Pr1ma and TM, considered that subsection 5.15 can be deleted as churn obligations are relevant for HSBB Network Services only and already covered under the service-specific obligations for HSBB Network Services. These licensees noted the following:

(a) **Maxis**: subsection 5.15 should be deleted as the customer churn or transfer request process is only applicable for HSBB Network Services and has already been addressed under subsection 6.6.9 of the MSA;

(b) **MYTV:** for other service offerings beyond HSBB, where end-user migration is not a consideration, the churn obligations do not apply and are not operationally relevant;

(c) **Pr1ma:** churn obligations are relevant primarily for HSBB Network Services and there is no need to extend this to other service offerings; and

(d) **TM:** churn obligations are sufficiently addressed within the service specific obligations for HSBB Network Services and do not need to be maintained for other services. Churn is most relevant to HSBB, where customer migration is common, while other services (e.g. transmission, co-location, mobile termination) are supply-driven and do not involve customer migration. Imposing churn obligations on these services would create an unnecessary administrative burden and duplication.

19.5 DNB noted that churn obligations are not relevant to DNB as a wholesale provider for 5G services while Edotco noted that churn obligations do not apply to its operations. Similarly, Celcom Timur noted that it is not a mobile operator and that this matter is appropriately addressed by mobile operators.

19.6 PDC and PPIT submitted that the churn obligations are not applicable to Infrastructure Sharing Services and have been dispensed with in practice.

19.7 MCMC notes that the majority of stakeholders who provided a submission on this issue stated that churn obligations are only relevant for HSBB services and/or were not relevant for their services.

19.8 The stakeholders that identified non-HSBB services to which churn obligations were relevant only referred to mobile and fixed network termination. These are not currently Access List services or facilities and are not capable of being services or facilities, since they do not fit within any of the categories which can be regulated via the Access List, under section 148 of the CMA.

19.9 Accordingly, MCMC does not consider it appropriate to retain subsection 5.15 for the purposes of mobile or fixed number portability.

19.10 Given that no non-HSBB Access List services have been identified for which churn obligations would be relevant, MCMC proposes to delete subsection 5.15 of the MSA.

MCMC preliminary views

19.11 MCMC's preliminary view is that the churn obligations under subsection 5.15 should be removed for the reasons explained above.

Question

Question 32:	Do you agree with the deletion of subsection 5.15? If not, please provide reasons.

20 Legal Boilerplate Obligations

Overview

20.1 Subsection 5.16 of the MSA sets out certain legal boilerplate provisions, including obligations to supply, dispute resolution, intellectual property, security review, assignment, costs and expenses, applicable laws and other general provisions governing the supply of Facilities and Services.

Submissions received and MCMC assessment

20.2 In relation to the current subsection 5.16.14 requirement which prohibits Access Providers from requiring Access Seekers to acquire any Facilities and/or Services in any minimum or maximum quantity or ratio, an operator proposed that a minimum commitment should be allowed to ensure cost recovery and financial viability (e.g. in the form of Target Capacity commitment based on the operator's RAO). Without such commitments, financing would be difficult, leading to under-recovery of investment and non-viability of the entity. Minimum commitment (in the form of target capacity) will enable the operator to recover the total cost of the roll-out of its new network. According to the operator, target capacity commitment is in line with its RAO and Access Agreements mutually agreed with Access Seekers.

20.3 Edotco proposed that subsection 5.16.14 be removed or made non-mandatory because sometimes commercial offers can have bundled services or be subject to volume requirements in order for Edotco to accommodate the Access Seeker's needs, especially in terms of add-on services or commercials (e.g. to meet a certain price request from Access Seekers, Edotco may need to provide services at a minimum volume in order to meet their target returns).

20.4 Maxis and Pr1ma did not propose any amendments while MYTV noted it generally found the Legal Boilerplate Obligations adequate.

20.5 In response to an operator's and Edotco's suggestions that subsection 5.16.14 of the MSA should be modified, removed or made non-mandatory, MCMC maintains that the prohibition on conditional supply should remain unchanged as it protects against anti-competitive behaviour and the imposition of barriers to access.

20.6 Allowing Access Providers to impose minimum volume commitments would allow denials of access on the basis of volume and would have a particularly negative effect on smaller access seekers, who may not be able to meet the minimum commitment. This would result in a smaller pool of Access Seekers for any given service, which would have negative effects on competition in downstream markets and would be contrary to the LTBE.

20.7 Similarly, removing the prohibition on forced bundling in paragraph 5.16.14(a) would allow an Access Provider to leverage its power in one market, Market A (e.g. where it holds a dominant position) to give it an unfair advantage in another market that may be more competitive, Market B. It could do this by making supply of the service where the Access Provider has greater power conditional on the Access Seeker also acquiring the other service. This would distort competition in a manner that runs counter to the objectives of the Access List and MSA.

MCMC preliminary views

20.8 MCMC proposes to make no change to the Legal Boilerplate Obligations under subsection 5.16.

Question

Question 33:	Do you agree with MCMC's preliminary view that no changes are required to the legal boilerplate obligation? If you do not agree, please provide reasons for your answer and details of amendments required to legal boilerplate obligations.

Service Specific Obligations

21 O&T Services

Overview

21.1 Subsection 6.1 sets out Service Specific Obligations in respect of O&T Services, being fixed origination service, fixed termination service, mobile origination service and mobile termination service.

Submissions received and MCMC assessment

21.2 There were no impediments faced by licensees in gaining access to, or supplying O&T Services, other than TM and another operator who made the submissions summarised in the succeeding paragraphs.

21.3 TM noted the Access Provider does not maintain a POI in every Closed Number Area and suggests POI arrangements be mutually agreed between an Access Provider and an Access Seeker instead of requiring an Access Provider to offer a POI in every Closed Number Area.

21.4 TM also proposed removing ILS SS7-based interconnect from the Access List as SS7 is obsolete and has reached end-of-life within TM's network. TM further suggests that the transition to ILS IP-based technology has rendered clauses relating to "Closed Number Area" no longer applicable.

21.5 TM further suggested that the proposed ILS IP Point of Interconnection can be provisioned in two modes: mid-span ILS and in-span ILS;

(a) **Mid-Span ILS:** Access Provider provides IP-based Interconnection to the Access Seeker at all existing POI switches that have signalling transfer point function subject to availability of resources such as signalling terminal, digital trunk interface and current call processor loading at all existing POIs.

(b) **In-Span ILS:** this is the preferred mode of provisioning Interconnect Link Service between Operators, subject to mutual agreement regarding location and installation timing. The POI is typically located at a mutually agreed midpoint between the Operators' respective networks to ensure no

compensation is required. If one Operator requests a POI location that deviates from the agreed midpoint, that Operator must compensate the other based on established pricing principles in the MSAP Pricing on Fibre Distance. The Operators agree that the preferred POI location is at a data centre where both parties have existing infrastructure and equipment.

21.6 Another operator faced impediments in gaining access to O&T services, including delayed provisioning and limited transparency on prioritisation of MVNO traffic. The operator proposed that subsection 6.1 of the MSA should include clearer provisioning timelines as well as obligations to provide O&T Services to MVNOs on a non-discriminatory basis equivalent to the Access Provider's own retail services.

21.7 There were a number of changes proposed by licensees to the obligations in subsection 6.1 of the MSA. REDtone, Symbio, TM and another operator proposed changes as follows:

(a) REDtone proposed including duration block size.

(b) Symbio recommended using defined technical requirements to support IP-based interconnect using an agreed SIP Interconnect standard for all voice and mobile operators.

(c) TM suggested that international voice termination needs to be regulated to ensure pricing fairness and competitive market practice. TM also submitted that the Mobile Network Termination Service is a service-based facility with no physical provisioning required, so delivery can be immediate or near-immediate. Indicative timeframes should be shortened to reflect this.

(d) The other operator proposed subsection 6.1 should be updated to reflect IP-based interconnection and modern voice technologies, with reduced reliance on legacy circuit-switched and SS7-based assumptions.

21.8 On the ongoing applicability and adequacy of quality of service parameters in relation to O&T Services in subsection 6.1.17, the operators commented as follows:

(a) Maxis suggested a simplification of the quality of service parameters would be beneficial and put forward its own proposed values.

Network Quality %	***Threshold***	***Remarks***
1.0 Network Successful Call	≥ 94%	
1.1 Answered Call		Number of calls that successfully seized a trunk group and are answered.
1.2 Busy Call		Number of calls that successfully seized a trunk group and are terminated after connection due to "terminating subscriber is busy".

1.3 No Answer Call		Number of calls that successfully seized a trunk group and are rejected because either the called device did not answer or the calling Party went on-hook during ringing.
1.4 Call Abandon	≤ 9%	Indicate the unallocated numbers and incomplete dialling from calling Party.
Call Establishment Rate (1.1 + 1.2 + 1.3)	≥ 85%	Expressed as the sum of Answered, Busy and No Answer Call that indicate the calls are successfully seize the circuits to the total of call attempt.
2.0 Unsuccessful Call	≤ 6%	Percentage of call attempts that fail before call establishment.

(b) Another operator submitted that the existing QoS parameters were no longer fully adequate. It proposed updating the parameters to include VoIP, VoLTE, and VoNR performance indicators rather than focusing primarily on legacy circuit-switched voice metrics.

(c) YTLC suggested adopting SIP preconditions and AMR WB as per GSMA IR.92 for VoLTE quality.

21.9 MCMC has reviewed the various submissions made by the stakeholders and provides its responses in succeeding paragraphs.

21.10 In response to TM's submission that an Access Provider should not be required to offer a POI in every Closed Number Area, this is not relevant to the Service Specific Obligations for O&T Services, but is instead captured under the Point of Interface procedures, at paragraph 5.8.6(a). MCMC's views on this issue are set out at paragraph 12.15. MCMC has also asked a question to obtain further views on this issue in section 12. MCMC also invites broader submissions from the stakeholders on changes required to the Service Specific Obligations for O&T Services arising from the shift to IP-based technology.

21.11 As to TM's suggestion to remove IL SS7-based interconnect links, MCMC agrees and has proposed its removal from the service description of the Interconnect Link Service (see paragraph 13.33 of the PI Paper on Review of Access List.

21.12 In response to an operator's complaints regarding delayed provisioning of O&T Services and limited transparency on prioritisation of MVNO traffic, MCMC refers to subsections 6.1.3, 6.1.4 and 6.15 of the MSA which set out timeframes for acknowledgement of receipt of an Order, time for acceptance or rejection of the Order and the indicative delivery timeframe (which is 20 Business Days). MCMC also refers to subsection 5.7.6 of the MSA, which states that a Notice of Receipt provided by an Access Provider must include the position of the Order in the Access Provider's queue. Based on this information, the operator would be able to ascertain the indicative delivery date of the service. If the operator requires additional information, it can make a request (in good faith) to the Access Provider under subsection 5.3.1 of the MSA. This includes any information which is reasonably

necessary for the negotiation, conclusion and implementation of the provision of access under the MSA.

21.13 As to an operator's proposal that subsection 6.1 of the MSA should include obligations to provide O&T Services to MVNOs on a non-discriminatory basis equivalent to the Access Provider's own retail services, MCMC refers to section 149(2) of the CMA which requires an Access Provider to provide access to Facilities and/or Services specified in the Access List on at least the same or more favourable technical standard and quality as that provided for itself; and on an equitable and a non-discriminatory basis. These requirements are also included at section 4 (General Principles) of the MSA and apply to all services listed in the Access List even if they are not specifically mentioned in the Service Specific Obligations under section 6 of the MSA.

21.14 Regarding REDtone's suggestion to mandate specific duration block sizes within the MSA, MCMC is of the view that this matter is more appropriately addressed under the MSAP inquiry (or through commercial negotiations). The MSA focuses on the non-price terms and conditions of access.

21.15 MCMC acknowledges Symbio's recommendation for defined technical requirements for IP-based interconnect using a standardised SIP protocol and an operator's proposal to update the O&T Services obligations to reflect IP-based interconnection and modern voice technologies. MCMC supports the industry's transition toward IP-based technologies but needs further information from the stakeholders on the specific amendments required to subsection 6.1 of the MSA to support the transition to IP-based technologies.

21.16 In response to TM's submission on regulation of international voice termination, MCMC refers to its response at paragraph 14.37 of the PI Paper on Review of Access List. Regarding TM's view that Mobile Network Termination is a service-based facility and requires shorter delivery timeframes, MCMC maintains that the standard indicative delivery timeframe of 20 Business Days for O&T Services serves as a necessary regulatory backstop. However, the MSA does not prevent Access Providers from offering earlier delivery dates in the normal course of business if physical provisioning is not required.

21.17 MCMC acknowledges the submissions from Maxis, YTLC and another operator in relation to quality of service parameters. To consider changes to the quality of service parameters, MCMC requires views from a broader range of stakeholders. To this end, MCMC invites submissions from stakeholders on the ongoing relevance and adequacy of the current quality of service parameters. If stakeholders require amendments, MCMC invites submissions on the proposed changes, including reasons for the proposals.

MCMC preliminary views

21.18 MCMC's preliminary view is to retain subsection 6.1 in the MSA without any modification until MCMC receives further submissions from stakeholders on the questions raised below.

Questions

Question 34:	Are any amendments required to the obligations relating to O&T Services to support and reflect the industry's transition to IP-based technologies (e.g. defined technical requirements)? If yes, please provide your proposed amendments, including reasons for the amendments.
Question 35:	Are the quality of service parameters in subsection 6.1.17 relevant and adequate? If not, please propose amendments to subsection 6.1.17 and provide reasons for the proposed amendments.

22 Interconnect Link Service

Overview

22.1 Subsection 6.3 sets out the terms of access for the Interconnect Link Service.

22.2 Most respondents to MCMC's informal questionnaire commented that they face no impediments in acquiring access to this service on the terms set out in the MSA.

Submissions received and MCMC assessment

22.3 Maxis, Pr1ma, REDtone, TIME and TM noted they have not faced any impediments in gaining access to the Interconnect Link Service.

22.4 YTLC and another operator face the following impediments in gaining access to the Interconnect Link Service:

(a) Another operator highlighted delays arising from dependency on the Access Provider's internal approvals and limited transparency on available capacity. Subsection 6.3 should include clearer delivery timelines and an obligation to disclose available capacity and technical requirements relevant to MVNO interconnection.

(b) YTLC submitted that identifying a feasible and mutually acceptable meet-up point for in-span connections is difficult as Access Providers and Access Seekers have different network topologies, fibre routes or facility access constraints resulting in delays, repeated redesigns or proposals that shift disproportionate cost or operational burden onto the Access Seeker. Subsection 6.3 should be enhanced to require Access Providers to:

(i) use reasonable endeavours to identify and offer technically feasible alternative meet-up points where an in-span connection is not practicable;

(ii) provide transparent technical justification where a proposed meet-up point is not feasible; and

(iii) cooperate in good faith with Access Seekers to agree on a meet-up point that minimises cost, delay and network inefficiency.

22.5 Symbio noted that it should be clarified that the Interconnect Link Service can be provided by an Access Provider for interconnection between any Access Provider and any Access Seeker.

22.6 Another operator noted that it is an MVNO Access Seeker and does not supply Interconnect Link Services but suggested that subsection 6.3 should be updated to reflect IP-based interconnection as the primary model, with reduced reliance on legacy circuit-switched assumptions.

22.7 Maxis, Pr1ma and TM did not have any proposed changes to the obligations in subsection 6.3 of the MSA.

22.8 In response to another operator's submissions, MCMC clarifies that indicative delivery timeframes for the provision of the Interconnect Link Service are already set out at subsection 6.3.5 of the MSA (20 Business Days if the Interconnect Link Service is requested at an existing POI or four months if the service is requested at a new POI). Further, MCMC refers to paragraph 5.3.7(e) which requires an Access Provider to provide supplementary details of the Access Provider's provisioning cycles not included in the RAO and any impact such cycles may have upon an Access Request by the Access Seeker (e.g. capacity constraints). This means that information on available capacity should be provided to Access Seekers.

22.9 Additionally, there is a general duty under subsection 5.3.1 on any operator to provide, in response to a request in good faith from another operator, any information which is reasonably necessary for the negotiation, conclusion and implementation of provision of access as contemplated in the MSA and the CMA. The operator can therefore seek information under subsection 5.3.1 if it requires such information for negotiation, conclusion and implementation of provision of access.

22.10 Regarding another operator's submission about updating subsection 6.3 to reflect IP-based interconnection as the primary model, MCMC is proposing changes to the Access List to remove references to SS7-based interconnection, such that IP-based interconnect would remain as the primary model for interconnection under the scope of the Interconnect Link Service. Please see section 13 of the PI Paper on Review of Access List.

22.11 However, the obligations in subsection 6.3 of the MSA are technology-neutral and are therefore already readily applicable to IP-based interconnection. Accordingly, MCMC does not consider that any further amendments are required to subsection 6.3 to accommodate IP-based interconnection.

22.12 Regarding YTLC's request for enhancement of provisions relating to meet-up points, MCMC refers to subsection 5.8 of the MSA, which already sets out the obligations of Access Providers in relation to Points of Interface (and already covers most of the changes requested by YTLC).

MCMC preliminary view

22.13 MCMC's preliminary view is that the terms of access to the Interconnect Link Service in subsection 6.3 of the current MSA should be retained with no amendment.

Question

Question 36:	Do you agree with MCMC's preliminary view that no changes are required to the Interconnect Link Service obligations? If you do not agree, please provide reasons for your answer and details of amendments required to these obligations.

23 HSBB Network Services

Overview

23.1 Subsection 6.6 of the MSA currently sets out a series of Service Specific Obligations that apply in respect of access to HSBB Network Services.

Submissions received and MCMC assessment

Churn obligations

23.2 Stakeholders raised a number of concerns about the transfer or churn process, where an end-user switches between acquiring retail services from a Releasing Service Provider (**RSP**) to a Gaining Service Provider (**GSP**), in respect of HSBB Services ultimately provided by the Access Service Provider (**ASP**) at the wholesale level.

Communication channels between RSP and end-user

23.3 More specifically, several stakeholders raised a concern about the communication channels between the RSP and the end-user (to validate the churn), which was perceived as creating barriers to churn for the GSP:

(a) Astro submitted that invalid churn rejections frequently remain unresolved under paragraph 6.6.19(c), resulting in persistent customer dissatisfaction.

(b) Astro submitted that customers should be able to complete the churn process by phone or online. However, paragraph 6.6.19(a) is not intended to completely prohibit voluntary walk-ins to a physical location by customers, as interpreted by some Access Providers. Astro recommended clarifying that, while *mandatory* physical visits cannot be imposed, voluntary walk-ins should remain permissible.

(c) Astro submitted that current churn provisions only allow churn after incoming calls are initiated by the RSP, leading to high rejection rates when customers are unreachable. Astro proposed explicitly allowing customers to initiate churn via the RSP's service centres or other available channels to ensure flexibility and reduce invalid rejections.

(d) CelcomDigi submitted that RSPs should implement a process to allow end-users to initiate verification by calling the RSP directly to confirm their churn request, subject to simple and secure biometric or identity verification. CelcomDigi noted the current practice of the RSP initiating outbound calls to customers to verify churn requests. However, with the widespread incidence of scam-call activity, customers frequently do not answer anonymous or

unknown calls. This results in low verification success rates, transfer request rejections, and customers being unable to port out.

(e) Maxis submitted that 70% of Maxis' churn requests are rejected by the incumbent RSP each month. Maxis identified that majority of transfer request rejections were due to customers cancelling or being unreachable. Maxis considered that this was because the RSP is either not reaching out to customers or is providing them with counteroffers, a retention tactic which contravenes paragraph 6.6.19(g). These rejections are consistently provided without proper evidence required under paragraph 6.6.19(c), making it impossible for the GSP to validate.

(f) Maxis proposed that RSPs should be restricted from manually calling customers to validate transfer requests. Such validation should be done via automated transfer request validation such as SMS or TAC Code.

23.4 MCMC acknowledges the concerns of stakeholders regarding the barriers to the churn process created by the communication methods used by RSPs to contact end-users to validate the churn.

23.5 MCMC proposes to amend paragraph 6.6.19(a) to give effect to the following principles:

(a) the RSP cannot impose any condition requiring the end-user to visit a physical location to facilitate the churn (this is already captured under paragraph 6.6.19(a));

(b) the RSP must provide a reasonable opportunity for the end-user to proactively contact the RSP to confirm the churn request (which contact may be by the end-user calling the RSP or visiting a physical location such as a service centre).

23.6 MCMC considers that these principles will largely address the concerns expressed by the stakeholders above. They will allow, for example, a customer to voluntarily walk into a service centre to validate the churn (even if mandatory walk-ins cannot be imposed as a condition). They will also prevent an RSP from rejecting a churn request merely because a customer has not answered a phone call, without having had a reasonable opportunity to call the RSP back to confirm the churn.

23.7 Beyond these principles, MCMC does not consider it appropriate to prohibit RSPs from calling end-users or mandating the specific methods through which the RSP must contact the end-user (e.g. via SMS or TAC codes). Requiring contact via a specific method is likely to require additional investment by RSPs and would be a disproportionate remedy for dealing with this issue under the MSA.

Other issues in relation to the churn process

23.8 In addition to proposing further regulation of the transfer validation process and communication channels between the RSP and the end-user, stakeholders proposed the following amendments in relation to churn obligations:

(a) Astro proposed establishing a dispute resolution forum comprising all RSPs and GSPs, mediated by the ASP or MCMC, to rectify invalid churn effectively and promptly.

(b) CelcomDigi stated that the current transfer request processing cycle of "4 days – 1 day – 4 days" provides the GSP with only one (1) working day for dispute resolution, which is insufficient. CelcomDigi proposed extending the dispute and verification period to three (3) working days.

(c) CelcomDigi noted that customers continue to face unreasonable transfer request rejections despite meeting basic contractual and payment requirements. CelcomDigi proposed that the RSP must approve transfer requests of customers who meet the following criteria: (i) customers who are out of contract; and (ii) customers who have settled all outstanding amounts, including any estimated prorated charges up to the port-over date.

(d) Maxis reports that its frequent attempts to resolve the high rejection rates for transfer requests through direct engagement with the RSP and ASP have been systematically obstructed. Maxis proposed the inclusion of a process whereby monthly GSP, ASP and RSP meetings must take place to resolve all transfer request issues.

(e) Maxis suggested that the grounds for rejection of a transfer request by a RSP should be limited to those verifiable based on business rules (e.g. customer still in contract, outstanding account, refusal to pay penalty for early termination, incomplete information and the like).

(f) Maxis contended that the GSP, which is the retail arm of the ASP, is bypassing the transfer request process through the ASP. Maxis wants the MSA amended to impose a specific per-customer penalty on RSPs, ASPs and GSPs who do not comply with the transfer request process. This penalty would be RM 200 per customer.

(g) Maxis submitted that transfer requests not requiring any change in broadband speed, package or wiring must be remotely activated by the ASP without need for truck roll.

(h) Maxis submitted that, given each of these issues which it has raised, there should be a centralised clearing house to manage the churn request process between the GSP, ASP and RSP.

23.9 TM submitted that an impediment it faces in the supply of HSBB Network Services is delayed transfer requests due to disputes between the GSP and the RSP, which are outside TM's control as Access Provider, compounded by limited visibility of end-user information.

23.10 In response to the submissions above, MCMC has the following preliminary views:

(a) MCMC does not consider there is a strong basis for requiring a churn dispute resolution forum, monthly meetings between GSPs, ASPs and RSPs, or a churn request clearing house. This is likely to create additional

administrative burden for all stakeholders, without creating a concrete pathway to resolving churn issues.

(b) MCMC considers it would be preferable to limit the grounds on which an RSP can reject a churn request. To this end, MCMC proposes amending paragraph 6.6.19(b) to specify that an RSP may only notify the GSP that a Transfer Request is "*invalid or incomplete*":

(i) if the customer has outstanding payment obligations to the RSP that have not been settled by the last day on which the RSP may make a notification under paragraph 6.6.19(b)(i)B;

(ii) if the customer is within a fixed contract period with the RSP and has not paid the applicable early termination fee by the last day on which the RSP may make a notification under paragraph 6.6.19(b)(i)B;

(iii) if the customer has not approved the Transfer Request by the last day on which the RSP may make a notification under paragraph 6.6.19(b)(i)B, despite being provided a reasonable opportunity to do so; or

(iv) in other circumstances mutually agreed between the RSP and the GSP.

(c) Given the other amendments proposed by MCMC in this section, MCMC does not consider there is a sufficient basis at present to also impose specific new penalties for non-compliance with churn obligations. MCMC notes that non-compliance with subsection 6.6.19 would already constitute a breach of the MSA and result in the usual consequences for non-compliance.

Service assurance timeframes

23.11 Astro proposed an amendment to the mean time to restore (**MTTR**) timeframes under subsection 6.6.14. Access Providers currently calculate restoration time from the appointment date rather than the fault report time. Limited appointment availability, often exceeding 48 hours, prevents Access Seekers from meeting MSQoS requirements. Astro proposed clarifying that MTTR must be calculated from the time the fault is reported by the Access Seeker, not the appointment date. Additionally, Access Providers should be required to maintain sufficient resources to meet these timelines.

23.12 CelcomDigi submitted that the self-service portal of one of the main HSBB providers has an SLA for service restoration currently calculated from the appointment date, rather than from the date the customer lodges a complaint. In many cases, delayed appointment dates are due to limited availability of slots on the customer's preferred date. As a result, the SLA does not reflect the actual duration of service disruption experienced by customers.

23.13 CelcomDigi further submitted that, while the Commission Determination on the Mandatory Standards for Quality of Service (Customer Service) Determination No. 4 of 2021 (**MSQoS**) allows SLA measurement to commence from the appointment

date when the date is selected by the customer, this approach does not fully reflect situations where the appointment date is delayed due to limited capacity or scheduling constraints on the part of the Access Provider. In such cases, the SLA measurement may understate the actual service disruption experienced by the customer, as the waiting period begins from the date the service complaint is lodged rather than the scheduled appointment.

23.14 CelcomDigi proposed that the MSA should be amended to clarify that SLA measurement for restoration should commence from the date the customer complaint is logged, unless the appointment date is explicitly chosen by the customer.

23.15 Maxis proposed amendments to 6.6.14 to mandate that an Access Provider must make available a slot which is within seven (7) days of the date of fault reported by the Access Seeker on the portal.

23.16 In response to Astro and CelcomDigi's submissions, MCMC does not propose to include requirements in subsection 6.6.14 at this level of granularity.

23.17 Access Providers currently have a broad obligation to restore faults as required to permit the Access Seekers (or a downstream operator) to comply with their own MSQoS obligations. This is a strict obligation. It means that the Access Provider needs to restore faults within a timeframe that aligns with the Access Seeker's own MSQoS timeframes, having regard to the way those timeframes are calculated under the MSQoS. To the extent that delays with appointment dates by the Access Provider are causing Access Seekers to not comply with their MSQoS obligations, this represents a breach of the MSA by the Access Provider.

23.18 Regarding Maxis' suggestion to include a mandatory 7-day timeframe for availability of a slot, MCMC is of the view that imposing a rigid 7-day rule may inadvertently become a target rather than a maximum (i.e. Access Providers will not allow appointments sooner than 7 days), potentially slowing down faster restorations. Instead, MCMC proposes to add a provision mandating the Access Provider to use all reasonable endeavours to provide an appointment slot to an Access Seeker at the earliest possible time.

Proposed obligations to address impediments in gaining access to HSBB Network Services

23.19 Astro submitted that subsection 6.6.23 (relating to rebates) is negotiable and lacks a minimum rebate for SLA or KPI non-compliance which often results in prolonged discussions during Access Agreement negotiations. Astro proposed introducing a defined "*minimum rebate percentage tied to delays or missed timelines*" similar to the principle outlined in subsection 5.7.33, to improve clarity, protect Access Seekers from uncertainty, and promote timely fulfilment and assurance.

23.20 CelcomDigi identified several impediments in gaining access to HSBB Network Services and proposed several amendments to subsection 6.6 of the MSA as set out below:

Issue	Current practice	Proposed amendment
Penalty Charges on Order Cancellation and Demand List Cancellation	Customers who are unable to be present on the installation day or who cancel orders due to alternative solutions are subject to penalty charges ranging from RM200 to over RM750. However, the ports installed near customer premises remain usable for other customers. These charges negatively impact customer experience and may discourage future fixed broadband adoption.	Prohibit the imposition of termination or cancellation penalty charges for HSBB installation or demand list cancellations, as ports are durable assets and can be reused.
Service Gateway Connectivity	One of the main HSBB providers only allows connection to one (1) Service Gateway.	In line with MSA subsection 5.16.14 (Conditional Supply), Access Providers should not require an Access Seeker to acquire any elements in a prescribed minimum or maximum quantity or ratio. Subsection 6.6 should be revised to make it explicit that Access Seekers should be allowed the option to connect to more than one (1) Service Gateway, subject to reasonable technical and operational conditions.
Warranty After Installation and Restoration	Due to poor workmanship during installation or restoration by certain ground crews, customers experience service downtime shortly after service activation or restoration.	Access Provider to provide a minimum 30-day warranty period following service installation or restoration.
POI Setup and Portal Access Charges	Under MSA subsection 5.8.4, each party is responsible for the setup costs on its respective side of the Point of Interface (POI). However, certain Access Providers are imposing POI setup charges on Access Seekers for work performed on the Access Provider's side. In addition, despite MSA subsections 6.6.9, 6.6.13, and 6.6.14 requiring Access Providers to provide portal access to enable fulfilment and restoration, some Access Providers impose recurring charges for basic portal access, citing that MSAP does not regulate portal pricing. These practices increase	To include clarity that POI setup costs on the Access Provider's side must not be imposed on Access Seekers for HSBB services. Additionally, stipulate that basic portal access necessary for fulfilment, assurance, and restoration activities be provided without additional charges.

Issue	Current practice	Proposed amendment
	access costs and ultimately lead to higher prices for end customers.	

23.21 TM noted that some Access Providers require a minimum number of customer requests or are subject to distance from the exchange.

23.22 U Mobile requested greater visibility of planned and unplanned maintenance to improve network stability and communication with end users.

23.23 Another operator submitted that impediments included limited transparency on backhaul capacity, contention levels, and their impact on service quality. It proposed that subsection 6.6 should require Access Providers to disclose relevant HSBB performance parameters that affect MVNO mobile and data services.

23.24 MCMC acknowledges Astro's concern that subsection 6.6.23 does not set out actual or minimum rebate percentages, but instead leaves the rebate amount to be mutually agreed between the Access Provider and Access Seeker. MCMC is interested in obtaining broader views from stakeholders about whether a minimum rebate amount for HSBB Services should be imposed within the MSA. MCMC's preliminary view is that the current position gives the parties commercial flexibility and that a minimum rebate amount may be unduly restrictive. However, MCMC is interested to obtain further views on this issue.

23.25 With respect to CelcomDigi's concerns:

(a) MCMC does not agree with prohibiting the imposition of termination or cancellation charges for installation of ports. Access Providers incur costs to provision ports at or near customer premises. While those ports have the potential to be used for other customers, this will not necessarily always be a realistic option. However, MCMC also considers that charges imposed for "no-show" on the installation date, or for cancellation or termination by the customer, should be reasonable and proportionate, and should not impose an undue barrier on access to HSBB Services. MCMC proposes that these issues are more appropriately addressed as part of the MSAP.

(b) MCMC would like to understand in greater detail the restriction stated by CelcomDigi regarding Access Seekers only being allowed to connect to a single Service Gateway. MCMC notes that Access Providers are only allowed to refuse access to HSBB Network Services on the refusal grounds in subsection 5.4.11, which include technical infeasibility and insufficient capacity or space. MCMC seeks further submissions from both Access Providers and Access Seekers on the reasons for, and their experience with, this "single Service Gateway" restriction.

(c) MCMC's view is that a 30-day warranty period would be too specific for inclusion in the MSA. This is a matter that is more appropriately dealt with through Access Agreement negotiations, rather than being mandated under the MSA, especially as MCMC has not received this concern from any other stakeholder.

(d) MCMC agrees with CelcomDigi that subsection 5.8.4 of the MSA makes each operator responsible for the provisioning and maintenance of Facilities on its side of the Point of Interface. If Access Providers are breaching subsection 5.8.4, MCMC encourages the Access Seekers to lodge a complaint with MCMC so that MCMC can investigate further.

23.26 In response to TM's complaint about Access Providers requiring a minimum number of customer requests, MCMC refers to subsection 5.16.14, which prohibits Access Providers from requiring an Access Seeker to acquire any Facilities and/or Services in any minimum or maximum quantity or ratio.

23.27 With respect to U Mobile's request for greater visibility of planned and unplanned maintenance, MCMC refers to subsection 5.12.13 under Operations and Maintenance Obligations, which requires an Operator undertaking planned maintenance that may affect an Access Seeker's network, facilities and/or services to provide at least 10 Business Days' notice (or more if it provides a longer notice to its own customers).

Proposed obligations to address impediments in supplying access to HSBB Network Services

23.28 All stakeholders noted that there were no impediments in the supply of HSBB Network Services, except for TM which submitted as follows:

(a) delayed port activation and installation due to restrictions imposed by building management and property owners;

(b) non-standardised addressing systems in Malaysia result in address discrepancies that hinder order fulfilment; and

(c) exclusivity arrangements at certain premises limit TM's ability to deploy HSBB infrastructure or deliver services until those exclusivity barriers are resolved.

23.29 In response to TM's submissions, MCMC clarifies that it is beyond MCMC's jurisdiction to deal with delays from building management and property owners, as well as issues arising from addressing systems.

23.30 In relation to exclusivity arrangements, MCMC has set out its views on this issue at paragraph 4.9 and has asked a question in section 4 about whether to include in the MSA a prohibition on Access Providers entering into exclusive arrangements with government authorities or landowners in respect of Services and/or Facilities on the Access List.

Use of Home Gateway Units

23.31 Astro proposed that Access Seekers be allowed to use Home Gateway Units (**HGU**) at the end-user premises. It submitted that the MSA should consider the installation option of Layer 2 and Layer 3 HSBB Network Services using HGU technology, as it simplifies installation with a single device, reduces space, and improves service coordination. HGUs lower hardware and fulfilment costs, enabling more competitive consumer pricing.

23.32 Currently, some Access Providers already offer HGUs to their end-customers, so regulatory support is needed to ensure wider adoption and equal access to these benefits. Astro proposed including a provision under subsection 6.6 to require Access Providers to support Access Seekers in exploring and implementing new technologies that enhance efficiency, reduce costs and improve customer experience.

23.33 MCMC understands the issue to be that some Access Seekers are prohibited by the Access Provider from using an HGU in connection with HSBB Services, even though the Access Provider's own downstream arm is allowed to use such HGUs. MCMC's view is as follows:

(a) MCMC considers that this issue can be dealt with through the lens of the existing non-discrimination and Equivalence of Inputs concepts in the MSA.

(b) Paragraph 4.1.5(b) requires Access Providers to provide access to Services (including HSBB Services) on an "*equitable and non-discriminatory basis*".

(c) Subsection 4.1.6 clarifies that this non-discrimination principle is applied on an Equivalence of Inputs basis, requiring a comparison between the basis on which a Service (in this case) is provided by the Access Provider to an Access Seeker and the basis on which that Service is provided by the Access Provider to itself (and to other Access Seekers).

(d) Accordingly, where an Access Provider allows its own downstream arm to deploy HGUs at the end-user premises in connection with HSBB Services, MCMC's expectation is that Access Seekers will also be allowed to do the same (and that HSBB Services will be provided up to the HGU), in accordance with the non-discrimination and Equivalence of Inputs principles.

Other proposed amendments to subsection 6.6 of the MSA

23.34 Allo noted that applicable rates are based on "net site available port" which are impractical when ports are fully exhausted and proposed a clearer provision with alternative procedures for such cases.

23.35 CelcomDigi submitted that HSBB is an essential utility such as water and electricity and that end-users cannot tolerate poor service quality from their ISPs. Therefore, the SLA for service restoration is critical.

23.36 Celcom Timur proposed:

(a) including clear and standardised guidelines for end-customers, particularly for high-speed HSBB packages (e.g. 1 Gbps to 2 Gbps), where actual user-experienced speeds are often constrained by end-user device capabilities and in-premises Wi-Fi limitations. These guidelines should capture minimum device specifications, recommended in-home network configurations and speed measurement methods, to help manage customer expectations, reduce disputes, and improve overall service experience; and

(b) amending HSBB service definitions to distinguish between GPON and XG-PON frameworks, reflecting their distinct technical capabilities and speed

tiers, this will provide better clarity to Access Seekers and ensuring HSBB service description remains aligned with future fibre deployments.

23.37 Maxis proposed amendments to Port Availability to require the interactive service assurance portal to operate with page loading times as specified. Maxis proposed the following page loading times for best customer experience:

Module	***Load-time (Seconds)***
Web Loading	*3.0*
Portal Login	*2.5*
Coverage Search	*3.5*
Order Creation	*25.5*
Installation Appointment Booking	*33.0*
CTT Creation	*31.0*
CTT Appointment Booking	*48.0*

23.38 Maxis also submitted that Access Providers are not providing an indicative timeframe for when a serviceable premises will receive an HSBB Service. This makes Maxis unable to inform customers when the service can be provided. MCMC proposed expanding paragraph 6.6.20(d) so that the obligation on the Access Provider to provide an indicative timeframe for service availability applies not only to non-serviceable premises, but also serviceable premises.

23.39 TIME submitted that Access Seekers must provide clear evidence of their ability to fulfil the requirements of any MSQoS and related standards for the services required from the Access Provider, failing which the Access Provider should be allowed to deny the Access Request on grounds of possible non-performance.

23.40 TM suggested that all Access Seekers should follow a consistent termination procedure. Upon successful submission of the termination, all ports must be released immediately in order to ensure that the next customer service registration proceeds without disruption.

23.41 TM also submitted that retail QoS standards should apply to Access Seekers, with wholesale obligations limited to elements the Access Provider can control (subsection 6.6.14).

23.42 Another operator submitted that subsection 6.6 should better reflect the role of HSBB as mobile backhaul supporting advanced mobile services, with clearer obligations on performance transparency where HSBB affects MVNO service delivery.

23.43 In response to Celcom Timur's proposals, MCMC clarifies that it is not within the scope of this inquiry to develop guidelines for end-customers on minimum device specifications, in-home network configurations and speed measurement methods. Further, MCMC clarifies that the HSBB service descriptions in the Access List and

the HSBB definitions in the MSA are currently technology-neutral. MCMC does not consider that GPON and XG-PON need to be included within the Access List or MSA for the purpose of providing clarity to Access Seekers.

23.44 Regarding Maxis' submission to include page loading times in the MSA, MCMC does not consider that an Access Provider's provision of services should be regulated at this level of granularity.

23.45 Regarding Maxis' submission to include indicative timeframe for serviceable premises, MCMC points to paragraph 6.6.20(c), which requires the Access Provider to inform the Access Seeker whether a premises or exchange service area is serviceable by the HSBB Network Services within three (3) Business Days of the Access Seeker's request (which takes the form of a Customer Demand List). If a premises is in fact serviceable, the Access Provider is required to activate the HSBB Network Services for that premises within the activation timeframe specified in subsection 6.6.7.

23.46 MCMC considers there is no need in these circumstances to require the Access Provider to provide a "*plan for servicing that premises*" and "*an indicative timeframe for service availability*", as contemplated under paragraph 6.6.20(d). These requirements are only appropriate where a premises is not serviceable (and Access Seekers need to know when it will become serviceable). MCMC therefore does not propose to expand paragraph 6.6.20(d) to also cover serviceable premises or exchange service areas.

23.47 MCMC disagrees with TIME's submission that Access Seekers must provide evidence of their ability to fulfil the requirements of any MSQoS and related standards, failing which the Access Provider should be allowed to deny the Access Request on grounds of possible non-performance. MCMC considers that this would create undue barriers to access for Access Seekers. Moreover, whether the Access Seeker is able to comply with MSQoS is partly dependent on the HSBB Service they acquire from Access Providers (since subsection 6.6.14 requires the Access Provider to provide assurance timelines that permit the Access Seeker to comply with MSQoS). Accordingly, it would not be realistic for the Access Seeker to provide evidence that it is able to fulfil the requirements of MSQoS before acquiring access to the very input (HSBB Services) on which it relies to fulfil those requirements.

23.48 Regarding TM's submission, MCMC acknowledges that wholesale providers cannot control the entire end-to-end retail customer experience. However, the MSA requires that the wholesale inputs provided must be sufficient to allow the Access Seeker to meet its own retail MSQoS obligations. Access Providers are not required to comply with the MSQoS obligations applicable to retail providers; they are only required to provide wholesale inputs such that an Access Seeker is able to meet its own MSQoS obligations. MCMC considers this requirement reasonable and proposes to retain it without any amendments.

23.49 MCMC also proposes to amend subsection 6.6.22 to clarify that the prohibition on imposing unreasonable requirements on the Access Seeker applies not only to establishing a POI at each local area or optical line terminal, but also to interconnecting at a minimum number of optical line terminals. This is to ensure that Access Providers do not impose unreasonable requirements on Access Seekers

to interconnect at a given (minimum) number of optical line terminals as a prerequisite to obtaining access to HSBB Network Services.

MCMC preliminary view

23.50 MCMC's preliminary view is to retain subsection 6.6 with modifications as set out below:

Reference	Summary of proposed change	MCMC rationale
6.6.9, 6.6.10	MCMC proposes to amend the reference to "*implementation and migration plan*" underneath paragraph 6.6.9(d) to "*implementation plan*". MCMC proposes to amend subsection 6.6.10 as follows: "*6.6.10* ***Implementation ~~and migration~~ plan****: The Access Provider shall maintain and provide to the Access Seeker on a monthly basis or other timeframe as mutually agreed, in accordance with subsections 6.6.13 and 6.6.14 of this Standard, a detailed up-to-date implementation plan that provides its procedures and timing for the HSBB Network Services that includes:* *(a) the implementation plan covering a total period of time for which the Access Provider has any internal rollout plans;* *~~(b) the migration from copper to fibre at all existing nodes by location;~~* *(~~c~~b) the construction of new nodes by location;* *(~~d~~c) notification processes to Customers and Access Seekers for ~~such migration~~ the rollout of HSBB Network Services and the minimum notice periods to be provided;* *(~~e~~d) the exchange buildings and other Access Provider premises at which Access Seekers may establish a POI to acquire the HSBB Network Services;* *(~~f~~e) ordering and provisioning procedures for HSBB Network Services including the applicable terms and conditions; and* *(~~g~~f) the total number of available BTU ports, on a premises-by-premises basis subject to reasonable justification provided by the Access Seeker on a case-by-case basis.* *The Access Provider shall manage the implementation plan in a non-discriminatory manner. This includes giving the same information*	MCMC proposes to remove references to the migration plan and migration from copper to fibre, as this process has now been substantially completed.

	and priority to Access Seekers as it gives to itself in the handling of ~~the migration or~~ orders for HSBB Network Services. The information provided to Access Seekers must allow Access Seekers to: *(~~h~~g) market HSBB Network-based retail services to Customers and potential Customers;* *(~~i~~h) compete for the delivery of HSBB Network-based retail services to Customers and potential Customers; and* *(~~j~~i) order HSBB Network Services in order to deliver HSBB Network-based retail services to Customers and potential Customers,* *on the same basis as the Access Provider ~~(including with regard to Customers and potential Customers who are at the time acquiring retail services to which any copper-based services are an input)~~."*	
6.6.11	MCMC proposes to amend subsection 6.6.11 as follows: "*6.6.11* ***Availability to Access Seeker****: The implementation ~~and migration~~ plan specified in subsection 6.6.10 of this Standard shall be made available in electronic form to any Access Seeker on request."*	MCMC proposes to remove references to the migration plan and migration from copper to fibre, as this process has now been substantially completed.
6.6.14	MCMC proposes amending the "Appointment for service restoration" component of Service Assurance Timeline: *"The Access Provider shall provide an interactive service assurance portal, in accordance with subsection 6.6.9 of this Standard, to the Access Seeker which shall include the following functionality:* • *a common ticketing system to log, review and generate reports and progress updates; and* • *a common slotting system to enable the Access Seeker to view and book available appointment slots.* *The Access Provider shall use all reasonable endeavours to provide an appointment slot to the Access Seeker at the earliest possible time."*	MCMC proposes a "reasonable endeavours" obligation to ensure Access Providers do not simply cite a lack of slots to justify long restoration times. This obligation requires them to proactively manage their workforce to meet the demand. It is intended to help Access Seekers meet their obligations under the MSQoS at the retail level.
6.6.19(a)	MCMC proposes amending paragraph 6.6.19(a) as follows: *"The Releasing Service Provider and Access Service Provider must not object to, impose any conditions on any party, or take any other steps, that have the effect of delaying or impeding, the implementation*	See paragraphs 23.4 to 23.6.

	of a valid Churn request by a Gaining Service Provider, including: *(i) imposing any conditions requiring the Customer of the Releasing Service Provider to visit any physical location to facilitate a Churn; or* *(ii) denying the Customer of the Releasing Service Provider a reasonable opportunity to contact the Releasing Service Provider to confirm the Churn (which contact may include but not be limited to the Customer calling the Releasing Service Provider or visiting a physical location of the Releasing Service Provider).”*	
6.6.19(b)	MCMC proposes adding the following text at the end of paragraph 6.6.19(b): “*A Releasing Service Provider may only notify the Gaining Service Provider that a Transfer Request is invalid or incomplete:* *(iii) if the Customer has an outstanding payment obligation to the Releasing Service Provider that has not been settled by the last day on which the Releasing Service Provider may make a notification under paragraph 6.6.19(b)(i)B;* *(iv) if the Customer is within a fixed contract period with the Releasing Service Provider for the service to which the Churn relates and has not paid the applicable early termination fee by the last day on which the Releasing Service Provider may make a notification under paragraph 6.6.19(b)(i)B;* *(v) if the Customer has not confirmed the Churn by the last day on which the Releasing Service Provider may make a notification under paragraph 6.6.19(b)(i)B, despite being provided a reasonable opportunity to do so; or* *(vi) in any other circumstances mutually agreed between the Releasing Service Provider and the Gaining Service Provider.”*	This amendment seeks to limit the circumstances in which a Releasing Service Provider may reject a Transfer Request, to prevent arbitrary rejection of such requests.
6.6.22	MCMC proposes to amend subsection 6.6.22 as follows: *“6.6.22* ***Point of Interconnection for HSBB Network Services****: The Access Provider shall not impose unreasonable requirements to the Access Seeker to establish their POI at each local area or optical line terminal, or to interconnect at a minimum number of optical line terminals, for the purpose of access to the HSBB Network Services provided by the Access Provider. The maximum number of POIs*	This amendment seeks to ensure that Access Providers cannot impose unreasonable requirements for Access Seekers to interconnect at a minimum number of optical line terminals (as a prerequisite to obtaining access to HSBB Network Services).

	that the Access Provider is allowed to require the Access Seeker to establish for the purpose of access to the HSBB Network Services provided by the Access Provider is two (2) POIs for each Closed Number Area."	

Questions

Question 37:	Do you agree with MCMC's proposed amendment of subsection 6.6.14 as set out above? If not, please provide reasons.
Question 38:	Do you consider that the QinQ implementation obligations in subsection 6.6.15 are still relevant or should they be deleted? Please provide reasons.
Question 39:	Do you agree with MCMC's proposed amendments to the churn obligations in paragraphs 6.6.19(a) and 6.6.19(b)? Please provide reasons.
Question 40:	Do you consider that the MSA should impose a minimum or fixed rebate amount or percentage under subsection 6.6.23, for non-compliance with KPIs, SLAs and other deliverables under subsection 6.6? If so, please provide the specific amount you are proposing.
Question 41:	As an Access Seeker, have you faced any restriction regarding the number of Service Gateways to which you can connect? Please provide details.
Question 42:	As an Access Provider, do you mandate a "single Service Gateway" restriction? If so, why?

24 Transmission Services

Overview

24.1 Subsection 6.7 of the MSA contains a series of Service Specific Obligations in respect of access to Transmission Services.

Submissions received and MCMC assessment

Delivery timeframes

24.2 Celcom Timur submits that the 60-day timeframe for urban areas (under subsection 6.7.5) can be challenging as it depends on regulatory approvals which can take 1.5 months on average.

24.3 SACOFA submitted the delivery timeline for new network facilities of within 60 days for urban and within 90 days for suburban is not sufficient as permitting may take longer.

24.4 TM submitted that certain services, such as leased lines or bandwidth upgrades, can often be provisioned faster than the indicative timeframe where capacity is already available. Shorter delivery times should be permitted in such cases to improve efficiency.

24.5 Another operator submitted that one of the impediments it faced with regard to Transmission Services was unclear provisioning timelines and suggested that subsection 6.7 require clearer indicative delivery timeframes.

24.6 With respect to Celcom Timur and SACOFA's complaints about the indicative timeframes under paragraph 6.7.5(b), which apply to the delivery of new network facilities, MCMC acknowledges that permitting requirements may make these timeframes challenging. MCMC's preliminary view is that the delivery timeframes under paragraph 6.7.5(b) should commence upon the Access Provider obtaining all permits, provided that it has used its best endeavours to obtain permits in a timely manner. This will ensure that permitting delays (where caused by a permitting authority) do not affect the ability of Access Providers to comply with the delivery timeframes. MCMC requests views from stakeholders as to whether this approach is appropriate, including whether the timeframes in paragraph 6.7.5(b) need to be shortened to reflect that they now commence only upon all permits being obtained.

24.7 In response to TM's submission that certain services, such as leased lines or bandwidth upgrades, can often be provisioned faster than the indicative timeframe where capacity is already available (so shorter timeframes should be mandated), MCMC maintains that the standard indicative delivery timeframes specified in subsection 6.7.5 create an appropriate balance between ensuring the Access Seekers can obtain access in a speedy and efficient manner and Access Providers having a reasonable and practicable opportunity to deliver requested services. MCMC notes that the MSA does not prevent Access Providers from earlier delivery of services if that is possible.

24.8 In relation to another operator's suggestion that subsection 6.7 should require clearer indicative delivery timeframes, MCMC refers to subsection 6.7.5 of the MSA which already specifies the indicative delivery timeframes for urban and non-urban areas, further distinguished by whether new network facilities are required to the supply the Transmission Services.

Proposed obligations to address impediments in gaining access to, or supplying, Transmission Services

24.9 Most stakeholders did not propose any obligations to be added to subsection 6.7. A few operators made the following comments:

(a) **DNB:** faces several impediments such as:

(i) provisioning delays tied to wayleave approvals and slow rollout of civil works;

(ii) limited fibre availability in rural or underserved areas requiring costly alternatives such as microwave and satellite backhaul;

(iii) capacity constraints as existing routes may not support high-capacity needs for 5G backhaul (≥10G) requiring upgrades or new builds;

(iv) high deployment costs as a result of fibre installation and trenching in low-demand or rural areas; and

(v) limited or exclusive access to meet-me rooms, data centres and In-Building Solution (IBS) facilities which can create bottlenecks.

(b) **Maxis:** key impediment is non-compliance of the regulated MSAP rates by Access Providers.

(c) **U Mobile:** faces no issues except for areas where there are exclusive providers.

(d) **YTLC**: stated that Access Providers often refuse to establish a POI at the nearest feasible point unless negotiated commercially. It proposed that the MSA require Access Providers to create a POI at the nearest point, such as at the closest manhole, subject to a one-time charge. It also suggested that this should apply to Access Seekers who wish to connect their fibre to the trunk transmission facility of an Access Provider. The Access Seeker should not be required to build fibre to the Access Provider's POI which could be further away.

(e) Another operator stated that one of the impediments it faced with regard to Transmission Services was limited transparency on available transmission capacity. It suggested that subsection 6.7 should require disclosure of capacity constraints relevant to MVNO services.

24.10 **Celcom Timur** submitted that it faces several impediments in supplying Transmission Services:

(a) subsection 6.7.9: while providing specified QoS or an equivalent level to that offered by the Access Provider itself allows operational flexibility, it may result in differing QoS levels among providers for basic MSAP, creating potential inconsistencies in service delivery; and

(b) paragraph 6.7.10(c): current provisions do not account for failures caused by third-parties, such as vandalism or accidental damage by external parties (e.g., plantation activities or vehicular accidents), which can affect service delivery.

24.11 MCMC responds to submissions proposing amendments to subsection 6.7 as follows:

(a) Regarding another operator's suggestion that subsection 6.7 should require disclosure of capacity constraints relevant to MVNO services, MCMC refers to paragraph 5.3.7(e), which requires Access Providers to provide to Access Seekers supplementary details of provisioning cycles not included in the RAO and any impact such cycles may have upon an Access Request by the Access Seeker (e.g. capacity constraints). Such supplementary details must be provided by the Access Provider within 10 Business Days of receipt of a

written request for provision of access. Subsection 5.3.7 applies to all services, including Transmission Services.

(b) MCMC acknowledges YTLC's submission that the MSA require Access Providers to create a POI at the nearest point, such as at the closest manhole, subject to a one-time charge. Given no other stakeholder has raised this issue, MCMC invites submissions from other stakeholders to understand whether other Access Seekers are also facing similar issues as YTLC.

(c) Regarding Celcom Timur's concern that providing either specified QoS or an equivalent level to that offered internally may lead to varying standards across different Access Providers, MCMC maintains that this dual-standard approach is necessary to uphold the principle of EOI while ensuring a baseline of quality for all Access Seekers. MCMC considers that some variation among Access Providers is a natural outcome of a competitive, multi-operator market where different networks have different architectural strengths. So long as the minimum mandated QoS is met and the EOI requirement is satisfied, these differences reflect genuine infrastructure competition rather than regulatory failure.

(d) Lastly, regarding Celcom Timur's submission that the current rebate provisions do not account for third-party failures (e.g. accidental damage), MCMC considers that certain catastrophic or unavoidable third-party acts may fall under the definition of Force Majeure if they meet the criteria of being "beyond the reasonable control" of the party. In such instances, the Access Provider is excused from its performance obligations (see paragraph 6.7.10(b)).

Proposed amendments to obligations relating to Transmission Services

24.12 Allo stated that the current rate structure does not adequately address situations where ports are not available at Transmission Service sites. It requested a clearer provision to address scenarios where port availability is limited or fully exhausted, including alternative procedures or obligations for such cases.

24.13 CelcomDigi proposed the following amendments:

(a) The network availability parameters in subsection 6.7 require careful review. It also emphasised the need to clarify that availability levels are indicative. Adoption of specific network availability should be determined by the Access Provider's capabilities and actual network measurements. Higher availability requirements could have significant operational and cost implications.

(b) Subsection 6.7.10 may need to be reviewed to reflect the revocation of the Commission Determination on the Mandatory Standards for Quality of Service (Digital Leased Line), Determination No. 3 of 2009.

24.14 DNB did not propose specific amendments but expressed support for any changes that would improve the supply of the Transmission Services, noting its reliance on transmission services for the nationwide 5G rollout.

24.15 Edotco proposed introduction of packet loss and jitter as parameters for quality of service for inter region and intra region.

24.16 Fibrecomm Network proposed the following amendments:

(a) Subsection 6.7.9: the requirement for network availability of more than 99.99% exceeds standard operational capability and is inconsistent with the Access List for End-to-End Transmission Services, which specifies availability between 99.90% and 99.992%. It proposed that the minimum threshold be fixed at 99.90%.

(b) Subsection 6.7.10: proposed the removal of subsection 6.7.10 as the MSQoS Determination No. 3 of 2009 has been revoked. It further explained that quality of service arrangements for Transmission Services are commonly addressed through commercial negotiation between the parties.

24.17 Maxis proposed the following amendments to subsection 6.7:

(a) amendment to paragraph 6.7.2(c) to increase the maximum frequency to update or to make further Forecasts regarding Transmissions Services to twice a year (instead of the current frequency of once a year);

(b) removal of the references to MSQoS Determination No. 3 of 2009 from subsections 6.7.10 and 6.7.11; and

(c) introduction of a new subsection 6.7.13 to set service assurance targets for Transmission Services as follows:

Subsection 6.7.13 Service assurance target

Fault Types	*Response Time*	*Progress Update Frequency*	*Rectification Time*
All type of Transmission Services fault	*Within one (1) hour*	*Every one (1) hour*	*Four (4) hours*

24.18 TM proposed the inclusion of a clause specifying that the Access Seeker is solely responsible for all right-of-way matters related to fibre deployment for the Access Seeker, including liaising with and making direct payments to third-parties such as tower owners, network facilities providers and state-backed entities.

24.19 TM also submitted that:

(a) rebates should be triggered only by material errors and not minor typos or address inconsistencies where no uniform address format is mandated (subsection 6.7.10); and

(b) rebate criteria should reference the technical parameters in subsection 6.7.9 rather than retail MSQoS standards because wholesale providers cannot ensure end-to-end quality (subsection 6.7.10, subsection 6.7.11).

24.20 U Mobile called for measures to curb exclusive provider arrangements, aligning with MCMC's commitment to open competition.

24.21 Another operator supported retaining technology neutrality in subsection 6.7 but proposed enhancing transparency of service levels and performance metrics affecting MVNO operations.

24.22 YTLC proposed the following amendments to subsection 6.7:

(a) the provision should more clearly specify how network availability and latency are to be measured (e.g. defined measurement periods and point-to-point assessment). This would reflect modern network operations and reduce ambiguity in negotiations.

(b) the provision could be strengthened to require Access Providers to provide clear technical justification where access requests cannot be met as proposed, and to cooperate in identifying feasible alternatives.

(c) the provision could provide clearer linkage between regulated service definitions, applicable quality parameters and pricing discussions. This would support cost-based negotiations and reduce disputes arising from alternative or internally defined SLA frameworks. YTLC proposed:

(i) a clearly defined measurement period for network availability, for example: ≥ 99.9% on a monthly basis, or ≥ 99.99% on an annual basis.

(ii) revision of latency parameters for intra region to a defined range between 1ms and 20ms; and

(iii) revision of latency parameters for inter region to a defined range of between 20ms and 35ms (noting that the current Access List does not provide a capped latency).

24.23 In response to the above stakeholder submissions on network availability parameters, MCMC proposes to amend the threshold percentage for network availability to "*Between 99.90% and 99.992%, whether per month or otherwise*" to align the MSA obligation with the service description of Wholesale Local Leased Circuit Service and End-to-End Transmission Service in the Access List.

24.24 MCMC also proposes to amend subsections 6.7.10 and 6.7.11 to remove the references to "Commission Determination on Mandatory Standards for Quality of Service (Digital Leased Line Service), Determination No. 3 of 2009" as this determination has been revoked.

24.25 MCMC has not received many submissions on other quality of service parameters such as latency, packet loss and jitter. MCMC invites further submissions from stakeholders on whether any other amendments are required to the quality of service parameters at subsection 6.7.9 of the MSA.

24.26 In relation to TM's submission about rebates, MCMC clarifies that, under subsections 6.7.10 and 6.7.11, rebates are payable for a failure to meet the relevant service level availability agreed between the Access Seeker and the Access

Provider. Accordingly, it is not clear to MCMC why minor typos and addressing inconsistencies (as per its submission) would give rise to a rebate obligation. MCMC also considers that the rebate obligation is very flexible, as it simply requires the Access Provider and Access Seeker to negotiate a rebate scheme for service availability, without mandating the MSA mandating the actual service levels or parameters. Accordingly, MCMC does not consider that any change to subsections 6.7.10 and 6.7.11 is required in response to TM's submission.

MCMC preliminary view

24.27 MCMC proposes to retain subsection 6.7.9 of the MSA with some modifications as set out below:

<table>
<tr><th>Reference</th><th>Summary of proposed change</th><th>MCMC rationale</th></tr>
<tr><td>6.7.5</td><td>MCMC proposes to amend the indicative delivery timeframes in subsection 6.7.5 as follows:

"[…]

(b) if new network facilities are required to supply the Transmission Services, sixty (60) Business Days for Urban Areas, ninety (90) Business Days for non-urban areas and mutually agreed upon timeline between Access Seeker and Access Provider for geographically difficult regions (like unpaved roads, hills and remote islands).

<s>For clarification, t</s>The indicative delivery timeframe in <s>this</s>:

(c) <s>subsection</s> paragraph 6.7.5(a) commences from the Notice of Acceptance or confirmation of the Order (as applicable) in accordance with subsection 5.7.14 of this Standard; and

(d) paragraph 6.7.5(b) commences from the date that Access Provider has obtained all necessary permits and approvals in relation to the new network facilities, subject to Access Provider using its best endeavours to apply for and obtain all such permits and approvals in a timely manner."</td><td>This amendment responds to concerns from operators that the delivery timeframes are impacted by permitting delays outside their reasonable control.</td></tr>
<tr><td>6.7.9</td><td>MCMC proposes amendment to network availability parameter as follows:

<table><tr><th>Parameter</th><th>Threshold%</th></tr><tr><td>Network availability</td><td><s>≥ 99.99%</s>
Between 99.90% and 99.992%, whether per month or otherwise</td></tr></table></td><td>To align this parameter with the service description of Wholesale Local Leased Circuit Service and End-to-End Transmission Service in the Access List.</td></tr>
<tr><td>6.7.10</td><td>MCMC proposes to remove the references to the revoked MsQoS determination as set out below:</td><td>The Commission Determination on Mandatory Standards for Quality of</td></tr>
</table>

	"An Access Provider shall discuss and negotiate with the Access Seeker in good faith the provision of a rebate in respect of each Billing Cycle in which the service level availability of any Transmission Service provided by the Access Provider does not meet ~~the relevant service level availability specified in the Commission Determination on the Mandatory Standards for Quality of Service (Digital Leased Line Service), Determination No.3 of 2009 or~~ the service level availability mutually agreed between the Access Seeker and the Access Provider, ~~including such modification or variation and any other mandatory standards that may be determined by the Commission from time to time,~~ other than to the extent to which such non-compliance arises due to: *(a) any act or omission of the Access Seeker other than in accordance with the directions of the Access Provider; or* *(b) Force Majeure.~~; or~~* *~~(c) any other excluded reason specified in that Determination.~~"*	Service (Digital Leased Line Service), Determination No.3 of 2009 has been revoked.
6.7.11	MCMC proposes to remove the references to the revoked MsQoS determination as set out below: *"The amount of any rebate for the purposes of subsection 6.7.10 shall, at a minimum, reflect:* *(a) the reduced costs that would have been incurred by the Access Seeker in acquiring the relevant Transmission Service with a service level availability equivalent to that provided by the Access Provider; and* *(b) any other diminution in value (including any rebates paid by the Access Seeker) in the Transmission Service provided to the Access Seeker due to the Access Provider's failure to comply with the service level availability ~~required under the Commission Determination on the Mandatory Standards for Quality of Service (Digital Leased Line Service), Determination No.3 of 2009 , including such modification or variation and any other mandatory standards that may be determined by the Commission from time to time~~ mutually agreed between the Access Seeker and the Access Provider.* *~~(c)~~ The maximum cap on the rebate amount offered shall be a sum mutually agreed upon between the Access Provider and Access Seeker."*	The Commission Determination on Mandatory Standards for Quality of Service (Digital Leased Line Service), Determination No.3 of 2009 has been revoked.

Questions

Question 43:	What are your views on the delivery timeframes under paragraph 6.7.5(b) (for new network facilities) commencing only upon the Access Provider having obtained all necessary permits? Should the timeframes be shortened to reflect this different starting point?
Question 44:	Should the MSA require Access Providers of Transmission Services to create a POI at the nearest feasible location (such as the closest manhole)? Please provide details.
Question 45:	Do you agree with MCMC's proposed changes to the network availability threshold in subsection 6.7.9? Please provide details.
Question 46:	Do you consider that any amendments are required to the quality of service parameters at subsection 6.7.9, including adding new parameters or amending existing parameters such as latency? Please provide details, including the specific parameters that should apply.

25 Infrastructure Sharing

Overview

25.1 Subsection 6.8 sets out Service Specific Obligations that apply in respect of access to Infrastructure Sharing service.

Submissions received and MCMC assessment

Delivery timeframes

25.2 Edotco submitted that the indicative delivery timeframe of 40 Business Days is impracticable for certain sites requiring state authority consent, such as sites in Kuala Lumpur where town council approval can take 3 months. Edotco proposes allowing Access Providers and Access Seekers to agree on different delivery timeframes for different services, noting that greenfield projects generally take longer than 40 Business Days compared to co-location. Edotco highlighted that non-standard sites, such as remote areas, skyscrapers or government/high-security land, require additional approvals and should be distinguished in the MSA.

25.3 Edotco also submitted that:

(a) Deployment depends on site acquisition, permitting applications and approvals. Access Seekers should not be overly demanding on delivery timeframes given these compliance requirements. Edotco recommended that MCMC consider these circumstances when determining delivery timelines and also account for differences between government-owned and privately-owned land, as requirements and complexity vary (i.e. land deemed as government-owned has different requirements and complexity compared to individually-owned land).

(b) Under subsection 6.8.5, current timelines are reasonable for normal deployment but exceptions including longer timeframes are needed are

needed for certain circumstances such as government land, specific state authorities requiring further application and approvals, geographical challenges and ultra-rural areas;

(c) MCMC should consider deployment circumstances that are set out in paragraph 25.3(a) above when determining delivery timeframes.

(d) MCMC should extend the acknowledgement of receipt under subsection 6.8.3 to 5 Business Days from 2 Business Days to reflect operators' resourcing limitations.

(e) MCMC should consider escalating the issue to Cabinet to enable a gazetted directive requiring all states to comply with federal laws and by-laws. In addition, MCMC is encouraged to champion the development of minimum standard requirements and promote uniform, consistent permitting guidelines that apply across all states.

25.4 Maxis submitted that the reference to "High Priority Areas" in paragraph 6.8.5(b) should be deleted to ensure the indicative delivery timeframe covers all areas and subsection 6.8.5 should specify that the indicative delivery timeframe should include the Access Provider's obligation to obtain approval from the local council, building manager or another third-party.

25.5 PDC and PPIT mentioned, as an impediment to supplying Infrastructure Sharing, that obtaining permits and licenses from local authorities can be time-consuming, costly and complex, site approvals often require consent from unrelated parties (e.g. neighbours, ADUN, Ahli Majlis) in addition to necessary agencies like Civil Aviation Authority of Malaysia, Bomba, Tenaga Nasional Berhad/Sabah Electricity Sdn. Bhd and MCMC, and for land owned by state or federal entities (e.g. the Federal Lands Commissioner), approvals and permits can still take considerable time.

25.6 SACOFA submitted that indicative delivery timelines for new structures should be conditional upon obtaining all necessary permits and approvals.

25.7 MCMC acknowledges that Access Providers are facing challenges meeting the delivery timeframes in subsection 6.8.5, largely due to the time taken to obtain permits from local authorities and the risk of permitting delays.

25.8 MCMC therefore proposes that, where provision of Infrastructure Sharing requires one or more permits or approvals from a government authority or other third-party, the delivery timeframes will commence upon the Access Provider obtaining all such permits or approvals (rather than upon the date of the Order being confirmed or accepted). This will be subject to the Access Provider using its best endeavours to apply for and obtain all such permits and approvals in a timely manner.

Changes to the scope of the service description – in-building mobile systems and poles for fixed deployments

25.9 As mentioned in section 11 of the PI Paper on Review of Access List, MCMC proposes that access to Common Antenna Systems will be provided under the new Access to

In-Building Mobile Systems service and removed from the scope of Infrastructure Sharing.

25.10 Regarding Maxis' submission about removing the reference to "High Priority Areas" in paragraph 6.8.5(b), MCMC responds that delivery timeframes for Common Antenna Systems will be specified in the Service Specific Obligations for that service. Accordingly, paragraph 6.8.5(b) can be deleted.

25.11 MCMC also proposes to delete subsection 6.8.14 regarding augmentation of Common Antenna Systems, as this will now be dealt with in the Service Specific Obligations for the Access to In-Building Mobile Systems service.

25.12 As set out in section 11 of the PI Paper on Review of Access List, poles used for fixed network deployments will now be covered by the expanded "Pole, Duct and Manhole Access" service. The Service Specific Obligations for this service will be captured under subsection 6.11 (which currently applies to the Duct and Manhole Access service).

25.13 MCMC proposes to carry across the provisions dealing with fixed telecommunications poles in subsection 6.8 to the Service Specific Obligations for the Pole, Duct and Manhole Access in subsection 6.11 (where such provisions will apply to fixed poles used for fixed network deployments).

25.14 MCMC does not propose to delete provisions dealing with "fixed telecommunications poles" in subsection 6.8, including the delivery timeframe in paragraph 6.8.5(c), as these remain relevant for the poles used for mobile network deployments, which remain within the scope of the Infrastructure Sharing service.

25.15 However, for clarity, MCMC proposes to amend all references to "fixed telecommunications poles" in subsection 6.8 to "poles used for mobile network equipment".

Infrastructure Sharing in the context of MOCN/MORAN arrangements

25.16 In meetings with stakeholders, MCMC received feedback from several stakeholders expressing concern about providers of towers charging additional fees to Access Seekers where RAN equipment collocated on towers is used for MOCN purposes (as opposed to a single-operator network).

25.17 MCMC has also received concerns from providers of tower infrastructure regarding revenue loss from MOCN arrangements. This is because:

(a) MOCN arrangements will result in fewer tenants on a tower than if a party to the MOCN arrangement set up its own independent RAN equipment on the tower; and

(b) RAN equipment used for MOCN purposes imposes higher costs for Access Providers (e.g. due to heavier weights when installed on the tower).

25.18 To deal with these concerns, MCMC proposes to add a new Service Specific Obligation for Infrastructure Sharing (as a new subsection 6.8.21) which would require an Access Seeker to notify the Access Provider before installing equipment

used in connection with a MOCN/MORAN arrangement (or upgrading existing equipment for use in connection with a MOCN/MORAN arrangement).

25.19 At the same time, MCMC proposes to add a new subsection 6.8.22 to prohibit an Access Provider from requiring an Access Seeker to obtain the Access Provider's consent before entering into a MOCN/MORAN arrangement or using the Access Provider's facility to locate equipment used in connection with a MOCN/MORAN arrangement. This is necessary to promote entry into MOCN/MORAN arrangements and ensure that infrastructure providers do not unduly restrict entry into such arrangements for revenue loss or other reasons.

25.20 MCMC also proposes to add another new obligation (as a new subsection 6.8.23) which would regulate the charges that tower providers may impose on Access Seekers in the context of a MOCN/MORAN arrangement (regardless of whether such arrangement is agreed commercially or under the proposed new 4G MOCN Access service on the Access List). This provision would give effect to three principles:

(a) an Access Provider of Infrastructure Sharing in respect of towers must not charge a higher price for access for the mere fact (or "sole reason") that equipment collocated on the tower is used as part of a MOCN/MORAN arrangement (as distinct to a serving a single operator);

(b) if the Access Provider incurs additional cost directly attributable to the MOCN/MORAN arrangement (e.g. due to heavier equipment being collocated on the tower), this additional cost can be passed through to the Access Seeker on a cost basis; and

(c) the Access Provider may adjust charges to reflect higher or lower occupancy on a tower due to a MOCN/MORAN arrangement, but these adjustments must be in line with the general pricing principles it uses to adjust charges based on occupancy – for example, if the number of operators on a tower reduces from 4 to 3 as a result of one MNO entering into a MOCN arrangement with one of the other tenants, the Access Provider may charge all tenants the price it would usually charge if there were 3 tenants on the tower (which may be higher than the price chargeable for 4 tenants).

Anti-competitive conduct and exclusivity arrangements

25.21 DNB noted that exclusivity agreements between site owners and other operators is an impediment faced by the industry in gaining access to Infrastructure Sharing.

25.22 YTLC suggested that subsection 6.8 be strengthened to clarify that existing IBS deployments should not be treated as exclusive and each building or site should be assessed on its own merits as a distinct market. YTLC also requested that the MSA prevent exclusivity where capacity permits.

25.23 Maxis submitted that exclusivity arrangements with state-level authorities, local councils and building owners severely hamper the ability to supply Infrastructure Sharing.

25.24 Maxis suggested the following additions to subsection 6.8 to prevent structural market failures and anti-competitive practices:

(a) Prohibition of exclusive arrangements: Access Providers must not enter into agreements that prevent, restrict or distort competition in Infrastructure Sharing Services including arrangements that create barriers for entry for other Access Providers in any area or location, or limit the choice of Access Providers available to Access Seekers; and

(b) Prohibition of anti-competitive agreements: Access Providers must not enter into agreements with other Access Providers that restrict competition in Infrastructure Sharing Services. This includes practices that fix access prices or other commercial terms, limit or control supply, development or innovation of services and align terms and conditions in a way that reduces Access Seekers' ability to negotiate.

25.25 MCMC recognises that exclusivity arrangements and anti-competitive conduct can stifle access and distort competition. MCMC has set out its views on this issue at paragraph 4.9 and has asked a question in section 4 about whether to include in the MSA a prohibition on Access Providers entering into exclusive arrangements with government authorities or landowners in respect of Services and/or Facilities on the Access List.

25.26 MCMC also clarifies that where an Access Provider has entered into an exclusivity arrangement in respect of particular Facilities or Services, that arrangement does not relieve the Access Provider of its obligation to provide access to those Facilities or Services where they have been declared under the Access List.

Transparency and availability

25.27 DNB commented that limited availability of suitable sites in high-demand areas is an impediment faced by the industry in gaining access to Infrastructure Sharing. TM noted that opaque power availability and backup arrangements present an impediment to accessing to Infrastructure Sharing.

25.28 YTLC raised concerns on the limited availability of IBS capacity offered by Access Providers in certain locations that constrains Access Seekers' ability to obtain access even where there is demand and no clear technical justification for refusal. YTLC explains that in some cases, existing occupancy or committed ports are treated as de facto capacity limits, effectively restricting additional access. YTLC suggests that Access Providers should provide clear information on availability IBS capacity, objectively justify any claimed capacity constraints and alternatives when access cannot be granted within agreed timelines.

25.29 TM suggested modernising capacity allocation to prevent hoarding while safeguarding structural integrity while YTLC believes that the MSA should require greater transparency on infrastructure capacity, availability and technical constraints to reduce delays and disputes.

25.30 MCMC considers that transparency and information asymmetry are legitimate concerns in the context of Infrastructure Sharing. Where Access Seekers lack reliable information regarding the availability, capacity and technical conditions of infrastructure, this creates material barriers to access.

25.31 In response to stakeholder submissions on limited availability and requests for further transparency, MCMC notes that subsection 6.8.20 currently sets out the principles governing the Access Provider's Capacity Allocation Policy for Infrastructure Sharing Services. While subsection 6.8.20 requires the Access Provider to determine available space having regard to specified factors, it does not expressly require the Access Provider to communicate the basis for any capacity constraint to an Access Seeker, or does it require that such constraints be objectively justified.

25.32 MCMC proposes to amend subsection 6.8.20 to introduce an express obligation requiring Access Providers to provide written justification for any capacity constraint relied upon as a basis for limiting or refusing access to improve transparency for Access Seekers by ensuring they are provided with clearer and more comprehensive information about capacity constraints.

25.33 Further, MCMC proposes to strengthen subsection 6.8.20 so that it clarifies the information an Access Provider must supply where it determines that capacity is unavailable or insufficient to meet an Order for Infrastructure Sharing Services.

25.34 In such circumstances, the Access Provider will be required to provide written notice to the Access Seeker explaining the reasons for the capacity constraint, with reference to the relevant factors considered. The notice must also outline any steps the Access Provider has taken, or proposes to take, to augment capacity, including any actions under the capacity augmentation provisions. Where it can reasonably be determined, the Access Provider must also indicate an expected timeframe within which capacity may become available (if it anticipates future availability).

25.35 In response to YTLC's submission, MCMC also notes that MCMC proposes to list a new Access to In-Building Mobile Systems service and access to IBS will be provided under this service, not Infrastructure Sharing. However, in response to YTLC's concerns about limited availability of IBS capacity, MCMC proposes to apply substantially the same amendments as it is proposing to subsection 6.8.20 to the new Service Specific Obligations for Access to In-Building Mobile Systems.

Other proposals to address identified impediments in gaining access to Infrastructure Sharing

25.36 DNB, Edotco, Maxis, TM, YTLC and another operator reported the following impediments in gaining access to Infrastructure Sharing and proposed the following obligations to subsection 6.8:

(a) **DNB:** impediments include lengthy approval processes and high rental costs;

(b) **Edotco:** there are impediments in gaining access to Infrastructure Sharing including that deployment sites often come with additional unforeseeable challenges;

(c) **TM:** Malaysia's dual 5G network requires shared deployment for indoor systems (CAS/Distributed Antenna System (**DAS**)/IBS/small cells) and shared macro towers. Impediments include discretionary approval processes for structures and escort/no-access delays at unmanned sites. TM

proposed obligations including deemed delivery with liquidated damages for breaches, pass/fail approvals against MTSFB codes and an open data register for outdoor structures;

(d) **YTLC:** delays in physical access for installation or maintenance and lack of alternatives when access is denied. YTLC proposes strengthening subsection 6.8 by:

(i) applying proportionate technical requirements, imposing interference tests only when risk-based and justified not as a default; and

(ii) requiring Access Providers to provide timely and unhindered physical access for installation, maintenance and rectification; and

(e) Another operator submitted that Infrastructure Sharing is generally of limited relevance to MVNOs but obligations should require transparency on any impact to MVNO service quality where sharing affects performance.

25.37 MCMC notes DNB's submission that lengthy approval processes and high rental costs represent material impediments to accessing Infrastructure Sharing services, and Edotco's submission that deployment sites often come with additional unforeseeable challenges. MCMC considers that the existing provisions of subsection 6.8 already address concerns regarding approval and delivery timelines to a significant extent. In particular:

(a) subsection 6.8.3 requires Access Providers to acknowledge receipt of each Order for Infrastructure Sharing within two Business Days;

(b) subsection 6.8.4 requires Access Providers to notify acceptance or rejection of an Order within ten Business Days of issuing the Notice of Receipt or completing post-Order Service Qualification; and

(c) subsection 6.8.5 prescribes indicative delivery timeframes for each category of infrastructure, ranging from ten Business Days for fixed telecommunications poles to 120 Business Days for new Common Antenna Systems in High Priority Areas, with monthly progress updates required throughout.

25.38 MCMC proposes to carry across these provisions (as relevant) into the Service Specific Obligations for the Access to In-Building Systems service, under which access to mobile in-building systems will be provided under MCMC's proposals in the Access List chapter of this PI Paper.

25.39 MCMC is of the view that view that these provisions establish a structured and time-bound order management process that directly addresses concerns about lengthy approval timelines.

25.40 Regarding rental costs, MCMC notes that pricing for Infrastructure Sharing is governed by the MSAP. The MSA is not the appropriate instrument through which to regulate the quantum of rental costs.

25.41 MCMC notes another operator's submission that obligations should require transparency on any impact to MVNO service quality where Infrastructure Sharing affects performance. MCMC acknowledges this concern but notes that subsection 6.8 governs the relationship between Access Providers and Access Seekers. MVNOs sit downstream of that relationship as customers of the host operator and are not direct parties to Infrastructure Sharing arrangements under the MSA. Accordingly, this concern cannot be directly addressed through subsection 6.8.

25.42 In response to YTLC's comments on physical access, MCMC considers that YTLC's concerns are substantively addressed by subsections 6.8.7 to 6.8.10, which establishes a comprehensive physical access framework including access rights, prescribed escort obligations and timeframes and the right to proceed without an escort where one fails to arrive within the prescribed period.

25.43 MCMC acknowledges YTLC's proposal on proportionality but is not persuaded that an express proportionality requirement should be incorporated into subsection 6.8. Interference assessments serve legitimate purposes in protecting the integrity of shared infrastructure.

Proposals to address identified impediments in supplying Infrastructure Sharing

25.44 GTP Network, Maxis, PDC, PPIT, TM and SACOFA reported impediments in supplying Infrastructure Sharing and proposed the following obligations to subsection 6.8:

(a) **GTP Network:** impediments are largely external to the MSA, caused by non-licensee stakeholders such as local authorities and private landlords. Additional MSA obligations in subsection 6.8 should address the following issues:

(i) regulatory fragmentation: inconsistent, complex and costly PBT processes across states. MCMC should standardise fees and processes and treat telecom infrastructure as essential utilities;

(ii) notification constraints: the inability to report PBT-related delays to MCMC as it risks damaging relationships with authorities which are vital for future permit approval;

(iii) outdated planning guidelines: current setback requirements (e.g. 20-meter buffers) are incompatible with 5G densification so planning guidelines should be revised to allow structures closer to buildings to support small-cell deployment; and

(iv) public and market interference: rollouts are stalled by unfounded EMF health concerns and anti-competitive behaviour where operators aggressively displace existing Access Providers, requiring stronger MCMC advocacy;

(b) **PDC and PPIT:** there are multiple impediments mostly caused by non-licensee parties under the MSA. These include:

(i) restrictions in heritage and high-impact zones (e.g. UNESCO sites) limit activities like excavation and micro-trenching and coordination issues with utility providers further complicate deployment;

(ii) reluctance by providers not reporting issues to MCMC to maintain good relationships with local authorities, as site licenses depend on them this means that delays caused by local authorities are usually handled directly by the provider without notifying MCMC;

(iii) high rental costs can make projects economically unviable if not absorbed by Access Seekers; and

(iv) some Access Providers act unethically by taking over sites from other Access Providers; and

(c) **TM:** impediments include differing council and One-Stop Agency processes for outdoor approvals, restrictions by state governments which prevent erection of structures in TM compounds, rooftops and billboards, forced removal of equipment from rooftops and billboards and rate hikes by state agencies.

25.45 PDC and PPIT also made the following recommendations:

(a) as telecommunications services are generally considered as a "public utility", MCMC should streamline processes required by local authorities and standardise guidelines, fees and requirements across all local authorities to ensure consistency;

(b) increased public complaints, including politically motivated ones, have slowed rollouts and MCMC should help educate the public on health concerns related to radio cells;

(c) current guidelines on permitted radius for telecom structures (10–20 meters) should be revised to suit 5G requirements and allow closer proximity to buildings; and

(d) policies should treat telecom structures like other utilities (e.g. electricity poles and water pipes) and waive buffer requirements where necessary to meet public demand for connectivity.

25.46 MCMC observes that most impediments identified by stakeholders are attributable to non-licensee third-parties that are beyond the direct regulatory jurisdiction of the Access List and MSA. Accordingly, MCMC is not in a position to impose binding obligations on those parties through the MSA.

Deregulation or reduced regulation

25.47 GTP Network noted that Infrastructure Sharing has reached market maturity and should be deregulated to allow for efficient commercial operation, but also provided proposed changes, set out in other parts of this section 25, should the service be retained.

25.48 PDC and PPIT also did not see the need for Infrastructure Sharing to continue to be regulated, noting that the service has matured despite the number of existing impediments. It also provided proposed changes should the service be retained.

25.49 GTP Network and PPIT and PDC recommend removing Service Specific Obligations for Infrastructure Sharing Services. GTP Network and PPIT and PDC report that, so long as these obligations remain, an indemnity for equipment damage and a restriction on re-sale should be included.

25.50 Edotco believes that Infrastructure Sharing should be defined in the Access List but does not need to be spelled out in the MSA. Edotco requests that MCMC review all circumstances affecting Edotco's deployment timeline for infrastructure sharing as many of these circumstances are unavoidable.

25.51 In response to submissions from GTP Network, PDC and PPIT that Infrastructure Sharing has reached market maturity and should be deregulated to allow for efficient commercial operation, MCMC's view is that there remains a strong regulatory basis for maintaining Infrastructure Sharing on the Access List. MCMC's detailed views on this are set out in section 11 of the PI Paper on Review of Access List. It also remains appropriate to continue imposing Service Specific Obligations. MCMC does not consider that reliance on the general Content Obligations in the MSA is sufficient to deliver efficient outcomes in relation to Infrastructure Sharing, given the specific technical and economic features of this service.

Forecasting

25.52 GTP Network, PDC and PPIT proposed removing forecasting for Infrastructure Sharing services or making it binding. These stakeholders noted that the current non-binding 1 year forecast in paragraph 6.8.2(a) lacks commercial utility, as it is misaligned with the long-term nature of these arrangements (where contracts commonly span 10 years or more) and is frequently disregarded. It proposes that this requirement either be removed or amended to become binding on Access Seekers (via an expansion of subsection 5.6.3) to ensure genuine resource planning.

25.53 Regarding these concerns, MCMC has the following observations:

(a) The *forecasting provisions* in subsection 6.8.2 are binding in the sense that they allow an Access Provider to request such forecasts under subsection 5.6.6.

(b) However, the forecasts themselves are non-binding, as per subsection 5.6.5, except under the mechanism in subsection 5.6.3 (which deems confirmed forecasts to be "Orders" and therefore makes them binding in practice). Subsection 5.6.3 is already a general obligation applicable to all Services and Facilities, including Infrastructure Sharing. Accordingly, MCMC does not consider there to be any need to expand subsection 5.6.3 to specifically apply to Infrastructure Sharing.

(c) The 1-year time period under subsection 6.8.2 is intended to assist Access Providers with short-term capacity planning. Requiring Access Seekers to provide forecasts over a longer period is likely to create barriers to access for Access Seekers and prevent facilities from being used in a dynamic way.

(d) Given rapid changes in technology over time, it is also unlikely that Access Seekers will be able to accurately provide forecasts for a long period, such

as 10 years. The utility of such forecasts for the Access Provider is likely to be minimal and it would also be disproportionate to render such as forecasts binding, as this would effectively bind Access Seekers to outcomes (regarding acquisition of Infrastructure Sharing) that they are not able to reasonably foresee.

(e) Finally, MCMC notes that a 10-year forecast period may be inconsistent with the non-discrimination and Equivalence of Inputs principles, if the Access Provider does not request forecasts of the same duration from its own downstream arm.

25.54 Accordingly, MCMC does not propose to amend the forecasting obligations applicable to Infrastructure Sharing.

Billing cycles, escorts and site registers

25.55 GTP Network, PPIT, PDC and Edotco suggested the following amendments to billing cycles and escort protocols:

(a) **GTP Network:** prescriptive obligations regarding billing cycles and escort protocols under subsections 6.8.6 and 6.8.9 should be removed as operational details vary by site and client, and are best left to negotiation;

(b) **PDC and PPIT:** billing cycle and escort provisions under subsections 6.8.6 and 6.8.9 should be left to negotiation; and

(c) **Edotco:** escorts and absence of escorts under subsections 6.8.9 and 6.8.10 should be able to be negotiated between parties. Edotco notes it has its own process and procedure with regards to site access that Access Seekers have not objected to.

25.56 MCMC considers that the billing cycle requirements under subsection 6.8.6 create an appropriate regulatory baseline, by prescribing a standard billing cycle (annual in the first year and monthly in subsequent years). However, subsection 5.11.3 permits a different Billing Cycle to be agreed in an Access Agreement, providing commercial flexibility to the parties.

25.57 In response to the concerns raised around escorts, MCMC considers that the escort framework serves an important protective function for Access Seekers by ensuring that physical access to infrastructure, a prerequisite for the deployment and operation of network equipment, is not unreasonably delayed or frustrated by Access Provider escort requirements.

25.58 Subsection 6.8.9 incorporates a degree of flexibility by linking escort obligations by reference to the Access Provider's own internal practices – i.e. an Access Provider may only require an escort where it requires one for its own personnel in the same circumstances. However, MCMC proposes to amend subsection 6.8.9 to align the with the amendments proposed to the escort provisions for Pole, Duct and Manhole Access, as explained at paragraph 28.22(a). This will create greater flexibility for Access Providers by ensuring that, where the Access Provider does not require an escort for its own employees (and only requires an escort for its contractors), it can still require escorts for Access Seeker employees and contractors.

25.59 GTP Network, PDC and PPIT submitted that subsection 6.8.11 should be clarified to state that the site register must be maintained and made available at the Access Provider's specific site to facilitate immediate on-site inspection and verification by the Access Provider.

25.60 MCMC invites further stakeholder views about this proposal. At present, subsection 6.8.11 only requires the Access Seeker to maintain a site register and make it available to the Access Provider on request. MCMC's concern with mandating that the site register be available on-site is that this may be unduly constraining for the Access Seeker, especially if the site register is kept in a digital form (hosted remotely) that may not be readily available for on-site inspection.

Technical and operational requirements

25.61 Edotco, Maxis, TM and YTLC made the following submissions about technical and operational requirements:

(a) **Edotco**: under subsection 6.8.8, Access Seekers should be required to use protective gear and hold the necessary certifications, in line with occupational health and safety laws and regulations, when accessing high-rise facilities;

(b) **Edotco**: there are difficulties with implementing site access requirements because they depend on landlords, making 24/7 access for operations and maintenance difficult. Power supply connectivity is also an issue when landlords fail to comply with Tenaga Nasional Berhad requirements;

(c) **Maxis**: subsection 6.8.4 should be amended to include a reference to "Technical Proposal", meaning that Access Providers must notify Access Seekers of acceptance or rejection within 10 Business Days for both an order or a "Technical Proposal", depending on whether a post-order service qualification is required and also add a new clarification stating that both an order and a "Technical Proposal" remain valid for six months after acceptance, during which the Access Provider must reserve the site and is prohibited from offering or allocating the same facilities to any other operator;

(d) **Maxis**: service levels for Common Antenna Systems should be introduced under subsection 6.8.17, noting that the MSA only addresses outdoor infrastructure and provides no performance benchmarks for IBS, giving Access Providers little incentive to maintain indoor service quality. Maxis proposes that the service levels classify faults into three severities:

(i) level 1 (critical) involves complete service loss or unusable service due to major hardware or performance failures, requiring a 30 minute response time, updates every 1 hour, restoration within 4 hours and full rectification and an incident report within 1 day;

(ii) level 2 (major) covers severe performance degradation affecting customers, with a 1 hour response time, updates every 4 hours, restoration within 6 hours, rectification within 7 days and an incident report within 5 days; and

(iii) level 3 (minor) includes coverage issues from faulty DAS components, requiring a 1 hour response time, updates every 6 hours, restoration within 8 hours, rectification within 21 days and an incident report within 5 days;

(e) **Maxis**: subsection 6.8.7 should be amended to include a reference to "Technical Proposal" making it clear that access obligations apply not only when fulfilling an order but also when fulfilling a Technical Proposal, as a Technical Proposal is the common instrument used for operations and maintenance activities; and

(f) **TM**: introduce pass/fail approvals aligned with national codes.

25.62 In response to Edotco's submission on including an obligation on Access Seekers to use protective gear and hold necessary certifications in line with occupational health and safety laws when accessing high-rise facilities, MCMC considers this to be a reasonable proposal in principle. However, MCMC notes that compliance with occupational health and safety laws and regulations is already a legal obligation that applies to all persons accessing work sites by virtue of applicable legislation, independent of the MSA. The MSA need not replicate statutory obligations that already apply as a matter of law.

25.63 MCMC notes Edotco's submission that implementing site access requirements is difficult where access depends on landlords, making 24/7 operations and maintenance access difficult, and that power supply connectivity is an issue where landlords fail to comply with Tenaga Nasional Berhad requirements. MCMC acknowledges these concerns but notes that landlords are non-licensee third-parties that fall outside MCMC's direct regulatory jurisdiction and the MSA cannot impose obligations on landlords.

25.64 Regarding Maxis' proposal to refer to "Technical Proposals" in subsections 6.8.4 and 6.8.7, MCMC notes that the MSA does not currently have a concept of "Technical Proposal". MCMC invites further submissions from stakeholders about whether the Service Specific Obligations should more broadly recognise "technical proposals" and, if so, what obligations should apply in respect of them.

25.65 In response to the Common Antenna Systems service levels proposed by Maxis, MCMC has proposed service levels within the Service Specific Obligations for the new Access to In-Building Mobile Systems service (see Annexure 3 of this document) and invites stakeholder views on these proposals, as part of their general response to the Service Specific Obligations for the new Access to In-Building Mobile Systems service.

25.66 MCMC notes TM's submission that approvals under subsection 6.8 should be structured as pass/fail assessments aligned with national technical codes but seeks further information on the specific requirements proposed on how TM envisages this approach operating in practice.

Service assurance times for difficult-to-access sites

25.67 GTP Network, PDC and PPIT noted the following in respect of the target times for Infrastructure Sharing:

(a) **GTP Network:** the current framework is impractical as it lacks geographic nuance, and standard response and temporary restoration times are often unachievable for sites in remote areas, offshore islands or restricted-access zones such as military bases. GTP Network recommends amending the MSA to include specific exclusions or extended SLA allowances for such "difficult-to-access" locations to reflect logistical realities; and

(b) **PDC and PPIT:** response and restoration times may not be achievable for remote or difficult-to-access sites such as islands or army camps, and having no exceptions is onerous.

25.68 In relation to these submissions, MCMC invites stakeholders to propose specific assurance timeframes that they consider would be reasonable in relation to difficult-to-access or remote sites. These should include all elements in subsection 6.8.17 (response time, progress update frequency, temporary restoration time, rectification time and incident report issuance). MCMC will then consider whether it is appropriate to amend subsection 6.8.17 with updated assurance times.

Other issues

25.69 Maxis submitted that:

(a) subsection 6.8.13 should be amended so that the utilities and ancillary services should be included as part of the Access Provider's offering and therefore the utilities and ancillary costs should be borne by the Access Provider;

(b) a new section be introduced to ensure that charges for new or additional equipment installed by the Access Seeker only begin once a Permit to Work is issued for installation or decommissioning. Currently, Access Seekers are charged during the Access Provider's administrative review period, resulting in payment for equipment not yet installed; and

(c) a new section be introduced to ensure that Access Providers are solely responsible for all permitting obligations and associated costs for its own network facilities, including the full financial burden of all costs without pass-through to Access Seekers. Since permitting expenses are inherently linked to the ownership of the infrastructure, it is inequitable for Access Seekers to bear these costs as mere users of the facility. The current ambiguity allows unfair cost-shifting and pass-through of permit costs, creating hidden financial barriers and unnecessary disputes.

25.70 REDtone suggested that subsection 6.8.12 (utilities and ancillary services) may require reassessment, as service providers operating in rural and remote areas face practical challenges such as the inability to provide road access to very remote sites. Exemptions or modified requirements for these locations should be considered.

25.71 YTLC submitted that Infrastructure Sharing plays an increasingly important role in supporting government initiatives and USP-funded deployments reinforce the need for timely, unhindered access to shared infrastructure for installation, maintenance and rectification, along with clearer expectations for cooperation.

25.72 TM and YTLC also suggested uplifting neutral-host systems with TM stating that neutral-host indoor obligations should be elevated and YTLC requested greater support in multi-operator and neutral-host infrastructure sharing, including IBS.

25.73 In relation to Maxis' proposal, MCMC does not consider it reasonable for the Access Provider to bear all costs for utilities and ancillary services. Subsection 6.8.13 currently requires that utility and ancillary costs be apportioned on fair and equitable principles and mutually agreed between the Access Provider and all Access Seekers at the relevant location. This framework appropriately reflects the shared nature of Infrastructure Sharing arrangements, where utility and ancillary costs are reasonably attributable to all users and requiring the Access Provider to bear these costs would effectively subsidise Access Seekers.

25.74 To provide further clarity on cost apportionment principles, MCMC proposes to amend subsection 6.8.13 to specify that costs are to be apportioned "*in accordance with the cost causation principle and fair and equitable principles*". The reference to cost causation is intended to provide further guidance for apportioning costs as between the Access Provider and Access Seekers.

25.75 In relation to costs of permits for the Access Provider's network facilities, MCMC invites further views from stakeholders. MCMC considers that permit costs have some characteristics of utilities and ancillary services, in that they are borne by the Access Provider in relation to the site as a whole (for all users). Accordingly, it may be more appropriate to allow for these costs to be apportioned between the Access Provider and all Access Seekers on a fair and equitable basis (rather than being borne exclusively by the Access Provider, as per Maxis' proposal). However, before making a more concrete proposal, MCMC wishes to obtain further views from stakeholders regarding their experience with these costs and what they consider to be the reasonable position.

25.76 MCMC notes Maxis' submissions that charges for new or additional equipment should commence only upon issuance of a Permit to Work. MCMC considers this proposal to be reasonable in principle. MCMC notes that "Permit to Work" is not a concept currently used in the MSA and invites stakeholders for submissions on what the appropriate trigger should be for commencing charges for new or additional equipment.

25.77 In response to REDtone, MCMC acknowledges that rural and remote deployment environments present genuine practical challenges but considers that subsection 6.8.12 already qualifies the Access Provider's obligation to provide utilities and ancillary services by reference to whether those services are "*within the Access Provider's control*". MCMC considers that this existing qualification provides a degree of flexibility for circumstances where road access is legitimately beyond the Access Provider's control.

25.78 MCMC acknowledges the importance of Infrastructure Sharing in supporting government connectivity initiatives, including USP-funded deployments but doesn't consider any amendments to subsection 6.8 are necessary to reflect the same.

MCMC preliminary view

25.79 MCMC proposes to retain the Service Specific Obligations for Infrastructure Sharing, subject to the following amendments:

Reference	Summary of proposed change	MCMC rationale
6.8 (general)	MCMC proposes to amend all references to "*fixed telecommunications poles*" in subsection 6.8 to "*poles used for mobile network equipment*", including in subsections 6.8.5, 6.8.16 and 6.8.19.	This is a consequential change to reflect that only poles for mobile network deployments will fall within the scope of Infrastructure Sharing, based on MCMC's proposal to move poles for fixed network deployments to the expanded Pole, Duct and Manhole Access service.
6.8.5	MCMC proposes the following changes to subsection 6.8.5: *"6.8.5* ***Indicative delivery timeframe****: For the purposes of paragraph 5.7.13(a)(i) of this Standard, the indicative delivery timeframe for Infrastructure Sharing is:* *(a) for ground-based towers and new sites, ninety (90) Business Days;* ~~*and*~~ ~~*(b) for Common Antenna Systems in High Priority Areas:*~~ ~~*(i) which are existing Common Antenna Systems, forty (40) Business Days; and*~~ ~~*(ii) which are new Common Antenna Systems, one hundred and twenty (120) Business Days;*~~ *(*~~*c*~~*b) for* ~~*fixed telecommunications*~~ *poles used for mobile network equipment, ten (10) Business Days; and* *(*~~*d*~~*c) for all other structures (including street furniture), forty (40) Business Days.* ~~*For clarification, t*~~*The indicative delivery timeframe in this subsection 6.8.5 commences:* *(d) where Access Provider requires one or more new permits or approvals from a government authority or other third-party to provide Infrastructure Sharing, from the date that Access Provider has obtained all such permits and approvals, subject to Access Provider using its best endeavours to*	This amendment responds to concerns from operators that the delivery timeframes are impacted by permitting delays outside their reasonable control. It also removes delivery timeframes for infrastructure types that are proposed to be covered by other services (namely, the proposed new Access to In-Building Systems and Pole, Duct and Manhole Access services).

	apply for and obtain all such permits and approvals in a timely manner; and *(e) in all other circumstances, from the Notice of Acceptance or confirmation of the Order (as applicable) in accordance with subsection 5.7.14 of this Standard. The Access Provider shall provide progress updates of the site delivery to an Access Seeker on a monthly basis."*	
6.8.9	MCMC proposes the following amendment to subsection 6.8.9: *"An Access Provider is only permitted to require an escort to be present when nominated employees and/or contractors of the Access Seeker wish to enter into the Access Provider's property if the Access Provider requires an escort for its own ~~employees or~~ contractors in the same circumstances. If an Access Provider determines that it is necessary to have an escort present when the nominated employees and/or contractors of the Access Seeker wish to enter into the Access Provider's property, the Access Provider shall:* *[…]"*	This amendment would allow Access Providers to require an escort for Access Seeker employees and contractors, even if Access Provider does not require an escort for its own employees (provided it requires an escort for its own contractors). See paragraph 25.58.
6.8.13	MCMC proposes the following amendment to subsection 6.8.13: *"6.8.13 **Cost**: The utility and ancillary costs in respect of the network facilities provided by the Access Provider to the Access Seeker as contemplated in subsection 6.8.12 of this Standard shall be apportioned (in accordance with the cost causation principle and fair and equitable principles) and mutually agreed between the Access Provider and all Access Seekers at the relevant location."*	This amendment is intended to provide greater clarity about how utility and ancillary costs are to be apportioned between the Access Provider and Access Seekers.
6.8.14	MCMC proposes to delete this subsection: *"6.8.14 [Not used]~~**Augmentation of Common Antenna Systems**: The Access Provider shall use all reasonable endeavours to augment in-building Common Antenna Systems to the extent required to enable the Access Provider to supply access to such in-building Common Antenna Systems on request by an Access Seeker.~~"*	This subsection relates to augmentation of Common Antenna Systems. It will be dealt with in the Service Specific Obligations for the new Access to In-Building Mobile Systems service.
6.8.19	MCMC proposes to make the following changes to subsection 6.8.19: *"6.8.19 **Grounds for refusal**: In addition to the grounds for refusal in subsection 5.4.11 of this*	This amendment clarifies that utilisation for critical government services is assessed at the time of the Access Request.

	Standard, an Access Provider may, based on reasonable safety and security reasons, refuse an Order Request to poles used for mobile network equipment ~~fixed telecommunication poles~~ that are being utilised at the time of the Access Request for critical government services, including in connection with government agencies, the military or the police."	It also removes the reference to fixed telecommunication poles, to reflect these poles being moved to the expanded Pole, Duct and Manhole Access service.
6.8.20	MCMC proposes to make the following changes to subsection 6.8.20: *"[…]* *(d) if an Access Provider determines that space is unavailable or insufficient to fulfil an Order for Infrastructure Sharing Services, the Access Provider must provide the Access Seeker with written notice setting out:* *(i) the specific basis for the space constraint, with reference to the factors in paragraph 6.8.20(b);* *(ii) the steps, if any, that the Access Provider has taken or proposes to take to augment the available space; and* *(iii) where the Access Provider reasonably anticipates that space will become available, an indicative timeframe within which such space is expected to become available, to the extent this can reasonably be determined at the time of notification."*	MCMC considers that this amendment addresses any information asymmetry that leaves Access Seekers unable to assess whether a refusal is genuinely justified.
6.8.21 (new provision)	MCMC proposes to add a new subsection 6.8.21 with the following text: *"6.8.21 **Notice regarding MOCN/MORAN Arrangements**: An Access Seeker must notify the Access Provider before:* *(a) installing any equipment used in connection with a MOCN/MORAN Arrangement within the Access Provider's facility; or* *(b) upgrading existing equipment within the Access Provider's facility for use in connection with a MOCN/MORAN Arrangement."*	This amendment would ensure that Access Providers obtain information about whether Access Seekers are using the Access Provider's facility for MOCN/MORAN equipment.
6.8.22 (new provision)	MCMC proposes to add a new subsection 6.8.22 with the following text: *"6.8.22 **Restriction on consent for MOCN/MORAN Arrangements**: An Access Provider of Infrastructure Sharing must not*	This amendment would ensure that infrastructure providers do not unduly restrict entry into MOCN/MORAN arrangements by Access Seekers due to concerns

	require an Access Seeker to obtain the Access Provider's consent in relation to: *(a) the Access Seeker's entry into a MOCN/MORAN Arrangement; or* *(b) the Access Seeker's installation and upgrade of equipment used in connection with a MOCN/MORAN Arrangement within the Access Provider's facility, except to the extent to which the installation or upgrade of such equipment is not in compliance with any reasonable technical parameters (e.g. weight load) set by the Access Provider."*	about revenue loss or other reasons.
6.8.23 (new provision)	MCMC proposes to add a new subsection 6.8.23 with the following text: *"6.8.23* ***Pricing principles for towers used in connection with MOCN/MORAN Arrangements****: Where an Access Provider provides Infrastructure Sharing to an Access Seeker in the form of tower access, the charges for such Infrastructure Sharing must comply with the following principles:* *(a) the Access Provider must not charge an Access Seeker a higher price for Infrastructure Sharing for the sole reason that the Access Seeker's use of the tower (including the equipment installed on the tower) is in connection with a MOCN/MORAN Arrangement;* *(b) if the Access Provider incurs additional costs to provide Infrastructure Sharing that are directly attributable to the Access Seeker using the tower in connection with a MOCN/MORAN Arrangement, the Access Provider may charge the Access Seeker an additional fee that is equal to such additional costs; and* *(c) if an Access Seeker's entry into a MOCN/MORAN Arrangement reduces the total number of users of a tower, the Access Provider may increase the charges for that Access Seeker (and third-parties) in accordance with the charges it would ordinarily apply for that number of users of the tower. However, any such price increase must comply with paragraph 6.8.23(a)."*	This provision seeks to respond to stakeholder concerns about tower pricing where access to Infrastructure Sharing is in connection with a MOCN or MORAN arrangement. It seeks to create a set of pricing principles of tower access in these circumstances, without regulating the actual price (in Ringgit Malaysia) charged by the Access Provider.
3	MCMC proposes to add a new definition of "MOCN/MORAN Arrangement" in section 3 of the MSA, as follows: *""MOCN/MORAN Arrangement" means any active network sharing in the form of a Multi-Operator Core Network or Multi-Operator Radio Access*	This change is consequential to the introduction of proposed new subsections 6.8.21, 6.8.22 and 6.8.23.

	Network arrangement, regardless of whether such arrangement is pursuant to the 4G Multi-Operator Core Network ("MOCN") Access service or is agreed commercially between the Access Seeker and one or more third-parties."	

Questions

Question 47:	What are your views on the delivery timeframes under subsection 6.8.5 commencing only upon the Access Provider having obtained all necessary permits (where such permits are required)? Should the timeframes be shortened to reflect this different starting point?
Question 48:	What are your views on requiring Access Seekers of Infrastructure Sharing to maintain a site register (under subsection 6.8.11) at the Access Provider's specific site? Would this be a practicable requirement?
Question 49:	Should any obligations be imposed in relation to "technical proposals" in subsection 6.8 (e.g. timeframes for acceptance or rejection of a technical proposal under subsection 6.8.4 or allowing physical access to fulfil a technical proposal under subsection 6.8.7)? If so, how should "technical proposals" be defined and what specific obligations should apply?
Question 50:	What service assurance timeframes should apply for difficult-to-access or remote Infrastructure Sharing sites under subsection 6.8.17? Please provide specific details for all relevant elements (response time, progress update frequency, temporary restoration time, rectification time and incident report issuance).
Question 51:	Do you consider that permitting costs incurred by Access Providers of Infrastructure Sharing should be borne solely by the Access Provider or shared with all Access Seekers? Please provide reasons.
Question 52:	What are your views on introducing a new obligation in subsection 6.8 that charges for new or additional equipment installed by the Access Seeker can only commence once a Permit to Work is issued for installation? How should "Permit to Work" be defined, or do you consider a different start time to be more appropriate for charging purposes?
Question 53:	What are your views on MCMC's proposed amendment to subsection 6.8.13 to refer to the "cost causation principle" in apportioning utility and ancillary costs between the Access Provider and Access Seekers?
Question 54:	What are your views on the proposed new subsections 6.8.21, 6.8.22 and 6.8.23 of the MSA, which regulate Access Provider and Access Seeker rights and pricing principles for Infrastructure Sharing used in relation to MOCN/MORAN arrangements?

26 Network Co-Location Service

Overview

26.1 Subsection 6.9 of the MSA sets out the detailed terms applying specifically to access to the Network Co-Location Service.

26.2 In its informal questionnaire on the MSA for this review, MCMC asked operators for feedback on their experience with Network Co-Location Services, more specifically:

(a) if operators faced any impediments in gaining access to such services and if so, what those impediments were; and

(b) considering technical, functional and marketplace changes which are currently taking place or foreseeable in the future, what changes (if any) were recommended.

26.3 MCMC received a small number of responses on subsection 6.9 of the MSA, which are discussed below along with MCMC's views.

Submissions received and MCMC assessment

26.4 CelcomDigi, Fibrecomm Network, Maxis, Pr1ma, TIME and TM are generally satisfied with the processes for gaining access to Network Co-Location Services and did not identify any impediments.

26.5 Fibrecomm Network, Maxis, Pr1ma, and TIME did not propose any changes to the obligations in subsection 6.9 of the MSA.

26.6 YTLC suggested that, while general access request timelines already apply under the MSA, subsection 6.9 could be enhanced to introduce specific timelines for co-location-related processes such as site surveys, feasibility assessments and communication of outcomes to complement the existing framework and help reduce practical deployment delays. YTLC also noted that some Access Providers do not want to include Network Co-Location Services in Access Agreements where the service has not been previously acquired.

26.7 TM submitted that provisioning of the Network Co-Location Service requires site preparation, equipment installation and compliance with building or safety regulations, and delays may arise from space constraints or third-party building management approvals. Longer timeframes should be recognised for these complexities.

26.8 TM also submitted that, under paragraph 6.9.13(a), co-location site lists should not be published on public websites and should be shared in Access Agreements or upon request. This is for security reasons.

26.9 MCMC has noted YTLC's submission regarding specific timeframes for network colocation-related processes. Subsection 6.9.5 currently sets out an indicative delivery timeframe of 20 Business Days for Network Co-Location. If stakeholders consider that differentiated delivery timeframes are needed for different types of Network Co-Location Services, MCMC invites stakeholders to provide concrete proposals about the timeframes they consider are appropriate for each activity.

26.10 With respect to the Access Provider's refusal to include Network Co-Location Services in Access Agreements, MCMC reiterates that section 149 of the CMA, subject to limited exceptions, makes it mandatory for an Access Provider to provide access to their network facilities or services listed in the Access List. Such access can only be refused on limited grounds as specified in the MSA.

26.11 Regarding TM's request for longer timeframes for provisioning of the Network Co-Location Service, no other stakeholder has raised any issues about the length of the provisioning timeframes. Accordingly, MCMC invites further submissions from stakeholders on this matter, but at this stage does not consider there is sufficient basis for extending the delivery timeframes in the MSA.

26.12 Regarding TM's submission that co-location site lists should not be made publicly available, MCMC does not consider that there are sufficient security concerns to warrant making this information available only on request. The information that needs to be published under subsection 6.9.13 is general location information that allows the co-location site to be identified. This obligation does not require the publication of sensitive information about the technical characteristics of the site which may give rise to security concerns.

MCMC preliminary views

26.13 MCMC proposes to retain subsection 6.9 with the modifications set out in the table below.

26.14 These modifications are made for consistency with amendments to the Service Specific Obligations for other Facilities and Services, as explained below.

Reference	Summary of proposed change	MCMC rationale
6.9.10	MCMC proposes the following amendment to subsection 6.9.10: *"An Access Provider is only permitted to require an escort to be present when nominated employees and/or contractors of the Access Seeker wish to enter into the Access Provider's property if the Access Provider requires an escort for its own ~~employees or~~ contractors in the same circumstances. If an Access Provider determines that it is necessary to have an escort present when the nominated employees and/or contractors of the Access Seeker wish to enter into the Access Provider's property, the Access Provider shall:* *[…]"*	This amendment would allow Access Providers to require an escort for Access Seeker employees and contractors, even if Access Provider does not require an escort for its own employees (provided it requires an escort for its own contractors). This change is made for consistency with amendments made to the Service Specific Obligations for Infrastructure Sharing – see paragraph 25.58.
6.9.25	MCMC proposes the following amendment to subsection 6.9.25: *"6.9.25 **Cost**: The utility and ancillary costs in respect of the network facilities as contemplated in subsection 6.9.24 of this Standard shall be apportioned (in accordance with the cost*	This amendment is intended to provide greater clarity about how utility and ancillary costs are to be apportioned between the Access Provider and Access Seekers.

	causation principle and fair and equitable principles) between the Access Provider and all Access Seekers at the relevant location."	This change is made for consistency with amendments made to the Service Specific Obligations for Infrastructure Sharing – see paragraph 25.74.

Questions

Question 55:	Are the operators facing any specific issues in relation to provisioning timeframes set out in subsections 6.9.3, 6.9.4 and 6.9.5 as an Access Provider or an Access Seeker? If yes, please provide details of the specific issues faced and your proposed changes to the timeframes.
Question 56:	Do operators consider it appropriate to have more granular or differentiated delivery timeframes for different types of Network Co-Location Services? If so, please propose the specific timeframes that should apply to each type of service or activity.

27 Domestic Connectivity to International Services

Overview

27.1 Subsection 6.10 of the MSA currently sets out a series of Service Specific Obligations that apply in respect of access to Domestic Connectivity to International Services.

Discussion and MCMC preliminary views

27.2 All operators who submitted on this subsection reporting facing no impediments in gaining access to Domestic Connectivity to International Services and therefore did not propose any changes to subsection 6.10 of the MSA.

27.3 MCMC accordingly does not propose to make any substantive changes to the Service Specific Obligations that apply to Domestic Connectivity to International Services.

27.4 However, for consistency with other Service Specific Obligations, MCMC proposes to amend subsection 6.10 as set out in the table below.

Reference	Summary of proposed change	MCMC rationale
6.10.11	MCMC proposes the following amendment to subsection 6.10.11: *"An Access Provider is only permitted to require an escort to be present when nominated employees and/or contractors of the Access Seeker wish to enter into the Access Provider's property if the Access Provider requires an escort for its own ~~employees or~~ contractors in the same circumstances. If an Access Provider determines that it is necessary to have an escort present*	This amendment would allow Access Providers to require an escort for Access Seeker employees and contractors, even if Access Provider does not require an escort for its own employees (provided it requires an escort for its own contractors). This change is made for consistency with amendments

	when the nominated employees and/or contractors of the Access Seeker wish to enter into the Access Provider's property, the Access Provider shall: *[…]"*	made to the Service Specific Obligations for Infrastructure Sharing – see paragraph 25.58.

Question

Question 57:	Do operators consider the current Service Specific Obligations for the Domestic Connectivity to International Service to be sufficient? Please detail any proposed addition, deletion or amendment to the existing terms.

28 Pole, Duct and Manhole Access

Overview

28.1 Subsection 6.11 of the MSA sets out detailed terms that apply specifically to Duct and Manhole Access.

Discussion

Amendments to reflect change in service scope to Pole, Duct and Manhole Access.

28.2 As set out in section 17 of the PI Paper on Review of Access List, MCMC proposes to amend the name of this service to "Pole, Duct and Manhole Access" and to expand its scope to cover poles used for fixed deployments, alongside ducts and manholes.

28.3 MCMC therefore proposes to amend the heading of subsection 6.11 to "POLE, DUCT AND MANHOLE ACCESS", and to change all references to "Duct and Manhole Access" in the MSA to "Pole, Duct and Manhole Access".

28.4 MCMC also proposes to make changes to incorporate references to poles with the substantive obligations of subsection 6.11. These include:

(a) clarifying in subsection 6.11.5 that the indicative delivery timeframe for poles is 10 Business Days – this is the same as the timeframe that currently applies to Duct and Manhole Access less than 10 km in length under subsection 6.11.5, as well as to fixed telecommunications poles under the Infrastructure Sharing service in subsection 6.8.5; and

(b) carrying across the maintenance and rectification obligations under subsection 6.8.16 and the grounds of refusal under subsection 6.8.19, which currently apply to "fixed telecommunications poles" under the Infrastructure Sharing service, so that they also apply to poles under the Pole, Duct and Manhole Access service.

28.5 Please refer to Annexure 3 for the full scope of proposed amendments.

28.6 MCMC also invites stakeholders to provide their views on whether any further substantive amendments are required to subsection 6.11 to reflect the fact that poles used for fixed deployments will now be part of this service.

Proposals to address impediments in gaining access to Duct and Manhole Access

28.7 Maxis, TM, TIME and YTLC suggested the following obligations be added to subsection 6.11 of the MSA:

(a) **Maxis:** as well as exclusivity impediments, there are cases where local authorities / councils approving permits are partnering to build the fibre and not allowing telecom providers to build the fibre. Maxis proposes adding the following conditions:

(i) Access Providers shall not have exclusivity arrangements preventing other operators from deploying fibre, to prevent exclusivity issues between the Access Provider and the developer, state government, building owner and the other third-party; and

(ii) Access Providers must provide Duct and Manhole Access on a modular and unbundled manner, ensuring Access Seekers are not required to acquire entire sections or combine mainline and lead-in ducts/manholes unless they specifically request it, to overcome issues where, for example, the Access Provider requires the Access Seeker to acquire whole inter-change ducts and manholes from exchange to exchange and not certain parts;

(b) **TM:** all charges related to access services must comply with the MSAP and any additional chargeable elements beyond those set out in the MSAP should not be allowed to prevent anti-competitive behaviour and fair access. This is in response to excessive charges by Access Providers, additional, non-MSAP, recurring chargeable items imposed by certain Access Providers and commercial based pricing over MSAP based pricing;

(c) **TIME:** subsection 6.11.16, on grounds of refusal, should be re-examined to ensure exclusivity applies only to arrangements with the Government of Malaysia, not state governments or other agencies or authorities to address exclusivity, both formal and *de facto*; and

(d) **YTLC:** in response to limited transparency on capacity, disproportionate technical requirements and delays in granting physical access, subsection 6.11 should be strengthened to require Access Providers to:

(i) provide timely and transparent information on duct and manhole capacity and constraints;

(ii) provide location on request;

(iii) apply proportionate technical requirements (e.g. surveys);

(iv) grant timely and unhindered physical access for installation, maintenance and rectification works;

(v) provide written justification and feasible alternatives if access cannot be granted; and

(vi) improve alignment between service obligations and pricing with clearer resource-based charging principles.

28.8 U Mobile noted that requests to access manholes are usually rejected, especially in buildings with exclusive providers.

28.9 In relation to the submissions of several operators about exclusivity restrictions, MCMC recognises that exclusivity arrangements can stifle access and distort competition. MCMC has set out its views on this issue at paragraph 4.9 and has asked a question in section 4 about whether to include in the MSA a prohibition on Access Providers entering into exclusive arrangements with government authorities or landowners in respect of Services and/or Facilities on the Access List.

28.10 However, MCMC clarifies that an Access Provider who enters into an exclusivity arrangement is required to provide access to the facilities and/or services which are the subject of the exclusivity arrangements if they have been listed on the Access List. The only exception is duct and manhole infrastructure in Putrajaya that is subject to an exclusive arrangement, in respect of which the Access Provider may refuse access under paragraph 6.11.16(a) of the MSA. Exclusivity claims based on partnerships with state governments, local councils, or private developers do not constitute valid grounds for refusing access under the MSA.

28.11 Access Providers must also provide a written response to Access Seekers setting out the reasons for refusal in writing with sufficient particulars (see subsection 5.4.10 of the MSA).

28.12 With respect to Maxis' submission, MCMC agrees to include a modularity provision to mandate the provision of duct and manhole access on a modular and unbundled basis. MCMC agrees that Access Seekers should not be forced to acquire entire exchange to exchange sections if they only require specific segments (e.g. lead-in ducts).

28.13 With respect to TM's complaints about excessive non-MSAP charges, MCMC agrees but notes that this is an issue that is more appropriately addressed during the MSAP inquiry.

28.14 In response to YTLC's submissions that subsection 6.11 should be strengthened, MCMC clarifies that there are existing provisions in the MSA which already address some of the issues raised by YTLC as follows:

YTLC recommendations	Existing MSA provision
• provide timely and transparent information on duct and manhole capacity and constraints • provide location on request	• general duty of an Access Provider to provide information which is reasonably necessary for the negotiation, conclusion and implementation of the provision of access (subsection 5.3.1). • Information Disclosure (subsection 5.3.7).
• provide written justification and feasible alternatives if access cannot be granted	• Refusal response (subsection 5.4.10), which requires the Access provider to set out the basis of the Access Provider's decision with sufficient particulars.
• Grant timely and unhindered physical access for installation, maintenance and rectification works	• Physical access (subsection 6.11.8) which requires an Access Provider to grant physical access to the Access Seeker to perform operations or maintenance activities. Immediate physical access is also available 12 hours a day, 7 days a week, for emergency maintenance.

28.15 YTLC's submissions relating to alignment between service obligations and pricing are more appropriately addressed in the MSAP inquiry.

Proposals to address impediments in supplying Duct and Manhole Access

28.16 Edotco and TM suggested that the following obligations be added to subsection 6.11 of the MSA:

(a) **Edotco:** greater transparency from the Access Provider when providing access; and

(b) **TM:** the scope of Duct and Manhole Access should be expressly limited to infrastructure constructed by the Access Provider and third-party areas where official written handover documentation to the Access Provider has been duly executed. This is to overcome issues where the infrastructure assets are owned by property developers or Joint Management Bodies and there are difficulties securing official handover documentation from the respective developers.

28.17 Maxis and Pr1ma noted they have not encountered any impediments. PDC noted it faces similar impediments to Infrastructure Sharing. Fibrecomm Network noted that it does not currently offer Duct and Manhole Access and REDtone has no comments as it is an Access Seeker.

28.18 With respect to Edotco's submission, MCMC refers to the response to YTLC above at paragraph 28.14.

28.19 Regarding TM's submission, MCMC clarifies that Access Providers are only required to provide access to Facilities and/or Services that they own or operate, and that they are supplying to themselves or a third-party. If TM has not been able to obtain the official handover documentation from the respective developers and therefore does not provide Duct and Manhole Access to itself (as defined in the definition of EOI) or to a third-party, it can refuse access to a third-party on this basis (see subsection 5.4.11 of the MSA).

Proposed amendments to subsection 6.11

28.20 Edotco, Maxis, PDC, TM and U Mobile proposed the following changes:

(a) **Edotco:** a standard database for Access Seekers with high-level information should be provided, standardising technical guidelines and commercial costs and introducing a "Dig Once Policy" for rights-of-way/Duct and Manhole Access and common access for all to reduce prohibitive charges, protect the environment and avoid repeated construction work;

(b) **Maxis:** proposed amendments as follows:

(i) subsection 6.11.9 (Escorts): narrow the Access Provider's ability to require an escort to be present (when Access Seeker wishes to enter the Access Provider's property) only to circumstances where the Access Provider requires an escort for its own contractors in the same circumstances (rather than where the Access Provider requires an escort for its own employees or contracts, as currently drafted);

(ii) subsection 6.11.10 (Absence of Escort): the ability of Access Seeker's nominated employees and/or contractors to proceed to enter the Access Provider's property in the event an escort does not arrive within the timeframes specified in subsection 6.11.9 should be restricted to emergency situations only and subjected to the written approval of the Access Provider;

(iii) subsection 6.11.16 (Ground for Refusal): require Access Provider to reasonably share their safety and security processes if requested by the Access Seeker for clarity; and

(iv) subsection 6.11.21 (Accredited Subcontractors): allow Access Seeker to use its own subcontractors if mutually agreed;

(c) **PDC:** proposes changes to:

(i) subsection 6.11.6 (Billing Cycles): parties should be left to negotiate billing cycles, and in any event amend to include quarterly or half-yearly in advance; and

(ii) subsection 6.11.12 (Site Register): the site register is to be made available at the respective Access Provider's site for inspection;

(d) **TM:** align the distance for the post-Order Service Qualification timeframe under paragraph 6.11.4(b) with the distance for the indicative delivery timeframe under subsection 6.11.5 (which relates to ducts less than 10 km in length); TM submitted that Duct and Manhole Access delivery often involves civil works, site surveys and coordination with local authorities. Timelines are impacted by approvals, safety requirements and unforeseen ground conditions, making longer delivery timeframes necessary compared to the indicative periods in section 6; and

(e) **U Mobile:** include sharing of poles.

28.21 MCMC supports the "Dig Once" approach proposed by Edotco to reduce environmental impact and construction costs but considers that such high-level policy coordination often involves local state authorities and is addressed through broader national initiatives, beyond the terms of the MSA.

28.22 In response to Maxis' submissions, MCMC states as follows:

(a) **Escorts:** MCMC considers that the amendment proposed by Maxis is appropriate. The practical effect of this amendment is that, where an Access Provider requires an escort for its own contractors, but not for its own employees, it would still be able to require an escort for nominated employees and/or contractors of the Access Seeker to enter the Access Provider's property. This is appropriate because it is less likely that an Access Provider would require escorts for its own employees to enter its property, whereas it is more reasonable to require escorts for an Access Seeker's employees for safety and security reasons.

(b) **Absence of escort:** MCMC does not agree that the ability of Access Seekers' employees and/or contractors to enter the Access Provider's premises if the escort does not arrive within the specified timeframes should be restricted to emergency situations only. To ensure a smooth workflow, it is important that Access Providers provide an escort within the specified timeframes. This is to ensure that the escort requirement does not create practical barriers to access for Access Seekers.

(c) **Ground for refusal:** MCMC does not consider it appropriate that Access Providers should be required to share with the Access Seeker the safety and security processes if access is refused on that ground under paragraph 6.11.16(b). MCMC agrees that it would be beneficial for transparency purposes for the Access Seeker to know the specific reasons why access to a facility is refused on the basis of safety and security reasons. However, this ground of refusal can only be used where the infrastructure is being used for "critical government services" (such as military or police). Sharing the specific reasons for refusal in these circumstances may have confidentiality and national security implications.

(d) **Accredited subcontractors:** MCMC agrees to the amendment of subsection 6.11.21 to allow Access Seekers to use their own subcontractors provided they have been pre-approved by the Access Provider.

28.23 In response to PDC's changes regarding billing cycles, MCMC maintains that the billing cycle is one year for the first year only. Thereafter, the billing cycle is monthly. If the parties wish to negotiate a shorter billing cycle for the first year, this can be negotiated commercially. MCMC does not propose amending the billing cycle for the first year. In relation to subsection 6.11.12, MCMC disagrees that the register should only be available for inspection at the site. The site register can be made available for inspection anywhere.

28.24 On TM's submission regarding aligning the distance under the post-Order Service Qualification timeframe under paragraph 6.11.4(b) and the indicative delivery timeframe under subsection 6.11.5, these are referring to separate processes. The 10 km distance threshold currently applies to the indicative delivery timeframes under subsection 6.11.5 (i.e. the indicative delivery timeframe of 10 Business Days is only applicable to ducts less than 10 km in length). This is on the basis that it may not be technically feasible for longer ducts to be provisioned within 10 Business Days.

28.25 MCMC does not consider there to be any in-principle reason why the timeframe for providing the result of a post-Order Service Qualification also needs to be limited only to ducts less than 10 km in length. Undertaking a post-Order Service Qualification involves fewer technical requirements than delivering access to a duct. Accordingly, MCMC does not consider it unduly burdensome for the results of a post-Order Service Qualification to be provided within the timeframe set out in paragraph 6.11.4(b), even where the requested duct is longer than 10 km. Business DayAccordingly, MCMC proposes to retain the current approach.

28.26 In response to U Mobile's comment regarding including sharing poles, MCMC has proposed the inclusion of poles for fixed deployments under the proposed amended Pole, Duct and Manhole Access service in the Access List, as summarised at paragraphs 28.2 to 28.5 above.

Other submissions

28.27 PDC noted that the set pricing for Duct and Manhole Access barely covers OPEX.

28.28 PDC and PPIT submitted that the one-year maximum forecast horizon in subsection 6.11.2 for Duct and Manhole Access is misaligned with the long-term nature of these arrangements (where contracts commonly span 10 years or more). It does not facilitate effective planning and may be redundant.

28.29 YTLC noted that subsection 5.7.28 of the MSA permits one-off charges for activities necessary to fulfil orders. YTLC submitted that an Access Provider's proposed Duct and Manhole Access charges generally fall within the scope but in the absence of MSAP guidance on how such charges should be structured or assessed, reasonableness is determined bilaterally, creating uncertainty for Access Seekers and clearer MSAP-level principles on allowable one-time charges and cost causation would improve transparency, consistency and regulatory certainty.

28.30 In response to PDC's submission about pricing, MCMC is of the view that it is more appropriately addressed during the MSAP inquiry.

28.31 In response to PDC and PPIT's submission regarding the maximum forecast period, MCMC acknowledges the potential misalignment with long-term infrastructure contracts. However, MCMC considers that the forecast in the MSA is intended to facilitate operational readiness rather than replace long-term strategic planning. The Access Providers have the freedom to negotiate with Access Seekers for longer term planning cycles in the Access Agreements.

28.32 In response to YTLC's submission regarding reasonableness of one-time charges, MCMC refers to paragraphs 11.37 to 11.40 above, which discuss the restrictions on resource charges under subsection 5.7.28 of the MSA and MCMC's proposed amendments.

MCMC preliminary view

28.33 MCMC proposes to retain subsection 6.11 with modifications as set out below:

Reference	Summary of proposed change	MCMC rationale
6.11 – general	MCMC proposes to change all references to "Duct and Manhole Access", including in the name of the service, to "Pole, Duct and Manhole Access". MCMC also proposes to make several amendments to incorporate references to poles for fixed deployments within the Service Specific Obligations in subsection 6.11. This will be achieved through a new term "Pole", which will be defined in the Access List by reference to poles for fixed network equipment. See Annexure 3 for further details.	These changes are consequential to MCMC's proposal to move poles for fixed deployments from the Infrastructure Sharing service to the expanded Pole, Duct and Manhole Access service.
6.11.5	MCMC proposes to amend subsection 6.11.5 as follows: *"6.11.5 **Indicative delivery timeframe**: For the purposes of paragraph 5.7.13(a)(i) of this Standard, the indicative delivery timeframe for:* *(a) access to ~~D~~ducts ~~and Manhole Access~~ less than 10km in length and access to manholes is ten (10) Business Days; and* *(b) access to Poles is ten (10) Business Days.* *For clarification, the indicative delivery timeframe in this subsection 6.11.5 commences from the Notice of Acceptance or confirmation of the Order*	These changes are consequential to MCMC's proposal to incorporate poles for fixed deployments within the expanded Pole, Duct and Manhole Access service. They create an indicative delivery timeframe of 10 Business Days for such poles, which is in line with the current indicative delivery timeframe for poles under the Infrastructure Sharing service.

	(as applicable) in accordance with subsection 5.7.14 of this Standard."	
6.11.7	MCMC proposes to amend subsection 6.11.7 as follows: *"6.11.7 **Reporting**: As required under paragraph 5.3.12(l) of this Standard, an Access Provider shall notify the Commission in writing details of:* *[…]* ~~*(c) each location in which an Access Seeker has requested the supply of Duct and Manhole Access, in which there is no room for the Access Seeker to install its own sub-ducts and in which the Access Provider has therefore offered to supply access to its own sub-ducts; and*~~ *(~~d~~c) each location in which an Access Seeker has requested ~~the supply of Duct and Manhole Access, in which there is no room for the Access Seeker to install its own sub-ducts and in which~~ access to ducts where there is ~~also~~ no room in the Access Provider's ~~own~~ sub-ducts; and* *(d) any Poles owned or operated by the Access Provider or in respect of which the Access Provider has assumed maintenance obligations."*	These changes reflect MCMC's proposal (in section 17 of the PI Paper on Review of Access List) that the Access Provider's sub-ducts be generally captured within the service description, not only in circumstances where there is no room for the Access Seeker to install its own sub-ducts.
6.11.9	MCMC proposes the following amendment to subsection 6.11.9: *"An Access Provider is only permitted to require an escort to be present when nominated employees and/or contractors of the Access Seeker wish to enter into the Access Provider's property if the Access Provider requires an escort for its own ~~employees or~~ contractors in the same circumstances. If an Access Provider determines that it is necessary to have an escort present when nominated employees and/or contractors of the Access Seeker wish to enter into the Access Provider's property, the Access Provider shall:* *[…]"*	Where an Access Provider requires escorts for its own contractors, it is reasonable that it also require escorts for Access Seekers. This should be allowed even if the Access Provider does not require escorts for its own employees, as employees are subject to different obligations and security risks compared to contractors.

6.11.14	MCMC proposes to amend subsection 6.11.14 as follows: *"[…]* *(b) the Access Provider shall determine the available space only after considering:* *(i) the requirements for ducts and space in manholes or on Poles for the Access Provider's then existing maintenance purposes; and* *(ii) the reservation of the Poles, ducts or sub-ducts for future use by the Access Provider or another Access Seeker, applicable on an equivalent basis upon receipt of an Order for:* *A. twenty-four months (24) months in the case of ducts or sub-ducts for use for critical government services, including in connection with government agencies, the military or the police; and* *B. otherwise, four (4) months; and* *(iii) in the case of Poles, the structural integrity of the infrastructure to safely accommodate additional capacity; and* *(c) the allocation of available space shall be:* *(i) on a first-come, first-served basis;* *(ii) in the case of ducts, sub-ducts and manholes, applicable to reserved capacity that is not used by either the Access Provider or an Access Seeker within the twenty-five (25) months or five (5) months (as the case may be) from the date of the Order; and*	This carries across the provisions applicable to poles for fixed deployments that currently apply under paragraphs 6.8.20(b)(iii) and 6.8.20(c)(ii) of the MSA. This reflects MCMC's proposal that poles for fixed deployments be covered under Pole, Duct and Manhole Access, rather than Infrastructure Sharing.

	(iii) in the case of Poles, applicable to reserved capacity that is not used by either the Access Provider or an Access Seeker within the seven (7) months from the date of the Order; and *~~(ii)~~(iv) to the extent possible, based on efficient allocation principles to minimise space wastage."*	
6.11.21	MCMC proposes to amend subsection 6.11.21 as follows, to allow Access Seekers to use their own subcontractors provided they have been pre-approved by the Access Provider: *"Access Seekers are required to use an accredited list of sub-contractors provided by the Access Provider, or any other subcontractor of the Access Seeker's choice which has been pre-approved by the Access Provider, in relation to installation, maintenance, and rectification of the Access Provider's duct infrastructure. The Access Provider's approval shall not be unreasonably withheld, delayed or conditioned."*	The proposed amendment will enable Access Seekers to use subcontractors of their own choice but with the Access Provider's prior approval.
New subsections 6.11.23 and 6.11.24	MCMC proposes to add the following new subsections 6.11.23 and 6.11.24: *"6.11.23 **Ancillary services**: In respect of access to Poles, the Access Provider must, where the relevant ancillary services are within the Access Provider's control, ensure that all necessary ancillary services are provided to enable the Access Seeker to benefit from such access to the same extent that the Access Provider provides to itself, including but not limited to:* *(a) access to roads;* *(b) access to land; and* *(c) site maintenance.* *6.11.24 **Cost**: The ancillary costs in respect of the network facilities provided by the Access Provider to the Access Seeker as contemplated in subsection 6.11.23 of this Standard shall be apportioned (in accordance with the cost*	These additions seek to carry across obligations currently applicable to poles for fixed network deployments under subsections 6.8.12 and 6.8.13 (as part of Infrastructure Sharing). The amendments reflect the proposed movement of access to such poles into the expanded Pole, Duct and Manhole Access service.

	causation principle and fair and equitable principles) and mutually agreed between the Access Provider and all Access Seekers at the relevant location."	
New subsection 6.11.25	MCMC proposes to add a modularity clause to allow Access Seekers to obtain access to Pole, Duct and Manhole Access on a modular basis both in terms of other facilities and/or services and the components and segments of the Pole, Duct and Manhole Access itself: "*6.11.25* ***Modularity:*** *(a) An Access Provider must provide Pole, Duct and Manhole Access on a modular and unbundled basis so that the Access Seeker does not have to acquire network components, Facilities and/or Services that are not required for Pole, Duct and Manhole Access to be provided.* *(b) An Access Provider must also provide each individual component and segment of Pole, Duct and Manhole Access on a modular and unbundled basis so that the Access Seeker does not have to acquire an entire set of Poles, an entire duct route or a combination of mainline and lead-in ducts, or any other combination of components or segments comprising Pole, Duct and Manhole Access, unless specifically requested by the Access Seeker."*	The proposed amendment will enable Access Seekers to obtain access to only components or segments of Pole, Duct and Manhole Access that it requires without having to acquire duct access for the entire route, for example. It will also allow Access Seekers to only obtain Pole, Duct and Manhole Access without it being bundled with any other Facilities and/or Services in the Access List or otherwise. MCMC considers that it is in the interest of competition to allow modular and unbundled access to facilities and/or services.

Questions

Question 58:	Do you consider the amendments in Annexure 3, which seek to add poles for fixed deployments within the scope of subsection 6.11, to be appropriate? Are any other changes to the Service Specific Obligations for Pole, Duct and Manhole Access required to reflect the proposed expansion of this service to poles for fixed deployments?
Question 59:	Do you agree with MCMC's proposed amendments to subsection 6.11.9 (regarding escorts)? If not, please provide reasons for your position.
Question 60:	Do you agree with the proposed amendment to subsection 6.11.21 to allow use of Access Seeker's choice of subcontractors in relation to installation, maintenance, and rectification of the Access Provider's duct infrastructure with the Access Provider's prior approval? If not, please provide reasons for your objection.

Question 61:	Do you agree with the proposed new subsection which mandates the provision of Pole, Duct and Manhole Access on modular and unbundled basis? If not, please provide reasons.

29 Digital Terrestrial Broadcasting Multiplexing Service

Overview

29.1 Subsection 6.12 of the MSA currently sets out a series of Service Specific Obligations that apply in respect of access to Digital Terrestrial Broadcasting Multiplexing Service.

Discussion

29.2 The operators who submitted on this section faced no impediments in gaining access to Digital Terrestrial Broadcasting Multiplexing Service and proposed no changes to subsection 6.12 of the MSA.

MCMC preliminary view

29.3 MCMC has reviewed the existing Service Specific Obligations that apply for access to the Digital Terrestrial Broadcasting Multiplexing Service (e.g. bitrate allocation, encryption, etc.).

29.4 MCMC considers that the current provisions continue to operate effectively and MCMC has not received any operator feedback to suggest otherwise. Therefore, MCMC does not propose to change the existing obligations.

29.5 However, as discussed at paragraph 16.11 above, MCMC proposes to add a new subsection 6.12.13 to the Service Specific Obligations for Digital Terrestrial Broadcasting Multiplexing Service, which would create service-specific target times for fault rectification. MCMC has provided a proposed drafting amendment and asked a question about this underneath paragraph 16.24.

Question

Question 62:	Do operators consider the existing Service Specific Obligations for the Digital Terrestrial Broadcasting Multiplexing Service to be sufficient? Please detail any proposed addition, deletion or amendment to the current terms.

30 MVNO Access

Overview

30.1 Subsection 6.13 of the MSA currently sets out a series of Service Specific Obligations that apply in respect of MVNO Access.

Submissions received and MCMC assessment

30.2 CelcomDigi and Maxis did not identify any impediments supplying MVNO Access.

30.3 Maxis believes the open market is competitively facilitating MVNO agreements as demonstrated by Maxis concluding a MVNO agreement with an international entity based in Malaysia, and further regulation is unnecessary. Maxis proposes the removal of subsection 6.13.

30.4 U Mobile suggested that the indicative delivery timeframe for completing the MVNO Access Order needs to be reviewed to take into consideration different types of MVNO and integration/customisation which may be required.

30.5 Another operator identified delayed onboarding, limited access to new technologies, and information asymmetry as impediments to obtaining MVNO Access. The operator proposed enhancing subsection 6.13 to explicitly cover access to VoLTE, VoNR, 5G Standalone, and network slicing on a non-discriminatory basis. The operator proposed inserting an explicit obligation to provide MVNO access to new technologies no later than the MNO's retail launch and introducing KPIs to measure non-discrimination.

30.6 MCMC has already addressed submissions similar to those made by Maxis in the Access List section of this paper. As MCMC proposes to retain MVNO Access in the Access List, it is also appropriate that the service-specific obligations in the MSA must remain.

30.7 In response to U Mobile's suggestion, MCMC seeks further information on the issues faced in relation to the delivery timeframe of 40 Business Days from the Notice of Acceptance or confirmation of the Order. MCMC is also keen to understand whether other stakeholders are facing similar challenges and if so, whether they also require an amendment to subsection 6.13.6. Finally, MCMC notes that a specific operator (as an Access Seeker) has raised issues with delayed onboarding, whereas U Mobile (as an Access Provider) has suggested a longer timeframe was needed. MCMC considers that the delivery timeframe will need to be reasonable and practical for the Access Provider to comply with, while also ensuring that the Access Seeker does not face undue barriers to access.

30.8 With respect to another operator's suggestion to explicitly refer to other technologies, MCMC refers to subsection 6.13.11 (Equivalence of Inputs) which is already a technology-neutral obligation. It requires an Access Provider to provide MVNO Access by providing access to *any mobile technologies* the Access Provider provides to itself. This clause specifically refers to 5G New Radio as an example but it does not have the effect of excluding other technologies. MCMC expects Access Providers to provide MVNOs with MVNO Access to all technology types made available by Access Providers to their own end-users.

MCMC preliminary view

30.9 MCMC does not propose any substantive amendments to subsection 6.13 of the MSA at this stage but it is open to considering amendments to subsection 6.13.6 based on further feedback from the industry.

30.10 MCMC proposes to make a minor amendment to subsection 6.13.8 (which deals with reporting) to replace the words "*For the purposes of subsection 5.3.13 of this Standard*" with "*As required under paragraph 5.3.12(l) of this Standard*". This

would align the reporting language in respect of MVNO Access with service-specific reporting obligations for other Facilities and Services.

Question

Question 63:	What is your view on the 40-Business-Day delivery timeframe for MVNO Access in subsection 6.13.6? If you propose a different timeframe, please provide justifications.

31 Domestic Inter-Operator Roaming Service

Overview

31.1 Subsection 6.14 of the MSA sets out Service Specific Obligations in relation to Domestic Inter-Operator Roaming Service.

Submissions received and MCMC assessment

31.2 Other than TM and another operator, no other operators identified any impediments in gaining access to Domestic Inter-Operator Roaming Service.

31.3 TM and another operator submitted as follows:

(a) **TM:** current impediments include:

(i) a lack of obligations for seamless inter-network roaming and handover, causing service continuity issues;

(ii) absence of voice continuity requirements (VoNR/EPS fallback) leading to dropped calls during roaming;

(iii) no standardised API exposure for automation and roaming configuration; and

(iv) limited transparency on roaming performance metrics.

(b) Another operator highlighted that MVNO eligibility and service parity under domestic roaming arrangements are unclear. Obligations should clarify MVNO access rights and ensure service quality parity where roaming is permitted.

31.4 TM, YTLC and another operator proposed the following amendments to subsection 6.14 of the MSA as follows:

(a) TM proposed updates to subsection 6.14 to:

(i) mandate seamless domestic inter-network roaming and handover for voice and data;

(ii) require VoNR over IMS and EPS fallback for voice continuity;

(iii) introduce obligations for API exposure for roaming configuration and automation;

(iv) implement monthly KPI reporting for roaming attach success, handover reliability and call continuity;

(v) define service fulfilment timelines for activation and capacity changes; and

(vi) reinforce security obligations for inter-network signalling and API transactions.

(b) Another operator highlighted that subsection 6.14 should clarify the applicability of domestic roaming obligations to MVNOs.

(c) YTLC proposed that the services should be available in an "island manner," limited to specific geographical locations and not subject to minimum capacity requirements.

31.5 MCMC has considered the submissions made by the stakeholders. With respect to TM's submissions, MCMC responds as follows:

(a) MCMC acknowledges the proposal by TM to mandate seamless inter-network roaming and handover for voice and data services. While MCMC supports the technical objective of service continuity, MCMC considers that the Equivalence of Inputs principle is the appropriate regulatory tool for this service. Under subsection 6.14.12 of the MSA, an Access Provider has an explicit obligation to provide Domestic Inter-Operator Roaming Services on an EOI basis, which includes providing access to any mobile technologies, including 5G New Radio, at the same time and on the same service levels as the Access Provider provides to itself. MCMC's view is that the "input" for the purposes of EOI is the underlying technical handover capability and network priority. If an Access Provider's network is configured to support seamless layer transitions (e.g. between its own 4G and 5G layers) for its own retail customers, subsection 6.14.12 mandates that it must provide the same technical interface and quality of service to Access Seekers. This ensures that Access Seekers are not relegated to a technically inferior roaming experience while the Access Provider reserves advanced 5G features for its own internal business units.

(b) Regarding the request to mandate specific technical solutions such as VoNR over IMS and EPS fallback, MCMC's view is that the MSA should remain technology-neutral where practicable. However, subsection 6.14.12 of the current MSA already requires Access Providers to provide access to any mobile technologies (including 5G New Radio) under the EOI principles.

(c) In relation to API integration, MCMC notes such requirements have been introduced for mature service categories such as HSBB services to reduce manual intervention and information mismatch. MCMC expects Access Providers to move towards similar automated interfaces for roaming configuration to ensure compliance with the EOI standards.

(d) MCMC declines to mandate a specific monthly KPI reporting within the MSA itself at this stage but reserves the right to request such data from Access

Providers (under subsection 6.14.10) to monitor market competition and ensure EOI compliance.

(e) The service fulfilment timelines for activation and capacity changes are already specified at subsection 6.14.9.

(f) In relation to YTLC's proposal about services being available only in specific geographic areas, rather than on a nationwide basis, MCMC would like to obtain further submissions from stakeholders, including on whether there are any technical constrains to providing Domestic Inter-Operator Roaming Service on a regional or site-by-site basis. MCMC considers that, in principle, it would be beneficial for these services to be available on a sub-national or regional basis, to provide greater flexibility for Access Seekers, rather than requiring Domestic Inter-Operator Roaming Services to be acquired nationwide.

(g) Regarding YTLC's submission about minimum capacity requirements, MCMC notes that paragraph 5.16.14(b) of the MSA prohibits Access Providers from requiring that Facilities and/or Services be acquired "*in any minimum or maximum quantity*". This means that minimum capacity requirements cannot be imposed under the MSA in relation to Domestic Inter-Operator Roaming Services.

31.6 In response to another operator's question on the applicability of domestic roaming obligations to MVNOs, MCMC clarifies that MVNO Access is specifically listed in the Access List and separately regulated under subsection 6.13 of the MSA. The non-discrimination and EOI protections for MVNOs (as captured in subsection 6.13.11 of the MSA) ensure that if an MNO utilises domestic roaming for its own retail footprint, that capability must be made available to its MVNO Access Seekers on an equivalent basis.

MCMC preliminary view

31.7 MCMC's preliminary view is to retain subsection 6.14 with minor modifications as set out below:

Reference	Summary of proposed change	MCMC rationale
6.14.2	MCMC proposes deleting the transition provisions: "*6.14.2 [Not used].* ~~***Transition:***~~ ~~*(a) Subject to paragraph 6.14.2(b), an Access Provider may, for a period of up to six (6) months following the date of this Determination, elect to provide Domestic Inter-Operator Roaming Service on at least a trial basis, or otherwise only to the extent the Access Provider has published on its website product offerings in respect of the Domestic Inter-Operator Roaming Service.*~~	The transition provisions at subsection 6.14.2 are no longer relevant and should therefore be deleted.

	~~*(b) An Access Provider must, by the date that is six (6) months from the date of this Determination or an earlier date on which the Access Provider has completed its product development activities in respect of the Domestic Inter-Operator Roaming Service, provide the Domestic Inter-Operator Roaming Service in accordance with this Determination, from which date paragraph 6.14.2(a) will have no further effect.*~~*"*	
6.14.10	MCMC proposes to amend subsection 6.14.10 as follows: *"6.14.10* ***Reporting****: As required under paragraph 5.3.12(l) of this Standard~~For the purposes of subsection 5.3.13 of this Standard~~, the Access Provider must report to the Commission information and details relating to Domestic Inter-Operator Roaming Services which may be requested by the Commission."*	This would align the reporting language in subsection 6.14.10 with service-specific reporting obligations for other Facilities and Services.

Questions

Question 64:	Do you agree with the deletion of the transition provisions in subsection 6.14.2? If not, please provide reasons for your answer.
Question 65:	Would you support Domestic Inter-Operator Roaming Service being available on a sub-national or site-by-site basis, rather than requiring Access Seekers to acquire national coverage? Are there any technical constraints associated with this approach?
Question 66:	Do you consider any further amendments that need to be made to the Service Specific Obligations for the Domestic Inter-Operator Roaming Service? If yes, please provide detailed reasons, including your proposed amendments to the language of subsection 6.14.

32 5G Services

Overview

32.1 Subsection 6.15 of the MSA sets out a series of service specific obligations which MCMC introduced in 2022 in relation to the following new 5G services:

(a) 5G Standalone Access; and

(b) 4G Evolved Packet Core ("**EPC**") with 5G Radio Access Network ("**RAN**"),

(together, "**5G Services**").

32.2 The obligations were introduced on the basis the wholesale 5G services in Malaysia would be supplied solely by DNB. This has changed with the entry of U Mobile as the second 5G wholesale network service provider, in 2025.

Discussion

Definitions

32.3 U Mobile proposed updating the 5G-specific definitions to reflect the dual network model and future-proof new technological developments including:

(a) updating the service definition to include "*3GPP Release 15 and subsequent releases*." This ensures 5G Advanced (5.5G) features (like RedCap and Ambient-IoT) are automatically covered, avoiding the need for a new Access List determination in the future; and

(b) updating definitions for dual-network adaptation: the definitions must be updated to ensure they apply neutrally to any 5G network provider (Network A or B).

32.4 U Mobile also noted that the following areas have led to differing interpretations between operators:

(a) the meaning of "insufficient capacity or space" in paragraph 5.4.11(d) – operators differ on what constitutes "reasonable technical or capacity constraints", leading to negotiation delays; and

(b) definition of "material change" in network change obligations in subsection 5.10 – different interpretations exist on what requires notification versus commercial negotiation.

32.5 MCMC responds as follows in response to U Mobile's submissions:

(a) MCMC has already proposed amending the service descriptions of 5G Standalone Access and 4G EPC with 5G RAN Access in the Access List to include subsequent releases of "3GPP Release 15" (see section 9 of the PI Paper on Review of Access List).

(b) MCMC does not propose to prescribe what "insufficient capacity or space" entails as it may have a different meaning in the context of different Facilities and/or Services.

(c) MCMC has already addressed the interpretation issue relating to "material change" in paragraph 3.5 above.

32.6 MCMC also proposes amending the defined term "Polygon" and all references to it in the MSA to "Coverage Area". This amendment seeks to transition away from operator-specific terminology, originally adopted based on the unique network architecture in DNB RAO, toward a more universal and technology-neutral language that accommodates the second 5G network provider, U Mobile.

Non-discrimination

32.7 DNB suggested deleting subsection 6.15.9 (non-discrimination). DNB submitted that the requirement for equivalence of inputs and non-discriminatory treatment for 5G Services is duplicative as the SAO obligations under section 4 are sufficient to address non-discrimination concerns.

32.8 Maxis submitted that since Access Seekers have different requirements (e.g. requirements and specifications, SLAs, setup, volume and commercial terms), Access Providers should be able to provide different services to each Access Seeker without violating their non-discrimination obligations, provided that an Access Provider does not discriminate between Access Seekers with similar requirements. Maxis proposed adding the following language to subsection 6.15.9:

"(a) For the purposes of subsection 4.1.5 of this Standard, subject to similar requirements by the Access Seekers, the Access Provider must not, in complying with the SAO set out in the Act, discriminate […]

(b) Examples of activities in respect of which the Access Provider must not discriminate between Access Seekers subject to similar requirements by the Access Seekers, or in favour of itself include […]"

32.9 TM noted that current non-discrimination obligations under subsection 6.15.9 do not address practical risks such as selective technical enablement, delaying tactics, prioritisation of affiliated retail operations and opaque decision-making on network rollout. TM further noted that with two networks now competing as both wholesale providers and retail operators, the risk of indirect discrimination is significantly higher.

32.10 TM also submitted that, to avoid discriminatory or inconsistent treatment, both 5G networks should be subject to identical timelines for acceptance and delivery under subsections 6.15.6 and 6.15.7, equivalent documentation and transparency requirements under subsections 6.15.10, 6.15.12 and 6.15.13, and identical change management and consultation procedures under subsections 6.15.23 and 6.15.24.

32.11 TM also submitted that non-discrimination must extend beyond avoiding explicit refusal to cover subtle but damaging conduct including selective site activation, inconsistent integration support, delayed change communication and incomplete KPI reporting, particularly in respect of shareholder Access Seekers. TM urged MCMC to strengthen subsection 6.15 so that Access Seekers are not left dependent on the unilateral decisions of an Access Provider that also competes against them in downstream markets.

32.12 MCMC has considered DNB's suggestion to delete subsection 6.15.9 on the basis that it is duplicative of the general non-discrimination obligation in section 4. While section 4 establishes high-level principles of non-discrimination, MCMC maintains that Service-Specific Obligations under subsection 6.15.9 are necessary to provide granular guidance on how these principles apply to the unique technical and operational complexities of 5G networks. Explicitly retaining these provisions ensures regulatory certainty and provides a clear enforcement mechanism for 5G-specific issues.

32.13 MCMC acknowledges Maxis' proposal to qualify non-discrimination based on "similar requirements" by Access Seekers. MCMC clarifies that the existing non-discrimination framework already permits differentiated service offerings where there are objective differences in requirements, specifications or volume. However, MCMC considers that the proposed language may inadvertently create loopholes for discrimination by Access Providers. The current wording is sufficient to allow for legitimate commercial and technical differentiation to meet Access Seeker needs while preventing an Access Provider from unfairly favouring its own retail operations or specific affiliates.

32.14 MCMC agrees with TM's comments that the transition to a dual network model raises a potential increased risk of subtle and indirect discrimination. While the current non-discrimination obligation in subsection 6.15.9 would prohibit these forms of discrimination and self-preferencing under its general principles, MCMC considers it would be useful to specifically refer to the following activities in paragraph 6.15.9(b): site activation, integration support, communication of changes in connection with 5G Services and access to specific technical elements of the 5G Service (or access within specific Coverage Areas or sites). These specific references are intended to provide greater clarity about how the non-discrimination obligation applies under a dual network model where each network operator may also operate in downstream markets.

Equivalence of Inputs

32.15 To ensure non-discriminatory access to 5G Services, particularly from an integrated Access Provider like U Mobile, Maxis has requested that the Equivalence of Inputs obligation in subsection 6.15.19 be amended to refer to "target capacity", as follows:

"'*An Access Provider must provide 5G Services on an Equivalence of Inputs basis to Access Seekers, including the product, speed tiers, speed, price, timeframes, service level performance, target capacity, and terms and conditions that are equivalent to what it provides to itself and/or to other Access Seekers"*

32.16 TM proposed replacing the current non-discrimination provision in subsection 6.15.9 with an EOI obligation, which appears to be substantially on the same terms as current subsection 6.15.19 (Equivalence of Inputs).

32.17 U Mobile suggested removing the phrase "*speed tiers and pricing*" from subsection 6.15.19 as Equivalence of Inputs should not be too prescriptive and rigid as it compromises innovation.

32.18 YTLC submitted that, while subsection 6.15.19 requires each Access Provider to apply equivalence of inputs within its own network, the dual-network environment introduces new practical considerations. Each Access Provider may comply with equivalence of inputs obligations while offering materially different wholesale access conditions across networks, resulting in Access Seekers experiencing inconsistent wholesale outcomes depending on which network is accessed, despite the services being substitutable in nature. YTLC therefore considered that clarification on how the non-discrimination and equivalence of inputs obligations operate in a dual-network context would be beneficial.

32.19 MCMC agrees with submissions proposing the inclusion of "*target capacity*" as an additional parameter subject to the Equivalence of Inputs obligation. MCMC considers this proposal to be well-founded, as capacity allocation is a critical parameter in 5G service delivery and an integrated Access Provider could otherwise allocate superior capacity to its own retail operations while providing inferior capacity to Access Seekers. MCMC therefore proposes to amend subsection 6.15.19 to include "target capacity".

32.20 MCMC does not accept U Mobile's proposal to remove "speed tiers and pricing" from subsection 6.15.19. Speed tiers and pricing are some of the most commercially significant parameters in wholesale 5G access and are precisely those most susceptible to discriminatory treatment by an integrated Access Provider. MCMC considers that the risk of discriminatory treatment outweighs concerns regarding the potential impact on innovation.

32.21 In relation to YTLC's submission, MCMC notes that the non-discrimination and EOI obligations apply on an Access Provider-by-Access Provider basis, to each Access Provider's conduct towards its Access Seekers. The non-discrimination and EOI obligations do not mandate equivalence as between the services of different Access Providers. Indeed, differentiated services between different Access Providers are beneficial for competition, as they ensure greater choice for Access Seekers.

Product and Planning Committees

32.22 DNB considers that it should no longer be required to convene Product and Planning Committees under subsection 6.15.13 and subsection 6.15.22 as this obligation solely applies to 5G Services on the basis that DNB was the SWN.

32.23 While Maxis noted that the Product Committee lacks new products and services, Maxis ultimately supports retaining the Product Committee under subsection 6.15.22, particularly now that U Mobile operates as an integrated provider offering both wholesale and retail services. Maxis notes that the Product Committee plays a vital role in ensuring that new products and services are developed and rolled out in an open, non-discriminatory and transparent manner, benefiting all Access Seekers. Moreover, by requiring all new products and services to go through the Product Committee, it ensures that the Access Provider offers new products and services on an equivalence of input basis, thereby promoting a level playing field.

32.24 Maxis also considers that the requirement for Product Committee meetings must be enforced, as the lack of meetings is detrimental for the transparent and non-discriminatory development of new products and services. Maxis further states that decisions should be made by a simple majority of the Planning Committee to provide clarity on the approval process and confirm that decisions are made by a simple majority of the Planning Committee.

32.25 U Mobile considers that subsection 6.15.13 (Planning Committee) introduces unnecessary complexity and is not necessary under the dual-network wholesale structure as each wholesaler is independently responsible for managing its own network and has sufficient commercial incentive to operate efficiently. Network performance updates can be shared through regular operational meetings, achieving the same objective without a separate forum. Removing the committee

would streamline governance, avoid duplicative processes and preserve confidentiality while maintaining transparency and collaboration between parties

32.26 U Mobile also considers that subsections 6.15.22 (Product Committee) and 6.15.24 (Introduction of a new service) should be deleted entirely as they are overly restrictive and require the Access Provider to disclose future product roadmaps and expose commercially sensitive product plans to another wholesale competitor.

32.27 MCMC acknowledges the submissions regarding the Product and Planning Committees under subsections 6.15.13 and 6.15.22. The submissions are divergent. DNB and U Mobile submitted that both committees should be removed or reduced, while Maxis submitted that the Product Committee should be retained and enforced more rigorously.

32.28 MCMC is not persuaded that obligations in relation to either committee should be removed. Both serve important regulatory functions that remain relevant, and in some respects are more critical in a dual-network environment, where Access Providers compete at both the wholesale and retail level.

32.29 The Planning Committee provides a structured forum for the exchange of network rollout, coverage and capacity information that is essential for Access Seekers to plan and deliver competitive downstream services. Regular operational meetings, as proposed by U Mobile, do not have an equivalent structured information-sharing role and would not provide the same level of regulatory certainty for Access Seekers.

32.30 Similarly, the Product Committee ensures that new products and services are developed and rolled out in an open, non-discriminatory and transparent manner, a function that is particularly important given that certain Access Providers now operate as integrated wholesale and retail providers. The concern regarding exposure of commercially sensitive information is addressed by the existing confidentiality protections in paragraph 6.15.22(c).

Modularity

32.31 Maxis submitted that, to ensure the financial sustainability of 5G networks, Access Providers require guaranteed and long-term revenue to support maintenance and rollout for the benefit of end users. To attract serious Access Seekers, Maxis proposes modifying subsection 6.15.18 to include the following:

"An Access Provider may supply a 5G service on a bundled basis, but shall allow an Access Seeker to acquire a 5G Service on an unbundled basis, at the Access Seeker's option, provided that the Access Seeker commits to acquiring the base eMBB product with a target capacity commitment for a mutually agreed period."

32.32 TM proposed that a new subsection 6.15.10 (Modularity) be inserted: "*The Access Provider shall provide 5G Services on a modular and unbundled basis so that an Access Seeker does not have to acquire network components, Facilities or Services that are not required for the requested 5G Services*."

32.33 MCMC acknowledges the financial sustainability rationale underpinning Maxis's proposal. However, MCMC is of the view that Maxis' proposed "target capacity

commitment" constitutes, in substance, a minimum quantity requirement of the kind expressly prohibited under subsection 5.16.14 of the MSA Determination, which provides that an Access Provider must not require an Access Seeker to acquire any Facilities and/or Services in any minimum or maximum quantity or ratio.

32.34 MCMC agrees in principle with TM's proposal. The current drafting of subsection 6.15.18 is less prescriptive than the equivalent provisions applicable to HSBB Network Services under subsection 6.6.18, MVNO Access under subsection 6.13.10, and Domestic Inter-Operator Roaming Services under subsection 6.14.11, all of which impose an affirmative duty on the Access Provider to provide the relevant services on a modular and unbundled basis.

32.35 MCMC considers that the 5G modularity obligation should be aligned with the formulation adopted across other service-specific obligations in the MSA Determination.

Forecasts

32.36 Maxis argues that subsection 6.15.2 (Forecasts) should be amended for clarity. Maxis proposes that:

(a) paragraph 6.15.2(b) is amended as follows: "*service capacity requirements (including anticipated highest hourly average reading) across ~~each Polygon~~ network in the next 12 months and for maximum periods of 5 years covered by the Forecast*";

(b) paragraph 6.15.2(c) is deleted; and

(c) a new paragraph 6.15.2(f) should be added to clarify that the forecast shall be on a non-binding basis.

32.37 TM submitted that, to enable effective planning and implementation, the MSA should require:

(a) site-level rollout details rather than broad polygon-level approximations to ensure accurate deployment planning and resource allocation;

(b) monthly reporting of rollout status instead of quarterly summaries to facilitate proactive monitoring and timely decision-making; and

(c) complete and up-to-date technical documentation as opposed to partial or outdated documentation to support compliance and operational readiness.

32.38 TM noted that, without access to this level of visibility, it is unable to plan effectively or operate with certainty, which compromises its ability to deliver services to customers with confidence.

32.39 TM also submitted that a new subsection 6.15.5 (Forecasting) should be added as follows:

"*For the purposes of subsection 5.6.6, the Access Provider may determine Forecasts required from the Access Seeker to provide 5G Services, including service capacity requirements across each Polygon in the next 12 months, maximum*

periods, minimum intervals and frequency of updates, provided such requirements are no more onerous than those applied by the Access Provider to its own operations."

32.40 MCMC agrees in principle that a five-year forecast horizon is commercially reasonable given the capital-intensive nature of 5G network planning and the long lead times associated with RAN deployment but is interested in hearing further from stakeholders about whether this is realistic or would impose unreasonable burdens on Access Seekers.

32.41 MCMC does not agree with Maxis' proposal to delete paragraph 6.15.2(c) as deleting it would leave the "maximum" period of a forecast undefined and open to interpretation. To the extent that MCMC determines it appropriate to create a maximum 5-year forecast period (based on stakeholder feedback, as signalled in the paragraph above), MCMC considers that paragraph 6.15.2(c) should be amended to capture this maximum period (e.g. by stating "*the maximum periods covered by the Forecasts, which must not exceed five (5) years*").

32.42 On Maxis' proposal that subsection 6.15.2 be amended to clarify that forecasts are non-binding, MCMC does not consider this to be appropriate. Forecasts in respect of 5G Services are subject to the general provisions in subsections 5.6.5 and 5.6.3. Subsection 5.6.5 clarifies that forecasts are non-binding. Subsection 5.6.3 effectively creates an exception to this, allowing the Access Provider to request the Access Seeker to confirm a Forecast. Once confirmed, the Forecast becomes an Order for Services (and therefore effectively become binding). MCMC considers that this approach, which applies to all Services and Facilities under the MSA, strikes an appropriate balance between giving Access Providers sufficient certainty to commit to capital investments for network expansion and not unduly restricting the future demand decisions of Access Seekers.

32.43 In response to TM's submission on monthly reporting, MCMC considers that the existing quarterly reporting obligation in subsection 6.15.12, supplemented by the obligation to provide an updated deployment schedule within 20 Business Days of becoming aware of any material change, provides adequate operational visibility.

32.44 In response to TM's submission about forecasting, MCMC notes that service-specific forecasting obligations for 5G Services are already set out in subsections 6.15.2 and 6.15.3. In particular, a key part of TM's proposal is clarifying that forecasting requirements imposed on an Access Seeker are "*no more onerous than those applied by the Access Provider to its own operations*". This principle is already captured in subsection 6.15.3, which states that the forecasts required under subsections 5.6.6 and 6.15.3 must be "*no more onerous than … the forecasting which the Access Provider provides to itself for network planning and provisioning equivalent services*". MCMC therefore considers that the existing drafting addresses the substance of TM's comment.

32.45 MCMC acknowledges that complete and current technical documentation is essential for Access Seekers to comply with their obligations and will consider TM's proposal further in the context of subsection 6.15.10, discussed below.

Public information – Operations Manual and Deployment Schedule

32.46 DNB suggested that the following subsections be deleted:

(a) subsection 6.15.10 (Operations Manual): the requirements on what should be published on the Access Provider's website and included in the operations manual (including SLAs, KPIs, operational processes and fault management). It notes this level of prescription is unique to 5G and adds administrative burden;

(b) paragraph 6.15.10(d) (Product Roadmap): the requirement to publish a product roadmap on a quarterly basis on the Access Provider's website; and

(c) subsection 6.15.12 (Deployment Schedule): the requirement to publish a rollout plan on the Access Provider's website, provide Access Seekers with quarterly updates, disclose material changes within 20 Business Days and consider Access Seeker input within 30 days;

32.47 U Mobile proposed deleting subsection 6.15.10 (Public Information) and subsection 6.15.12 (Deployment Schedule) as these provisions were introduced in the context of the SWN model and information provided under these are commercially sensitive.

32.48 Maxis suggested removing the requirement for Access Providers to publish their operational and technical manuals because that information is confidential for network security reasons and can be disclosed to individual Access Seekers if required. Maxis suggests amending the requirement for publication on the Access Providers' publicly accessible website by amending the following:

(a) paragraph 6.15.10(a): "*The Operations Manual and associated documents which set out the operational engagement processes, procedures, roles and responsibilities between the Access Provider and the Access Seeker must be agreed and established between the Access Provider and the Access Seeker ~~published on the Access Provider's publicly accessible website~~*"; and

(b) paragraph 6.15.10(d): "*The Access Provider must, at quarterly intervals, provide to the Access Seeker ~~publish on the Access Provider's publicly accessible website~~ information relating to the Access Provider's product development roadmap for the upcoming 24 months*."

32.49 Maxis suggested that paragraph 6.15.10(b)(xiv) be amended as follows: "*fault management, KPIs and Service Level monitoring and reporting as per MSQoS".*

32.50 MCMC acknowledges that the transition to a dual-network model changes the context in which subsection 6.15.10 operates. The Operations Manual, and the level of detail contained in subsection 6.15.10, were requested by Access Seekers and accepted by DNB during the SWN model for transparency purposes.

32.51 MCMC has considered the submissions made by DNB, U Mobile and Maxis regarding deletion of subsection 6.15.10 or an amendment of subsection 6.15.10 to remove the publication requirement. MCMC's preliminary view is that the appropriate approach is to retain subsection 6.15.10 with amendments to remove the

publication requirement. MCMC proposes amending paragraph 6.15.10(a) so that, instead of Access Providers publishing a copy of the Operations Manual and associated documents publicly on its website, they must provide these documents to Access Seekers within 10 Business Days of an Access Request (together with supplementary information required under subsection 5.3.7 of the MSA).

32.52 However, MCMC does not propose to limit the scope of the Operations Manual as proposed by DNB.

32.53 With respect to the requirement to publish a product development roadmap on the Access Provider's publicly accessible website at quarterly intervals, MCMC does not agree with DNB and U Mobile's suggestions to delete the requirement. MCMC agrees with Maxis' proposal that the Access Providers be required to provide such product development roadmap to Access Seekers directly instead of publishing it on the website. MCMC further proposes reducing the provision interval from quarterly to half-yearly to reduce the administrative burden on Access Providers while ensuring relevant and current information is available to Access Seekers. MCMC proposes that these amendments be made to paragraph 6.15.10(d), as set out in the table below paragraph 32.86.

32.54 Similarly, MCMC does not agree with DNB and U Mobile's suggestions to delete subsection 6.15.12 relating to publication of a deployment schedule. MCMC instead proposes removing the requirement to publish the deployment schedule publicly in paragraph 6.15.12(a) and replacing it with a requirement to provide the deployment schedule to Access Seekers directly.

Confidentiality

32.55 Maxis also notes that bespoke services customised for Access Seekers should remain confidential and be excluded from paragraphs 6.15.23(a) and 6.15.24(a) as they contain sensitive confidential, technical and commercial requirements specified by the Access Seeker's end customer. Maxis considers that this can be achieved by adding the wording "*except for Bespoke Services"* at the beginning of both paragraphs, as these solutions typically contain sensitive information.

32.56 Maxis would also like to see a new subsection 6.15.29 requiring the confidentiality of Access Seeker information now that there are integrated Access Providers who might use this sensitive information to gain a competitive advantage providing retail services. Maxis suggests that the proposed subsection could state that the Access Provider must keep the Access Seeker's information confidential and cannot use or share any data it learns about the Access Seeker such as customer traffic details, locations, or technical configurations except where necessary to deliver the agreed 5G services. Maxis notes that this is important in a dual-network scenario where an integrated Access Provider like U Mobile may have access to sensitive information that could be used to gain a competitive advantage.

32.57 MCMC acknowledges Maxis' confidentiality concerns and responds as follows:

(a) MCMC has proposed deletion of subsection 6.15.23 in its entirety, which will also address Maxis' confidentiality concern in relation to subsection 6.15.23.

(b) MCMC disagrees that customised or bespoke services need to be explicitly excluded from paragraph 6.15.24(a) as subsection 6.15.24 is in relation to new 5G services being offered by the Access Provider. This would not typically include a customised service being provided based on an Order from an Access Seeker.

(c) Regarding the proposal to add a new subsection 6.15.29, MCMC refers to subsection 5.4.3 of the MSA which applies to all services and which requires an Operator to protect from disclosure any Confidential Information provided by another Operator in the course of negotiating an Access Agreement and during the term of an Access Agreement in accordance with the confidentiality agreement between the parties under subsection 5.3.8.

(d) However, MCMC acknowledges Maxis' separate concern that Access Providers should not be able to use Access Seeker sensitive information in a way that advantages the Access Provider in downstream markets. MCMC is interested in obtaining further stakeholder views about whether subsection 6.15 should specifically include a prohibition on Access Providers using Access Seekers' sensitive information in this manner and, if so, the way in which this prohibition should be designed.

Changes to the 5G Services required by law

32.58 Maxis considered that Access Seekers should be allowed to terminate 5G Services without penalty in the event of significant regulatory changes, such as the introduction of technology neutrality or additional 5G Access Providers. Specifically, subsection 6.15.26 should be amended to add a new subclause (c) that states:

"In the event of 5G regulatory and/or policy change including but not limited to introduction of technology neutrality and/or introduction of additional 5G Access Provider, the Access Seeker shall be allowed to terminate 5G Services access with no penalty."

32.59 DNB considered that subsection 6.15.26 should be deleted noting that this adds a requirement for prior consultation and impact analysis of impact of any change required by law.

32.60 MCMC acknowledges the concern underlying Maxis' proposal but considers that subsection 5.14.4 already requires the parties to meet and review the Access Agreement where continued operation of the agreement is or will be unlawful as a result of a legislative change.

32.61 MCMC does not agree with DNB's proposal to delete subsection 6.15.26 in its entirety. MCMC notes that the consultation obligations in paragraph 6.15.26(b) are required only "*where reasonably practicable*" and an impact analysis is required only where the change is "*materially detrimental*". MCMC considers that these requirements are flexible enough to not hinder Access Providers from implementing changes required by law. However, to provide further clarity, MCMC proposes to amend paragraph 6.15.26(b)(i) to make it clear that the consultation obligation will not prevent the Access Provider from complying with any applicable legal obligation.

Delivery timeframes

32.62 DNB also submitted that MCMC should review, and allow flexibility for, alternative timelines under subsections 5.7 and 6.15, as timelines depend on Access Seekers' requirements and readiness and the type of product or service (e.g. 5G wholesale, IBS, bespoke coverage or private networks). Delivery may also be impacted by inputs from other Access Providers, such as Infrastructure Sharing, Transmission Services and Network Co-Location Service.

32.63 Another operator submitted that 5G onboarding requires shorter timelines (i.e. within 30 days).

32.64 With the entry of a second 5G network operator and the continued development of the 5G ecosystem in Malaysia, MCMC proposes shortening the indicative delivery timeframe in subsection 6.15.7 of the MSA from "forty (40) Business Days" to "thirty (30) Business Days". This amendment reflects the increased operational maturity of 5G services and ensures that regulatory timelines align with the current technical efficiencies and market readiness.

32.65 In response to DNB's submission, MCMC is concerned that relaxing the indicative delivery timeframe would create barriers to access by unduly delaying Access Seekers' ability to obtain 5G Services. It is also not clear why DNB is asking for this additional flexibility now, given that the timeframe of 40 Business Days has been in place since the previous review cycle, in 2022, and does not appear to have caused practical concerns.

Other submissions

32.66 CelcomDigi recommended that the applicability of 5G-specific obligations to all appointed 5G Access Providers should be explicitly confirmed as this will ensure a level playing field in a dual network environment. CelcomDigi proposed that the review of subsection 6.15 should include an assessment of whether the current obligations still support fair access outcomes across the 5G network infrastructures.

32.67 DNB reported that the current MSA requirements were predicated on DNB being the sole 5G wholesale provider and therefore undermine DNB's efficiency and economic viability in a dual-network structure. DNB wants any obligations which were designed for the sole-provider model to be removed. In addition to those set out above, these also include:

(a) subsection 6.15.14 (Coverage plots and go-live): the obligation to provide coverage in polygon form to Access Seekers;

(b) subsection 6.15.15 (Information disclosure requirements): the mandatory disclosure of detailed coverage maps, points of interconnection and polygons;

(c) subsection 6.15.21 (Continuous improvements): the obligation for the Access Provider to continuously improve 5G services and consult Access Seekers on enhancements is not imposed on other services and creates unnecessary compliance overhead;

(d) subsection 6.15.23 (Change of service technical details): the requirement for a consultative process with Access Seekers for any amendment of service technical details; and

(e) subsection 6.15.28 (Amount of rebate): the detailed rebate calculations for SLA breaches tied to KPIs should be aligned with the general rebate principles under subsection 5.7.33.

32.68 GTP Network noted that the MSA should be updated to prevent duplication of IBC systems and GTP Network, PPIT and PDC noted that the MSA should be updated so that IBC system sharing between the 4G and 5G networks are made mandatory. PPIT and PDC further added that the IBC design is designed for sharing and all networks should be required to share the systems.

32.69 Maxis requested that Access Providers are provided with more flexibility and are allowed to refuse an Access Request if they cannot meet that request after taking reasonable steps to increase capacity. Maxis proposed amending subsection 6.15.5 as follows:

"For the purposes of subsection 5.4.11 of this Standard, subject to reasonable effort taken by the Access Provider, the Access Provider shall not refuse an Access Request on the grounds set out in paragraph 5.4.11(a) or 5.4.11(d)"

32.70 TM submitted as follows:

(a) that there is a risk of Access Seekers subsidising the retail business of Access Providers and emphasised the need to maintain transparency and technology neutrality following the transition to a dual-network 5G environment;

(b) subsection 6.15 must be strengthened to reflect the fact that Access Seekers still lack information regarding rollouts, change processes and KPI reporting; and

(c) rollout information provided under subsection 6.15.12 should be enhanced beyond polygon-level disclosure to include site-level visibility, quarterly updates, explicit timelines for Standalone upgrades and change impact assessments, to prevent situations where Access Seekers are unable to plan or market their services due to unknown coverage gaps.

32.71 In addition to those set out above, TM proposed the following new subsections:

(a) 6.15.1 (Application): this subsection applies where access to a 5G Service has been requested or is to be provided, including 5G Standalone Access and 4G EPC with 5G RAN Access.

(b) 6.15.2 (Interoperability and Roaming): The Access Provider shall enable seamless inter-network roaming and handover for 5G Services across domestic networks, including (a) support for inter-PLMN roaming and handover in accordance with applicable standards; (b) publication in the RAO and via API of roaming profiles, fallback configurations and interworking parameters; and (c) provision on an Equivalence of Inputs basis.

(c) 6.15.3 (Voice Continuity): The Access Provider shall ensure uninterrupted voice service during roaming and handover by supporting: (a) Voice over New Radio (VoNR) over IMS; and (b) EPS fallback to LTE/VoLTE where VoNR is unavailable or coverage is non-contiguous; and shall publish IMS interworking parameters, fallback policies and configuration details in the RAO and via API.

(d) 6.15.4 (Advanced Service Enablement): The Access Provider shall support: (a) network slicing across networks with harmonized slice templates and QoS profiles; (b) Mobile Edge Computing (**MEC**) interworking to maintain session continuity and low latency; and (c) exposure of standardized APIs (including NEF and NSSF) for slice orchestration, MEC integration and service automation.

(e) 6.15.6 (Service Fulfilment Timelines): The Access Provider shall comply with the following indicative timelines: (a) activation of standard 5G access services within 20 Business Days; (b) activation or modification of network slices within 30 Business Days; and (c) MEC onboarding within 30 Business Days. Where delays occur, the Access Provider shall notify the Access Seeker and the Commission with revised timelines.

(f) 6.15.7 (KPI Reporting and Transparency): The Access Provider shall provide monthly reports to Access Seekers and the Commission on: (a) roaming attach and handover success rates; (b) slice uptime and QoS metrics (including latency, jitter, packet loss); (c) MEC latency and jitter performance; and (d) service fulfilment and assurance timelines. Reports shall be provided at no additional charge and in a format agreed with the Commission. TM also notes that today's "indicative" timelines leave Access Seekers vulnerable to indefinite delays, and that timelines should be binding and enforceable.

(g) 6.15.8 (Security and Compliance): The Access Provider shall ensure secure API integration and data protection during inter-network operations in compliance with applicable standards and any guidelines issued by the Commission, including authentication, encryption and integrity for inter-network signalling and API transactions.

32.72 U Mobile proposed deleting the following sections:

(a) 6.15.20 (Approval for Commercial Incentives): in a competitive market, the Access Provider should not have veto power over the Access Seeker's retail marketing strategies. Commercial incentives undertaken by the Access Seeker are subjected to its own retail marketing strategies and are derived from the 5G service products; and

(b) 6.15.14(b) (Coverage plots and go-live): this restricts the imposition of national service supply requirements on Access Seekers and should be eliminated.

32.73 YTLC and another operator recommend that both 5G network providers must be required to publish RAOs for 5G Services with transparent and comparable baseline conditions.

32.74 Another operator notes that MVNOs face delayed access to 5G Services and Access Providers should be required to provide access at the same time as their own retail launch. It submits that subsection 6.15 should introduce MVNO-specific obligations covering onboarding timelines, QoS parity, slicing transparency, and coverage disclosure in a dual network environment.

32.75 YTLC submitted that the current framework does not sufficiently prescribe minimum service level and QoS parameters for wholesale services. In the absence of clearly defined baseline QoS requirements, wholesale services may be offered with varying performance levels, creating uncertainty for Access Seekers when planning and delivering competitive downstream services. YTLC therefore considers that clearer and more detailed minimum QoS and SLA parameters would be beneficial to enhance transparency, comparability and consistency in wholesale access arrangements.

32.76 MCMC thanks operators for their comprehensive submissions and has responded generally to the submissions below.

32.77 In response to CelcomDigi, YTLC and another operator's comments, MCMC confirms that all obligations contained in the MSA, including the RAO obligations, apply to both 5G operators, DNB and U Mobile, on the same basis.

32.78 With respect to DNB's suggestion to remove subsections 6.15.14, 6.15.15, 6.15.21, 6.15.23 and 6.15.28, MCMC's views are:

(a) MCMC agrees with the deletion of subsection 6.15.23 which requires Access Providers to go through a consultation process with Access Seekers in order to amend any service technical details. MCMC considers such consultation is no longer necessary given the shift from a monopoly to a duopoly in the 5G market.

(b) MCMC does not agree with the proposed deletion of all other subsections as they continue to be relevant to the provision of access to 5G Services even in a dual operator context.

32.79 In response to GTP Network, PDC and PPIT's submissions on In-Building Coverage (**IBC**) systems, MCMC refers to the new obligations proposed for Access to In-Building Mobile Systems (a proposed new service in the Access List).

32.80 With respect to Maxis' request for greater flexibility in refusing an Access Request, MCMC maintains that the grounds for refusal set out at subsection 5.4.11 are sufficient.

32.81 Regarding TM's submissions, MCMC is open to considering the new provisions proposed by TM. The amendments in relation to technologies depend on service descriptions of 5G Services in the Access List. Since the review of the Access List and MSA is being performed in parallel, MCMC invites submissions from other stakeholders on the new provisions proposed by TM at paragraph 32.71, especially the proposal in relation to voice continuity (i.e. uninterrupted voice service during roaming and handover). However, MCMC does not consider that subsection 6.15.12 should be enhanced beyond polygon-level disclosure as this is likely to put an undue burden on the Access Providers.

32.82 MCMC agrees with U Mobile's perspective on subsection 6.15.20 but does not consider that deleting this provision will achieve this outcome. This provision creates important protections for Access Seekers in circumstances where (under the Access Agreement) the Access Seeker requires the Access Provider's approval in respect of marketing, pricing, product or other retail promotions, initiatives or launches.

32.83 MCMC's preliminary view is that, in a dual network environment where both DNB and U Mobile operate (or will operate) retail arms, such Access Provider approval powers create a significant conflict of interest. An Access Provider should not have the ability to control the Access Seeker's marketing or pricing behaviour in downstream markets, especially where the Access Provider is also competing in those downstream markets. Accordingly, MCMC proposes to amend subsection 6.15.20 to prohibit Access Providers from requiring an Access Seeker to seek their approval in respect of marketing and pricing initiatives.

32.84 MCMC acknowledges another operator's concern regarding delayed 5G access for MVNOs. MCMC emphasises that EOI and non-discrimination principles mandate that Access Providers must provide equivalent inputs where 5G Services are ultimately being acquired by an Access Seeker for supply to an MVNO.

32.85 Regarding YTLC's complaint that the current framework does not sufficiently prescribe the QoS parameters for wholesale services, MCMC refers to subsection 6.15.27 which requires an Access Provider to comply with any applicable mandatory standard on QoS for 5G Services form the date such mandatory standard comes into effect. Until such mandatory standard comes into effect, the Access Provider must provide access in accordance with the service levels set out in the relevant RAO. There is also an overall requirement for Access Providers to comply with 3GPP standards at all times (see paragraph 6.15.27(b)). If Access Providers are of the view that the current QoS parameters are not sufficient, MCMC invites further submissions from stakeholders on the specific changes required to subsection 6.15.27 (quality of service).

MCMC preliminary view

32.86 MCMC's preliminary view is to retain subsection 6.15 with modifications as set out below:

Reference	Summary of proposed change	MCMC rationale
3 and 6.15	MCMC proposes to amend the defined term as follows: *"~~"Polygon"~~ "Coverage Area" means a sub-area based on the administrative division (~~daerah or~~ districts) in Malaysia, made up of Site(s) where the Access Provider's 5G RAN is or will be made available as defined by the Access Provider and amended from time to time;"*	This amendment seeks to transition away from operator-specific terminology toward a more universal and technology-neutral language that accommodates the second 5G network provider, U Mobile.

	MCMC also proposes to replace all references to "Polygon" in subsection 6.15 with "Coverage Area".	
6.15.7	MCMC proposes to amend subsection 6.15.7 as follows: *"For the purposes of paragraph 5.7.13(a)(i) of this Standard, the indicative delivery timeframe for 5G Services is ~~forty (40) Business Days~~ thirty (30) Business Days. For clarification, the indicative delivery timeframe in this subsection 6.15.7 commences from the Notice of Acceptance or confirmation of the Order (as applicable) in accordance with subsection 5.7.14 of this Standard."*	The industry has achieved greater operational maturity since the initial rollout of single wholesale network which justifies shortening the timeframe from 40 Business Days to 30 Business Days. This amendment is also aligned with Malaysia's national objective to accelerate the launch and growth of 5G services in Malaysia.
6.15.9	MCMC proposes to amend subsection 6.15.9 as follows: *"(b) Examples of activities in respect of which the Access Provider must not discriminate between Access Seekers or in favour of itself include:* *[…]* *(v) an activity that is ancillary or incidental to the supply of a 5G service; ~~or~~* *(vi) site activation in connection with 5G Services;* *(vii) access to 5G Services within specific Coverage Areas or sites;* *(viii) access to specific technical elements of a 5G Service;* *(ix) integration support in connection with 5G Services;* *(x) communication of changes in connection with 5G Services; and* *(~~vi~~xi) giving information to Access Seekers about any of the above activities."*	This amendment seeks to update the examples of activities in respect of discrimination must not occur, to reflect a shift towards a dual network model where Access Providers may also be operating in downstream markets.
6.15.10(a)	MCMC proposes to amend paragraph 6.15.10(a) as follows: *"(a) The Operations Manual and associated documents which set out the operational engagement processes, procedures, roles and responsibilities between the Access Provider and the Access Seeker must be ~~published on the Access Provider's publicly~~*	MCMC considers that it would be less administratively burdensome and more efficient for the Operations Manual and associated documents to be provided to Access Seekers, rather than made publicly available.

	~~*accessible website*~~ *provided to the Access Seeker within ten (10) Business Days of an Access Request consistent with information disclosure under subsection 5.3.7.*"	
6.15.10(d)	MCMC proposes to amend paragraph 6.15.10(d) as follows: "*(d) The Access Provider must, at* ~~*quarterly*~~ *half-yearly intervals,* ~~*publish on the Access Provider's publicly accessible website*~~ *provide to the Access Seeker information relating to the Access Provider's product development roadmap for the upcoming 24 months.*"	MCMC considers that it would be less administratively burdensome and more efficient for the product development roadmap to be provided to Access Seekers, rather than made publicly available, and for this to occur at half-yearly rather than quarterly intervals.
6.15.12(a)	MCMC proposes to amend paragraph 6.15.12(a) as follows: "*(a) An indicative plan for the various phases in the Access Provider's 5G RAN must be developed in collaboration with the Planning Committee and* ~~*published on the Access Provider's website*~~ *provided to the Access Seeker in accordance with the timeframes specified under paragraph 6.15.12(c). The indicative plan may have regard to the information shared under paragraph 6.15.13(c)(ii).*"	MCMC considers that it would be less administratively burdensome and more efficient for the deployment schedule to be provided to Access Seekers, rather than made publicly available.
6.15.12(b)	MCMC proposes to make the following consequential amendment to paragraph 6.15.12(b): "*(b) Any information relating to the deployment schedule* ~~*published on the Access Provider's website or otherwise*~~ *provided to the Access Seeker is indicative only and subject to change based on a number of factors including consolidated Access Seeker prioritisation inputs and estimated population coverage targets mandated by the Commission.*"	This is a consequential amendment as a result of amendment to subsection 6.15.12(a).
6.15.18	MCMC proposes to amend subsection 6.15.18 as follows: "*An Access Provider* ~~*may*~~ *must supply a 5G service on a modular and unbundled basis, so that an Access Seeker does not have to acquire network components, Facilities and/or Services that are not required for the requested 5G Services.* ~~*but*~~ *For the avoidance of doubt, an Access Provider shall allow an Access Seeker to*	A positive obligation on the Access Provider is more consistent with the drafting approach adopted throughout section 6 of the MSA Determination.

	acquire a 5G Service on ~~an~~ ~~un~~bundled basis, at the Access Seeker's option."	
6.15.19	MCMC proposes to amend subsection 6.15.19 as follows: *"6.15.19* ***Equivalence of Inputs****. An Access Provider must provide 5G Services on an Equivalence of Inputs basis to Access Seekers, including the product, speed tiers, speed, price, timeframes, service level performance, target capacity and terms and conditions that are equivalent to what it provides to itself and/or other Access Seekers."*	Capacity allocation is a critical parameter in 5G service delivery and a vertically integrated Access Provider could otherwise allocate superior capacity to its own retail operations while providing inferior capacity to Access Seekers.
6.15.20	MCMC proposes amendment to subsection 6.15.20 as follows: *"6.15.20* ***Approval of commercial initiatives****: ~~If the terms of an Access Agreement~~ An Access Provider must not require an Access Seeker to request the Access Provider's approval in respect of marketing, pricing, product or other retail promotions, initiatives or launches in connection with any services that use a 5G Service as an input. ~~(**initiatives**), then:~~* *~~(a) the Access Provider must approve any such request within a reasonable timeframe, and in any event within such timeframe as the Access Provider typically approves its own initiatives; and~~* *~~(b) any such approval must not be unreasonably withheld or delayed.~~"*	In an environment where the Access Providers are vertically integrated (or have the potential to be), an Access Provider should not have the ability to control an Access Seeker's marketing or pricing behaviour in downstream market. This is likely to create a conflict of interest and distort competition in downstream markets.
6.15.23	MCMC proposes deletion of subsection 6.15.23 as follows: *"6.15.23 Not used. ~~Change to the technical details of a Service:~~* *~~(a) If at any time during the term of the Access Agreement, the Access Provider wishes to amend the technical details of an existing 5G Service, the Access Provider must issue the Access Seeker with a notice outlining:~~* *~~(i) the proposed amendments to the technical details;~~* *~~(ii) when the proposed amendments are proposed to be introduced;~~* *~~(iii) any proposed amendments to the pricing for the relevant 5G Service; and~~*	This provision, which requires the Access Provider to consult with Access Seekers to amend service technical details, is no longer necessary given the shift from a monopoly to a duopoly at the 5G wholesale level.

	~~*(iv) inviting the Access Seeker to provide any written feedback and to take part in consultations run by the Access Provider;*~~ ~~*(the notice being a Change to Service Notice).*~~ ~~*(b) Following the Change to Service Notice being issued, the Access Provider agrees to run a consultation period with the Access Seeker and the other Access Seekers in accordance with the process set out in the Operations Manual.*~~ ~~*(c) During the consultation period described in paragraph 6.15.23(b), the Access Seeker may submit a written response to the Access Provider addressing the Change to Service Notice.*~~ ~~*(d) The Access Provider agrees to consider any written feedback provided by the Access Seeker in accordance with paragraph 6.15.23(c) in good faith, and provide a copy of such feedback to the Commission.*~~ ~~*(e) The Access Seeker acknowledges and agrees that prior to making any changes to the technical details of a Service effective, the Access Provider may first test those changes on a trial basis."*~~	
6.15.26(b)(i)	MCMC proposes to amend paragraph 6.15.26(b)(i) as follows: *"(i) where reasonably practicable and without preventing the Access Provider from complying with any applicable legal obligation, consult with Access Seekers prior to implementing any change under paragraph 6.15.26(a); and"*	MCMC considers that this change provides appropriate flexibility to balance engagement with the need for timely implementation of changes.

Questions

Question 67:	Do operators agree with a shortened indicative delivery timeframe of thirty (30) Business Days as proposed above? If not, please provide reasons for your position.
Question 68:	Is a five-year forecast period for 5G Services appropriate? Please provide details on any practical challenges or considerations, if applicable.
Question 69:	Would you support a prohibition on an Access Provider using Access Seekers' sensitive information (e.g. customer traffic details or technical configurations) to advantage the Access Provider in supplying downstream services? If so, what type of information and conduct should be captured by this prohibition?
Question 70:	What are your views on the new provisions proposed by TM at paragraph 32.71, especially the proposal in relation to voice continuity (i.e. uninterrupted voice service during roaming and handover)? Should these

	be incorporated into the Service Specific Obligations for 5G Services? Please provide details.
Question 71:	Do you support the other amendments that MCMC proposes to make to the Service Specific Obligations for 5G Services? If not, please provide details.

33 IP Transit Service

Overview

33.1 Subsection 6.16 of the MSA sets out a series of service specific obligations which MCMC introduced in 2022 in relation to IP Transit Service.

33.2 In section 12 of the PI Paper on Review of Access List, MCMC has proposed removal of the IP Transit Service from the Access List.

MCMC assessment

33.3 Given the proposed removal of IP Transit Service from the Access List, MCMC proposes consequential deletion of subsection 6.16 of the MSA and all other references to IP Transit Service in the MSA.

MCMC preliminary view

33.4 MCMC proposes to delete subsection 6.16 of the MSA with consequential amendments throughout the MSA.

34 Access to Dark Fibre

Overview

34.1 MCMC has proposed to add a new service called Access to Dark Fibre in the Access List. If this service is added to the Access List, MCMC also proposes to include Service Specific Obligations at subsection 6.17 of the MSA.

34.2 MCMC's proposed Service Specific Obligations for Access to Dark Fibre are set out in Annexure 3, at subsection 6.17.

34.3 Since MCMC has only proposed the addition of this service in this PI Paper, stakeholders have not had the opportunity to previously consider and provide their views on the proposed Service Specific Obligations for this service.

34.4 MCMC encourages feedback from operators on the proposed Service Specific Obligations to be applied in relation to Access to Dark Fibre.

MCMC preliminary view

34.5 MCMC has proposed a new subsection 6.17 of the MSA (contained in Annexure 3 of this document) setting out draft Service Specific Obligations in respect of Access to Dark Fibre that is proposed to be listed on the Access List.

Questions

Question 72:	Do you have any comments on the proposed Service Specific Obligations for Access to Dark Fibre, as set out in subsection 6.17 of the draft MSA? Please provide details, including any additional Service Specific Obligations that you consider are required beyond those set out in subsection 6.17 of the draft MSA.
Question 73:	Do you agree with the billing cycle for Access to Dark Fibre proposed in subsection 6.17.6 of the draft MSA (contained in Annexure 3)? Please provide reasons.

35 4G Multi-Operator Core Network (MOCN) Access

Overview

35.1 MCMC proposes to add a new service called 4G Multi-Operator Core Network (**MOCN**) Access in the Access List. If this service is added to the Access List, MCMC also proposes to include Service Specific Obligations at subsection 6.18 of the MSA.

35.2 MCMC's proposed Service Specific Obligations for 4G MOCN Access are set out in Annexure 3, at subsection 6.18.

Submissions received and MCMC assessment

35.3 MCMC thanks stakeholders for their extensive submissions on Service Specific Obligations for 4G MOCN Access. MCMC has considered all of these submissions in drafting the proposed Service Specific Obligations. MCMC has summarised some of the submissions below, which relate to a specific feature of the Service Specific Obligations, and have provided a response referring to the proposed Service Specific Obligations for 4G MOCN Access in subsection 6.18 of Annexure 3 of this document.

Transparency obligations

35.4 Several stakeholders submitted that transparency obligations should apply to MOCN/MORAN arrangements, which would require Access Seekers and Access Providers to declare:

(a) tower facilities and assets being used for these arrangements;

(b) equipment specifications and capacity allocation policies; and

(c) updated coverage maps each quarter.

35.5 An operator submitted that the following Service Specific Obligations are necessary to protect MVNOs:

(a) host MNOs must disclose sites under MOCN/MORAN arrangements, capacity allocation, and traffic prioritisation; and

(b) network change notifications must explicitly state MOCN/MORAN related impacts.

35.6 In response, MCMC has proposed information disclosure obligations (within new subsection 6.18.10 of the MSA) which would require the Access Provider to disclose to Access Seekers the location of the sites where the Access Provider owns or operates 4G RAN equipment. It would also require disclosure of other information, such as network coverage maps, POI locations and information about the technical specifications of RAN equipment and tower facilities where RAN equipment is installed. This would allow Access Seekers to identify the sites for which they may consider entering into MOCN arrangements.

Non-discrimination obligations

35.7 Several stakeholders submitted that MOCN/MORAN arrangements must be subject to non-discrimination obligations so as to require:

(a) equivalence of inputs;

(b) QoS and spectrum parity; and

(c) uniform sales, service and site activation,

as between Access Seeker's and Access Provider's own downstream retail operations.

35.8 Tune Talk would like to see transparency and non-discrimination throughout the industry as well as MCMC controlling interconnect rates for MOCN/MORAN arrangements.

35.9 MCMC has proposed non-discrimination obligations for 4G MOCN Access at subsection 6.18.9 of the draft MSA, and equivalence of inputs obligations at subsection 6.18.12 of the draft MSA.

35.10 The non-discrimination obligation would cover a range of activities, including site activation, access to specific technical elements, integration support and the provision of information. In response to the submissions above, this would ensure that an Access Provider cannot discriminate as between the access provided to the Access Seeker and the Access Provider's own use for retail purposes, in respect of a range of different activities relating to 4G MOCN Access.

35.11 The equivalence of inputs obligation would also apply to a range of elements, including product features, access to types of 4G mobile technologies, speed tiers and target capacity (among other things).

35.12 In relation to Tune Talk's submission about interconnect rates, MCMC notes that the pricing of 4G MOCN Access is not a matter for the MSA, and should instead be raised as an issue during an upcoming review of the MSAP.

Forecasts

35.13 REDtone and YTLC submitted that they would like to see obligations regarding forecasts, which YTLC argues should be proportionate and primarily non-binding, with binding commitments limited to confirmed deployments and not exposing Access Seekers to disproportionate risk.

35.14 MCMC has incorporated proposed forecasting obligations for 4G MOCN Access at subsections 6.18.2 and 6.18.3 of the draft MSA. These are largely based on the forecasting obligations that apply to 5G Services, under subsections 6.15.2 and 6.15.3 of the MSA, which MCMC considers to be relevant as the 5G Services also involve the provision of access through a MOCN model.

Resale restrictions

35.15 GTP Network, PPIT and PDC noted that restriction on resale obligations are appropriate Service Specific Obligations for MOCN and MORAN services.

35.16 It is not clear whether the submissions above are referring to resale restrictions that would apply to:

(a) Infrastructure Sharing (i.e. restricting users of Infrastructure Sharing from "reselling" their access to a third-party, such as a potential MOCN Access Seeker); or

(b) 4G MOCN Access itself (i.e. restrictions on Access Seekers entering into MOCN arrangements from providing certain services downstream, such as to MVNOs).

35.17 MCMC has the following views on this issue:

(a) MCMC considers that imposing resale restrictions at the Infrastructure Sharing level will unduly restrict entry into MOCN arrangements, which MCMC is seeking to encourage through the listing of 4G MOCN Access on the Access List. Please also see MCMC's response at paragraph 4.7 above.

(b) The imposition of resale restrictions by Access Providers of 4G MOCN Access would unduly constrain competition in downstream markets, as it would prevent Access Seekers from using MOCN access in a flexible manner, whether for their own retail operations or as an input into wholesale supply to an MVNO or other operator.

(c) MCMC also proposes to prohibit Access Providers from requiring an Access Seeker to request their approval for certain commercial initiatives, such as marketing and pricing. This prohibition is captured in subsection 6.18.13 of the draft MSA and is in line with MCMC's proposed prohibition of this conduct for 5G Services (see paragraphs 32.83 and 32.86).

MCMC preliminary view

35.18 MCMC has proposed a new subsection 6.18 of the MSA (contained in Annexure 3 of this document) setting out draft Service Specific Obligations in respect of 4G MOCN Access that is proposed to be listed on the Access List.

Question

Question 74:	Do you have any comments on the proposed Service Specific Obligations for 4G MOCN Access, as set out in subsection 6.18 of the draft MSA? Please provide details, including any additional Service Specific Obligations that you consider are required beyond those set out in subsection 6.18 of the draft MSA.

36 Broadcasting Transmission Service

Overview

36.1 MCMC has proposed to add a new service called Broadcasting Transmission Service in the Access List. If this service is added to the Access List, MCMC also proposes to include Service Specific Obligations at subsection 6.19 of the MSA.

36.2 MCMC's proposed Service Specific Obligations for the Broadcasting Transmission Service are set out in Annexure 3, at subsection 6.19.

36.3 Since MCMC has only proposed the addition of this service in this PI Paper, stakeholders have not had the opportunity to previously consider or provide their views on the proposed Service Specific Obligations for this service.

36.4 MCMC encourages feedback from operators on the proposed Service Specific Obligations to be applied in relation to Broadcasting Transmission Service.

MCMC preliminary view

36.5 MCMC has proposed a new subsection 6.19 of the MSA (contained in Annexure 3 of this document) setting out draft Service Specific Obligations in respect of the Broadcasting Transmission Service that is proposed to be listed on the Access List.

Question

Question 75:	Do you have any comments on the proposed Service Specific Obligations for Broadcasting Transmission Service, as set out in subsection 6.19 of the draft MSA? Please provide details, including any additional Service Specific Obligations that you consider are required beyond those set out in subsection 6.19 of the draft MSA.

37 Access to In-Building Mobile Systems

Overview

37.1 MCMC has proposed to add a new service called Access to In-Building Mobile Systems in the Access List. If this service is added to the Access List, MCMC also proposes to include Service Specific Obligations at subsection 6.20 of the MSA.

37.2 MCMC's proposed Service Specific Obligations for Access to In-Building Mobile Systems are set out in Annexure 3, at subsection 6.20.

37.3 Since MCMC has only proposed the addition of this service in this PI Paper, stakeholders have not had the opportunity to previously consider and provide their views on the proposed Service Specific Obligations for this service.

37.4 MCMC encourages feedback from operators on the proposed Service Specific Obligations to be applied in relation to Access to In-Building Mobile Systems.

MCMC preliminary view

37.5 MCMC has proposed a new subsection 6.20 of the MSA (contained in Annexure 3 of this document) setting out draft Service Specific Obligations in respect of the Access to In-Building Mobile Systems that is proposed to be listed on the Access List.

Questions

Question 76:	Do you have any comments on the proposed Service Specific Obligations for Access to In-Building Mobile Systems, as set out in subsection 6.20 of the draft MSA? Please provide details, including any additional Service Specific Obligations that you consider are required beyond those set out in subsection 6.20 of the draft MSA.
Question 77:	Do you agree with the service assurance targets for Access to In-Building Mobile Systems proposed in subsection 6.20.14 of the draft MSA (contained in Annexure 3)? Please provide reasons.

38 Standard Administration and Compliance

Overview

38.1 The Standard Compliance and Administration provisions are currently set out under section 7 of the MSA.

38.2 It predominantly covers the following:

(a) compliance with the MSA, including penalties for non-compliance and how compliance can be a defence against any action (subsection 7.1);

(b) how the MSA may be implemented, for example, in respect of existing Access Agreements and RAOs (subsection 7.2);

(c) MCMC's ability to request a review of a person's compliance with the MSA at any time (subsection 7.3);

(d) the notice procedures for removal, variation or replacement of Facilities/Services in the access list by MCMC (subsection 7.4); and

(e) circumstances under which the MSA may be reviewed by MCMC and details around the review process (subsection 7.5).

Submissions received and MCMC assessment

38.3 MCMC notes that only one comment was received in relation to the Standard Administration and Compliance provisions. TM suggested that the timeframe in

subsection 7.2.5 should only commence once the revised Access List, MSA and the MSAP come into force as all three documents form the access regime. Otherwise, parties risk repeated negotiations after each determination.

38.4 The Access List, MSA, and MSAP serve distinct regulatory functions that must be addressed sequentially. MCMC has strived to review the Access List and the MSA as close together as possible during each review cycle. As for the MSAP, it is not possible to finalise pricing determination for services whose final descriptions and technical scopes have not yet been gazetted. The MSAP process can only properly begin once the Access List and the MSA determinations have been made.

38.5 If the trigger date for modifying a RAO under subsection 7.2.5 were linked to the effective date of the later of the Access List, MSA and MSAP, this would cause a significant mismatch between the RAO and the Access List/MSA terms, as the RAO would only be updated for new services once a revised MSAP comes into force, which may be a significant time later than the effective date of the Access List capturing those services.

38.6 MCMC suggests the following changes to section 7:

(a) **Subsection 7.1.5 (Failure to comply with direction):** a failure to comply with a direction of MCMC which required compliance with the MSA attracted a penalty under section 109 of the CMA which was a fine not exceeding RM 200,000 (two hundred thousand ringgit). Section 109 of the CMA has been repealed by the *Communications and Multimedia Amendment Act 2025* and a new similar provision has been added at section 105(5) of the CMA, which imposes a financial penalty of RM500,000 (five hundred thousand ringgit). Section 242 of the CMA also imposes a penalty of RM100,000 (one hundred thousand ringgit) or imprisonment for a term not exceeding two years (or both) for an omission or neglect to comply with, or an act done or attempted to be done contrary to, the MSA. Consequently, MCMC proposes amending subsection 7.1.5 of the MSA to refer to sections 105(5) and 242.

(b) **Subsection 7.2.2 (Undertakings):** MCMC proposes minor amendments to align the language of the subsection with the CMA.

(c) **Subsection 7.3.1 (General compliance review):** MCMC proposes amending Chapter 4 of Part V of the CMA to Chapter 5 of Part V of the CMA as a result of addition of new provisions (sections 73A and 73B) in relation to audit by MCMC.

(d) **Paragraph 7.3.2(b) (Specific compliance):** MCMC proposes replacing the word "registration" with "lodgment", and specifying that the power of MCMC to check an Access Agreement for compliance with the MSA applies upon lodgement of the Access Agreement. This reflects section 150 of the CMA as amended by the Communications and Multimedia (Amendment) Act 2025, which refers to "Lodgment of access agreements", rather than registration.

(e) **Subsection 7.4.1 (Notice procedures for removal or replacement):** MCMC proposes minor amendment to clarify that an Access Provider must

provide a notice to MCMC as well (as currently required under subsection 5.14.6 of the MSA).

MCMC preliminary view

38.7 MCMC proposes to retain the existing Standard Administration and Compliance provisions set out in section 7 of the MSA with minor amendments as set out below:

Reference	Summary of proposed change	MCMC rationale
7.1.5	MCMC proposes to amend the reference to section 109 of the CMA to section 105(5) of the CMA as set out below: *"Failure to comply with direction: Failure to comply with a direction of the Commission which requires compliance with this Standard, exposes the person receiving the direction to a penalty under section~~s~~ ~~109~~ 105(5) and/or 242 of the Act."*	To reflect amendment made to the CMA by *Communications and Multimedia Amendment Act 2025*.
7.2.2	MCMC proposes to make slight amendments for alignment with the CMA: *"The persons identified in subsection 3.2.1 of this Standard must comply with this Standard when ~~lodging~~ providing an undertaking ~~with~~ to the Commission under section 110 of the Act."*	To align the language to the CMA.
7.3.1	MCMC proposes to amend the reference to section 109 of the CMA to section 105(5) of the CMA as set out below: *"(b) by auditing persons identified in subsection 3.2.1 of this Standard for compliance from time to time (for example, under Chapter 4 and Chapter 5 of Part V of the Act)."*	To reflect amendment made to the CMA by Communications and Multimedia (Amendment) Act 2025.
7.3.2(b)	MCMC proposes deletion of the following provision for alignment with the amended CMA: *"(b) ~~at the time the Commission is considering an Access Agreement for registration~~ upon lodgement of an Access Agreement, the Commission may check the Access Agreement for compliance with this Standard;"*	To reflect amendment made to the CMA by Communications and Multimedia (Amendment) Act 2025.
7.4.1	MCMC proposes minor modification to this provision for consistency with the existing notice requirement under subsection 5.14.6 of the MSA: *"If the Commission removes, varies or replaces Facilities and/or Services in the*	To make the provision consistent with the requirement under subsection 5.14.6 of the CMA.

	access list under section 146 or section 147 of the Act, and an Access Provider wishes to terminate or change the terms of the supply of that Facility and/or Service, the Access Provider may only do so in a manner that is consistent with the supply of that Facility and/or Service to itself, and must provide notice of its intention to terminate or vary, to the Commission and to all Access Seekers to whom it is supplying that Facility and/or Service."	

Question

Question 78:	Do you agree with the proposed amendments to section 7 of the MSA as set out above? If not, please provide reasons for your answer.

39 Dispute Resolution Procedures

Overview

39.1 The Dispute Resolution Procedures are set out in Annexure A of the MSA.

39.2 In its informal questionnaire on the MSA for this review, MCMC sought operator feedback on the Dispute Resolution Procedures. In particular, MCMC asked operators if they had used the Dispute Resolution provisions, whether they had any suggestions on procedures that should be reviewed.

Submissions received and MCMC assessment

39.3 MCMC notes that a number of operators that responded to MCMC's informal questionnaire had not used the Dispute Resolution Procedures to date. Further, most of the respondents were broadly happy with the current Dispute Resolution Procedures in the MSA and did not have any suggested improvements.

39.4 Celcom Timur, Maxis and TM suggested improvements to the Dispute Resolution Procedures relating to the scope of billing disputes, technical the use of technical experts and timely resolutions.

Scope of billing disputes

39.5 Celcom Timur and TM made the following comments in respect of the scope of billing disputes:

(a) **Celcom Timur**:

(i) the provision allowing the invoiced party to withhold payments for amounts "*disputed in good faith*" is subjective and can be used to delay payment indefinitely. While subsection 6.3 of Annexure A limits billing disputes to cases where there are reasonable grounds to believe an error occurred in the billing system, in practice some parties treat any pricing-related issue as a billing dispute. Clarification is needed on whether matters such as MSAP

applicability or other disagreements under the MSA fall within the definition of a billing dispute; and

(ii) rights and obligations for both parties during the dispute period should be defined, such as interim or partial payments, continued service provision and compensation for costs to reduce uncertainty and ensure fairness while maintaining operational continuity.

(b) **TM**: some disputes involve third-party dependencies (e.g. building owners and local authorities), which current procedures do not adequately address. Provisions that recognise third-party involvement should be included and should allow adjusted timelines or alternative resolution mechanisms in such cases.

39.6 MCMC notes that subsection 6.3 of Annexure A narrowly defines a billing dispute as arising only where there are reasonable grounds to believe an error has occurred in the invoicing party's billing system, records or calculation of charges or where fraud is alleged. MCMC clarifies that disputes relating to the appropriate price for a given service or facility, MSAP applicability or other interpretative issues under the MSA do not fall within the scope of a billing dispute.

39.7 MCMC also refers to its comments on the withholding of disputed payments at paragraph 15.9 above.

39.8 MCMC notes Celcom Timur's suggestion to further clarify the parties' rights and obligations during a billing dispute. While the existing framework is intended to balance the rights of Access Providers and Access Seekers (including the Access Seeker's ability to make genuine billing disputes and obtain service continuity against the Access Provider's need to recover charges in a timely manner), MCMC is open to considering whether additional clarification may assist in reducing uncertainty in practice.

39.9 In response to TM's comments on third-party dependencies, MCMC considers that the dispute resolution framework is designed to address disputes between Access Providers and Access Seekers concerning their obligations under an Access Arrangement. The involvement of third-parties does not, of itself, modify those obligations or relieve either party of its responsibility to use reasonable endeavours to comply with applicable processes and timeframes, including under subsection 4.4 of Annexure A.

Technical Experts

39.10 Maxis submitted that section 5 of Annexure A, relating to the use of technical experts, lacks sufficient detail making it challenging to effectively resolve technical disputes. It proposes the following amendments to section 5 of Annexure A:

(a) subsection 5.4: extend the timeframe for the appointment of a Technical Expert from 10 Business Days to 20 Business Days, as the appointment process can be time-consuming and typically requires mutual agreement between the parties;

(b) subsection 5.5: amend the clause entirely to include the following obligations:

(i) preliminary meeting – allow the parties and the Technical Expert to hold a preliminary meeting within 10 Business Days of the expert's appointment to confirm the scope of the dispute, agree on procedural timelines and applicable rules, determine the language and venue and address confidentiality and interim measures;

(ii) submissions of pleadings – require that the statement of claim be filed within 15 Business Days of the preliminary meeting, setting out the facts, legal or technical grounds and remedies sought. The respondent must file a statement of defence within 15 Business Days of receiving the claim, which may include counterclaims. Further submissions such as replies or rejoinders are optional, and each party may respond within 15 Business Days of the other's submission. Additional replies require the Technical Expert's approval in line with agreed timelines and rules; and

(iii) evidence and hearings – require parties to submit documentary evidence, witness statements and expert reports;

(c) subsection 5.6: allow the 5 Business Days' timeframe to commence from the preliminary meeting;

(d) subsection 5.7: allow each party to engage in cross-examination as well as an oral submission; and

(e) subsection 5.10: require the Technical Expert to deliver their award in writing.

39.11 MCMC considers Maxis' proposals to refine the Technical Expert processes to be pragmatic. MCMC's preliminary view is to amend the MSA to extend the timeframe to appoint a Technical Expert from 10 to 20 Business Days (under subsection 5.4), to allow parties to engage in cross-examination (under subsection 5.7) and to require the Technical Expert to deliver their award in writing (under subsection 5.10).

39.12 In relation to the other proposals by Maxis, MCMC's concern is that this would introduce procedures that too closely mirror formal court proceedings. MCMC considers it important to ensure that any refinements preserve the intended efficiency, proportionality and technical focus of the Technical Expert process, without unduly increasing complexity or formality.

*Timely resolution*s

39.13 TM noted that the current timelines for each stage of dispute resolution may be too rigid and lengthy, leading to delays in reaching outcomes and more flexible timelines should be introduced, with expedited pathways for straightforward disputes (e.g. billing errors and minor operational issues).

39.14 MCMC considers that the existing staged timelines are intended to ensure procedural fairness and structured engagement. MCMC acknowledges that certain

low-complexity disputes, such as straightforward billing errors or minor operational issues, may not require the full application of each stage. MCMC is therefore open to considering whether greater flexibility, including expedited pathways for clearly defined disputes, can be introduced within the existing framework.

39.15 MCMC therefore invites submissions in relation to the timeframes within the Dispute Resolution Procedures.

Other comments

39.16 Allo and TIME noted that they have been able to manage disputes through existing arrangements.

39.17 Edotco has not encountered significant market failure that necessitated escalation to dispute resolution.

39.18 Fibrecomm Network has not initiated any Dispute Resolution Procedures and noted that where a counterparty referred matters to MCMC, Fibrecomm Network did not encounter any material issues.

39.19 Pr1ma has not encountered significant issues with the Dispute Resolution Procedures and has no suggestions for change, noting that the procedures provide a clear and effective framework for resolving disputes.

39.20 REDtone, PDC and PPIT have not used the Dispute Resolution Procedures.

39.21 Another operator did not have any suggested improvements.

39.22 MCMC acknowledges the above comments from stakeholders and notes that no further response or action is required.

MCMC preliminary views

39.23 MCMC proposes the following amendments to the Dispute Resolution Procedures:

Reference	Summary of proposed change	MCMC rationale
5.4 of Annexure A	MCMC proposes to extend the timeframe for the appointment of a Technical Expert from 10 Business Days to 20 Business Days, as shown below: *"If the Parties fail to appoint a Technical Expert within ~~ten (10)~~ twenty (20) Business Days of the need to refer a Dispute to a Technical Expert, a Technical Expert will be appointed by the Commission".*	MCMC considers that extending the timeframe for appointing a Technical Expert from 10 to 20 Business Days better reflects the practical time required for parties to identify, assess, and mutually agree on a suitably qualified and independent expert, reducing the risk of unnecessary escalation or delay.
5.7 of Annexure A	MCMC proposes to amend subsection 5.7 so that parties can also undertake cross-examination in	MCMC considers that permitting cross-examination in response to oral submissions will enhance procedural fairness, allow parties to test technical evidence more

	response to oral submissions, as shown below: *"Should a Technical Expert hearing be held, each party will have the opportunity of making an oral submission and cross-examination of the other party's submission in addition to the written submissions submitted in subsections 5.5 and 5.6. This process will be conducted in private."*	effectively and assist the Technical Expert in reaching a well-informed determination.
5.10 of Annexure A	MCMC proposes the following amendment, to require the Technical Expert to deliver their award in writing: *"The Technical Expert will deliver his or her award, which must be in writing, within fifteen (15) Business Days of the hearing or of the last written submission where the arbitration is by documents only."*	MCMC considers that requiring the Technical Expert to deliver the award in writing will promote transparency, clarity and certainty for the parties.

Questions

Question 79:	Do you agree with the proposed changes to the Technical Expert process under section 5 of Annexure A? If not, please provide details.
Question 80:	What are your views on the current dispute resolution timeframes in Annexure A? Would it be appropriate for the timeframes to be made shorter? If so, please provide clear proposals of what timeframes should apply at each stage.

40 Other Submissions

Overview

40.1 Operators also made several other submissions relating to the MSA more generally, that cannot be readily categorised into one of the sections above. Those submissions, and MCMC's views, are set out below.

Submissions received and MCMC assessment

Issues currently regulated by MSA which can be commercially negotiated or removed

40.2 Fibrecomm Network noted that provisions such as such as pricing, service levels, technical specifications, and termination mechanics could be left to commercial negotiation without undermining access objectives of the CMA.

40.3 Fibrecomm Network also submitted that the limited range of services it provides which are subject to the Service Specific Obligations are typically concluded through bespoke commercial negotiation. Fibrecomm Network submitted that services

predominantly supplied on a bespoke or enterprise basis do not require Service Specific Obligations and a principles-based approach complemented by commercial Access Agreements would be sufficient.

40.4 TM submitted that MCMC should also allow more flexibility for operators to adopt alternative procedures and processes.

40.5 CelcomDigi proposed that the MSA clarify that it is a baseline and any additional requirements must be negotiated separately to avoid misunderstandings and disputes.

40.6 MCMC disagrees with Fibrecomm Network's suggestion that critical elements like service levels and termination mechanics should be left entirely to commercial negotiation. The MSA is intended to set out a range of baseline terms, in the form of Content Obligations, which are designed to prevent dominant Access Providers from using their greater bargaining power to impose unreasonable terms on Access Seekers.

40.7 However, in response to the submissions above, MCMC reiterates that the MSA also retains a degree of flexibility, by allowing parties to commercially agree "*alternative terms*" in the Access Agreement that are different from those set out in a RAO (see paragraphs 5.4.6(d) and 5.4.7(b) of the MSA).

Issues that should be regulated by the MSA

40.8 REDtone proposed that in-building solutions and in-building coverage be included in the MSA.

40.9 YTLC suggested including MOCN arrangements (particularly 6-way MOCN), access to dark fibre, an access framework for spectrum, and special provisions for facilities and services funded by the USP fund.

40.10 Symbio submitted that MCMC should regulate access to the Mobile Number Portability (**MNP**) Clearing House to ensure that access methods for both mobile and fixed network operators are supported, and performance and resilience metrics are upheld.

40.11 TM noted that MOCN is increasingly adopted to enable network sharing and accelerate 4G/5G rollout, but it is not regulated under the current Access List or MSA, leaving operators to negotiate complex terms without a clear baseline. TM advocated for the inclusion of MOCN provisions in the MSA and noted it would establish fair, transparent terms for cost-sharing, interoperability, and dispute resolution, ensuring non-discriminatory access and improved coverage in underserved areas.

40.12 TM submitted that Application-to-Person messaging services are not explicitly covered leading to inconsistent practices and risks such as spam or unreliable delivery. TM proposed including Application-to-Person in the MSA to set minimum obligations for quality and transparency and ensure non-discriminatory treatment across networks.

40.13 MCMC thanks stakeholders for their suggestions on issues that should be regulated by the MSA. As set out in the Access List chapter of this PI Paper, MCMC has

proposed to list the following new services in the Access List, including their corresponding service specific obligations in the MSA:

(a) Access to Dark Fibre;

(b) Broadcasting Transmission Service;

(c) Access to In-Building Mobile Systems; and

(d) 4G Multi-Operator Core Network (MOCN) Access.

40.14 MCMC has provided detailed justification for the proposed inclusion of these services in the Access List (and therefore the MSA) in sections 7, 10, 11 and 8 of the PI Paper on Review of Access List, respectively.

40.15 Regarding Symbio's suggestion that the MSA regulate the MNP clearing house, MCMC reiterates that MNP cannot be regulated under the Access List and MSA (as it does not meet the definition of a "network facility" or "network service" under the CMA) and is instead subject to separate forms of regulation. Accordingly, MCMC does not consider it appropriate to regulate access to the MNP clearing house via the Access List or MSA.

40.16 With respect to TM's suggestion to regulate Application-to-Person messaging services, MCMC refers to section 23 of the PI Paper on Review of Access List where MCMC has explained why it does not propose to include A2P messaging on the Access List.

Other issues raised by stakeholders

40.17 CelcomDigi suggested clarifying that Access List services apply only to existing infrastructure, while enhancements or managed services should be subject to commercial discussions. CelcomDigi noted that MCMC may be required to periodically review and recalibrate the Service Specific Obligations to determine whether regulatory intervention remains necessary and proportionate.

40.18 Celcom Timur noted that, during a disagreement on their service and charging structure, the Access Seeker may withhold payment while the dispute is being resolved and suggested clarity on parties' obligations during a dispute.

40.19 Edgepoint emphasised that there should be a right to restrict Access Seekers from renting space at a regulated rate and then sub-letting to another party for profit without consent.

40.20 Edotco noted that in the event of a dispute, they seek guidance from MCMC on MSA terms before reaching an agreement.

40.21 REDtone noted that the 30-day lodgement timeframe for Access Agreements needs to be extended to allow sufficient time for the post-execution process which currently makes meeting this timeframe difficult. REDtone submitted it would be helpful if the MSA had a table of contents, hyperlinked in digital copies, and page numbering to make the document more user-friendly.

40.22 YTLC provided the following general recommendations:

(a) Access Providers should not be able to use internal challenges as grounds to refuse or delay government policies requiring deployment of MOCN arrangements. MCMC should provide clear guidance on how such challenges can be addressed to give effect to these policies;

(b) clearer obligations and enforcement mechanisms are required to ensure non-discriminatory and timely access to fibre infrastructure;

(c) where spectrum is essential for wholesale service provision and access limitations may constrain competition, access should be provided at cost-based prices to promote competition and expansion;

(d) to avoid spectrum parity issues, MCMC should encourage spectrum pooling in MOCN sharing sites through closer regulatory oversight;

(e) each in-building solution location should be a distinct market in which existing operators cannot claim exclusivity. Additionally, Access Providers should not impose disproportionate technical or procedural requirements which are unlikely to be justified;

(f) there should be a clearer regulatory framework for USP infrastructure; and

(g) MCMC should address recurring issues arising out of disputes before the Tribunal and the courts where possible through MSA amendments.

40.23 MCMC thanks operators for their overall comments on the MSA and responds, where required, in succeeding paragraphs.

40.24 In response to CelcomDigi's submission about the Access List only applying to existing infrastructure, MCMC reiterates that, under section 149 of the CMA, the standard access obligations only apply to an Access Provider's network facilities or network services listed in the Access List. This framework therefore only requires Access Providers to provide access to facilities they own or operate at the time of an access request and does not require them to build new infrastructure in response to an access request.

40.25 In response to CelcomDigi's submission regarding periodic review, MCMC acknowledges the need for regulatory agility. MCMC conducts periodic reviews (typically every 4-5 years) of the Access List and the MSA to ensure that Service Specific Obligations remain necessary, proportionate, and effective in promoting competition and the LTBE.

40.26 In response to Celcom Timur's submission, MCMC refers to paragraph 15.9 of this PI Paper where MCMC has clarified the issue of withholding payments.

40.27 MCMC disagrees with Edgepoint's submission that there should be a restriction on subletting space which was rented at a regulated rate. This would be contrary to the "no restriction on resale" principle set out at subsection 4.4.2 of the MSA. The principles of competition do not allow restriction on resupply of facilities and/or services. As mentioned at paragraph 4.10, prohibitions on resale have a negative effect on competition and are not in the LTBE.

40.28 In response to REDtone's submissions, MCMC acknowledges the request for a user-friendly MSA (with hyperlinks) and will consider this for future digital versions.

40.29 Further, regarding the 30-day timeframe for lodgment of Access Agreements, MCMC notes that section 150 of the CMA as amended by the Communications and Multimedia (Amendment) Act 2025 requires lodgment of Access Agreements with MCMC within thirty (30) days from the date of execution or amendment of the Access Agreement. This is a legislative requirement which MCMC cannot extend in the MSA.

40.30 In relation to YTLC's submission, MCMC notes that spectrum-related issues are beyond the scope of this inquiry. MCMC has also addressed a range of other points raised by YTLC throughout this PI Paper.

General amendments to the MSA

40.31 Other than substantive amendments to the MSA discussed in the foregoing sections, MCMC also proposes to make the following amendments to the MSA, which are shown in mark-up in the draft MSA in Annexure 3:

(a) updates to references to CMA, where required, to reflect the Communications and Multimedia (Amendment) Act 2025;

(b) correction of typographical errors; and

(c) deletion of all references to "copper" as a result of deletion of copper-related services from the Access List in the last review cycle.

Annexure 1 Summary of Questions

Overview of the Current MSA

Question 1: Do you agree with MCMC's proposal to add a new interpretation rule in section 5A of the MSA determination? If not, please provide reasons.

General Principles

Question 2: Do you agree with MCMC's preliminary view that no amendments should be made to section 4 (General Principles)? If not, please provide reasons.

Question 3: What are your views on MCMC including a provision in the MSA prohibiting Access Providers from entering into exclusive arrangements with third-parties such as state authorities or landowners in relation to Services and Facilities on the Access List? Do you consider this would be effective in limiting exclusive arrangements in respect of such Services and Facilities?

Reference Access Offers

Question 4: Do you agree with MCMC's proposal to remove the requirement for amendments to a RAO for 5G Services to be approved by MCMC before publication by the Access Provider? If not, please provide reasons.

Security, Insurance and Creditworthiness

Question 5: Do you agree with MCMC's proposed amendments to subsections 5.3.9 and 5.3.10 to clarify the application of the security and insurance requirements?

Reporting Obligations

Question 6: Do you agree with the reporting obligations being triggered by a request by MCMC, rather than being a proactive annual obligation?

Question 7: Do you agree with expanding the reporting obligations to cover Access to Dark Fibre, 4G Multi-Operator Core Network (MOCN) Access, the Broadcasting Transmission Service and Access to In-Building Mobile Systems?

Negotiation Obligations

Question 8: Do you agree with the removal of subsections 5.4.20 and 5.4.21 relating to the fast-track process? If not, please provide reasons.

Forecasting Obligations

Question 9: What changes (if any) could be made to the service-specific forecasting obligations in section 6 to make such requirements technology-neutral?

Question 10: Do you have any concerns about the current drafting of subsection 5.6.3? Do you propose any changes to this provision regarding confirmation of forecasts? Please provide details.

Question 11: Do you have any concerns about MCMC's proposed changes to subsection 5.6.10? If so, please provide details.

Ordering and Provisioning Obligations

Question 12: As an Access Provider or Access Seeker, are you currently using the queueing mechanisms in subsections 5.7.29 and 5.7.30? Do you propose any amendments to these provisions or would you support their removal?

Question 13: Do you consider that any amendments need to be made to subsection 5.7.33 to ensure that the late-delivery rebates framework creates the right incentives and ensures timely and efficient access to Access List services and facilities?

Question 14: Have you encountered instances of opaque or unclear resource charges and do you agree that the proposed amendment to subsection 5.7.28 would address these concerns? Or do you consider further amendments are necessary? Please provide supporting details.

Point of Interface Procedures

Question 15: Is the requirement under paragraph 5.8.6(a) to offer a POI for each Closed Number Area in Malaysia still relevant in the context of IP-based interconnection? If not, what geographic requirement should apply to POI availability?

Question 16: What are your views on decreasing the timeframe for the calculation of the Access Provider's future needs in paragraph 5.8.6(d) from two years to one year? Have you found this to be a barrier to accessing POIs? Please provide details.

Question 17: Do you have any concerns with the proposed deletion of the words "*and includes POI and POP*" from the definition of Point of Interface?

Decommissioning Obligations

Question 18: Do you agree with the changes proposed at subsection 5.9.1, which would have the effect that an Access Provider required to vacate a site as a result of an Emergency only needs to provide as much notice as possible?

Question 19: What are your views on shortening the three-year obligation to provide functionally equivalent POIs and alternative Facilities and/or Services after decommissioning, in subsection 5.9.3 of the MSA?

Question 20: What are your views on the proposal to amend the period for alternative arrangements under subsection 5.9.3 to cease once the Access Seeker has access to new equivalent Facilities and/or Services?

Question 21: Do you agree with the changes proposed to subsections 5.9.4 and 5.9.5? If you do not agree with the proposed changes, please provide your reasons, including your proposed alternative amendments (if any).

Network Change Obligations

Question 22: Do you consider that specific Network Change obligations should apply to the 4G MOCN Access service that MCMC proposes to list on the Access List?

Billing and Settlement Obligations

Question 23: Do you agree with MCMC's proposal to remove the 15-day timeframe in paragraph 5.11.11(a) and replace it with a cross-reference to the applicable billing dispute period in subsection 5.11.12? Please provide reasons.

Question 24: What are your views on augmenting subsection 5.11.4 to create a right for Access Seekers to request follow-up information from the Access Provider to verify invoiced charges? Please provide reasons for why this would be beneficial and how this interacts with the billing dispute period in subsection 5.11.12.

Operations and Maintenance Obligations

Question 25: Do you have any views on the service-specific target times proposed by MCMC for Digital Terrestrial Broadcasting Multiplexing Service? Do you consider a more specific definition needs to be provided for "remote" sites for the purpose of these proposed target times? Please provide details.

Question 26: Are there any other services that you consider should have service-specific target times for fault rectification? If so, please refer to the service and the specific timeframes you consider should apply.

Question 27: Do you consider it appropriate to add exclusions to the target times in subsection 5.12.12? If so, what exclusions would be appropriate?

Question 28: Do you support adding a rebate obligation in the MSA for failure to achieve fault rectification target times? If so, what specific rebates should apply?

Technical Obligations

Question 29: Do you agree with MCMC's proposal to retain the technical obligations in subsection 5.13 without any amendments? If not, please provide details of any required changes.

Term, Suspension and Termination Obligations

Question 30: Do you agree with proposed changes to allow Access Providers and Access Seekers to terminate an Access Agreement on additional grounds that have been mutually agreed by the parties in an Access Agreement?

Question 31: What are your views on MCMC's proposal to allow Access Providers having the right to suspend access without MCMC's prior consent and by giving as much notice as is reasonably practicable under subsection 5.14.5, in cases involving Emergency?

Churn Obligations

Question 32: Do you agree with the deletion of subsection 5.15? If not, please provide reasons.

Legal Boilerplate Obligations

Question 33: Do you agree with MCMC's preliminary view that no changes are required to the legal boilerplate obligation? If you do not agree, please provide reasons for your answer and details of amendments required to legal boilerplate obligations.

O&T Services

Question 34: Are any amendments required to the obligations relating to O&T Services to support and reflect the industry's transition to IP-based technologies (e.g. defined technical requirements)? If yes, please provide your proposed amendments, including reasons for the amendments.

Question 35: Are the quality of service parameters in subsection 6.1.17 relevant and adequate? If not, please propose amendments to subsection 6.1.17 and provide reasons for the proposed amendments.

Interconnect Link Service

Question 36: Do you agree with MCMC's preliminary view that no changes are required to the Interconnect Link Service obligations? If you do not agree, please provide reasons for your answer and details of amendments required to these obligations.

HSBB Network Services

Question 37: Do you agree with MCMC's proposed amendment of subsection 6.6.14 as set out above? If not, please provide reasons.

Question 38: Do you consider that the QinQ implementation obligations in subsection 6.6.15 are still relevant or should they be deleted? Please provide reasons.

Question 39: Do you agree with MCMC's proposed amendments to the churn obligations in paragraphs 6.6.19(a) and 6.6.19(b)? Please provide reasons.

Question 40: Do you consider that the MSA should impose a minimum or fixed rebate amount or percentage under subsection 6.6.23, for non-compliance with KPIs, SLAs and other deliverables under subsection 6.6? If so, please provide the specific amount you are proposing.

Question 41: As an Access Seeker, have you faced any restriction regarding the number of Service Gateways to which you can connect? Please provide details.

Question 42: As an Access Provider, do you mandate a "single Service Gateway" restriction? If so, why?

Transmission Services

Question 43: What are your views on the delivery timeframes under paragraph 6.7.5(b) (for new network facilities) commencing only upon the Access Provider having obtained all necessary permits? Should the timeframes be shortened to reflect this different starting point?

Question 44: Should the MSA require Access Providers of Transmission Services to create a POI at the nearest feasible location (such as the closest manhole)? Please provide details.

Question 45: Do you agree with MCMC's proposed changes to the network availability threshold in subsection 6.7.9? Please provide details.

Question 46: Do you consider that any amendments are required to the quality of service parameters at subsection 6.7.9, including adding new parameters or amending existing parameters such as latency? Please provide details, including the specific parameters that should apply.

Infrastructure Sharing

Question 47: What are your views on the delivery timeframes under subsection 6.8.5 commencing only upon the Access Provider having obtained all necessary permits (where such permits are required)? Should the timeframes be shortened to reflect this different starting point?

Question 48: What are your views on requiring Access Seekers of Infrastructure Sharing to maintain a site register (under subsection 6.8.11) at the Access Provider's specific site? Would this be a practicable requirement?

Question 49: Should any obligations be imposed in relation to "technical proposals" in subsection 6.8 (e.g. timeframes for acceptance or rejection of a technical proposal under subsection 6.8.4 or allowing physical access to fulfil a technical proposal under subsection 6.8.7)? If so, how should "technical proposals" be defined and what specific obligations should apply?

Question 50: What service assurance timeframes should apply for difficult-to-access or remote Infrastructure Sharing sites under subsection 6.8.17? Please provide specific details for all relevant elements (response time, progress update frequency, temporary restoration time, rectification time and incident report issuance).

Question 51: Do you consider that permitting costs incurred by Access Providers of Infrastructure Sharing should be borne solely by the Access Provider or shared with all Access Seekers? Please provide reasons.

Question 52: What are your views on introducing a new obligation in subsection 6.8 that charges for new or additional equipment installed by the Access Seeker can only commence once a Permit to Work is issued for installation? How should "Permit to Work" be defined, or do you consider a different start time to be more appropriate for charging purposes?

Question 53: What are your views on MCMC's proposed amendment to subsection 6.8.13 to refer to the "cost causation principle" in apportioning utility and ancillary costs between the Access Provider and Access Seekers?

Question 54: What are your views on the proposed new subsections 6.8.21, 6.8.22 and 6.8.23 of the MSA, which regulate Access Provider and Access Seeker rights and pricing principles for Infrastructure Sharing used in relation to MOCN/MORAN arrangements?

Network Co-Location Service

Question 55: Are the operators facing any specific issues in relation to provisioning timeframes set out in subsections 6.9.3, 6.9.4 and 6.9.5 as an Access Provider or an Access Seeker? If yes, please provide details of the specific issues faced and your proposed changes to the timeframes.

Question 56: Do operators consider it appropriate to have more granular or differentiated delivery timeframes for different types of Network Co-Location Services? If so, please propose the specific timeframes that should apply to each type of service or activity.

Domestic Connectivity to International Service

Question 57: Do operators consider the current Service Specific Obligations for the Domestic Connectivity to International Service to be sufficient? Please detail any proposed addition, deletion or amendment to the existing terms.

Pole, Duct and Manhole Access

Question 58: Do you consider the amendments in Annexure 3, which seek to add poles for fixed deployments within the scope of subsection 6.11, to be appropriate? Are any other changes to the Service Specific Obligations for Pole, Duct and Manhole Access required to reflect the proposed expansion of this service to poles for fixed deployments?

Question 59: Do you agree with MCMC's proposed amendments to subsection 6.11.9 (regarding escorts)? If not, please provide reasons for your position.

Question 60: Do you agree with the proposed amendment to subsection 6.11.21 to allow use of Access Seeker's choice of subcontractors in relation to installation, maintenance, and rectification of the Access Provider's duct infrastructure with the Access Provider's prior approval? If not, please provide reasons for your objection.

Question 61: Do you agree with the proposed new subsection which mandates the provision of Pole, Duct and Manhole Access on modular and unbundled basis? If not, please provide reasons.

Digital Terrestrial Broadcasting Multiplexing Service

Question 62: Do operators consider the existing Service Specific Obligations for the Digital Terrestrial Broadcasting Multiplexing Service to be sufficient? Please detail any proposed addition, deletion or amendment to the current terms.

MVNO Access

Question 63: What is your view on the 40-Business-Day delivery timeframe for MVNO Access in subsection 6.13.6? If you propose a different timeframe, please provide justifications.

Domestic Inter-Operator Roaming Service

Question 64: Do you agree with the deletion of the transition provisions in subsection 6.14.2? If not, please provide reasons for your answer.

Question 65: Would you support Domestic Inter-Operator Roaming Service being available on a sub-national or site-by-site basis, rather than requiring Access Seekers to acquire national coverage? Are there any technical constraints associated with this approach?

Question 66: Do you consider any further amendments that need to be made to the Service Specific Obligations for the Domestic Inter-Operator Roaming Service? If yes, please provide detailed reasons, including your proposed amendments to the language of subsection 6.14.

5G Services

Question 67: Do operators agree with a shortened indicative delivery timeframe of thirty (30) Business Days as proposed above? If not, please provide reasons for your position.

Question 68: Is a five-year forecast period for 5G Services appropriate? Please provide details on any practical challenges or considerations, if applicable.

Question 69: Would you support a prohibition on an Access Provider using Access Seekers' sensitive information (e.g. customer traffic details or technical configurations) to advantage the Access Provider in supplying downstream services? If so, what type of information and conduct should be captured by this prohibition?

Question 70: What are your views on the new provisions proposed by TM at paragraph 31.71, especially the proposal in relation to voice continuity (i.e. uninterrupted voice service during roaming and handover)? Should these be incorporated into the Service Specific Obligations for 5G Services? Please provide details.

Question 71: Do you support the other amendments that MCMC proposes to make to the Service Specific Obligations for 5G Services? If not, please provide details.

Access to Dark Fibre

Question 72: Do you have any comments on the proposed Service Specific Obligations for Access to Dark Fibre, as set out in subsection 6.17 of the draft MSA? Please provide details, including any additional Service Specific Obligations that you consider are required beyond those set out in subsection 6.17 of the draft MSA.

Question 73: Do you agree with the billing cycle for Access to Dark Fibre proposed in subsection 6.17.6 of the draft MSA (contained in Annexure 3)? Please provide reasons.

4G Multi-Operator Core Network (MOCN) Access

Question 74: Do you have any comments on the proposed Service Specific Obligations for 4G MOCN Access, as set out in subsection 6.18 of the draft MSA? Please provide details, including any additional Service Specific Obligations that you consider are required beyond those set out in subsection 6.18 of the draft MSA.

Broadcasting Transmission Service

Question 75: Do you have any comments on the proposed Service Specific Obligations for Broadcasting Transmission Service, as set out in subsection 6.19 of the draft MSA? Please provide details, including any additional Service Specific Obligations that you consider are required beyond those set out in subsection 6.19 of the draft MSA.

Access to In-Building Mobile Systems

Question 76: Do you have any comments on the proposed Service Specific Obligations for Access to In-Building Mobile Systems, as set out in subsection 6.20 of the draft MSA? Please provide details, including any additional Service Specific Obligations that you consider are required beyond those set out in subsection 6.20 of the draft MSA.

Question 77: Do you agree with the service assurance targets for Access to In-Building Mobile Systems proposed in subsection 6.20.14 of the draft MSA (contained in Annexure 3)? Please provide reasons.

Standard Administration and Compliance

Question 78: Do you agree with the proposed amendments to section 7 of the MSA as set out above? If not, please provide reasons for your answer.

Dispute Resolution Procedures

Question 79: Do you agree with the proposed changes to the Technical Expert process under section 5 of Annexure A? If not, please provide details.

Question 80: What are your views on the current dispute resolution timeframes in Annexure A? Would it be appropriate for the timeframes to be made shorter? If so, please provide clear proposals of what timeframes should apply at each stage.

Annexure 2 Legislative Context

1. The CMA governs the communications and multimedia industry in Malaysia and establishes the regulatory and licensing framework applicable to the industry.

2. Chapter 3 of Part VI of the CMA is concerned with Access to Services. It contains processes for MCMC to regulate access to facilities and services which are listed in the Access List.

3. Chapter 10 of Part V of the CMA is concerned with the determination of Mandatory Standards. It contains processes for MCMC to determine a Mandatory Standard which is consistent with the objects and terms of the CMA and any regulatory instruments issued under the CMA.

4. The relevant provisions of the CMA for the purposes of this review of the Review of Mandatory Standard on Access are as follows:

   (a) section 55, which sets out the process for conducting an inquiry and making a determination;

   (b) section 56, which gives MCMC the power to modify, vary or revoke a determination in response to a written request or on its own initiative;

   (c) section 58, which provides MCMC may hold a public inquiry on any matter of a general nature which relates to the administration of the CMA, either in response to a written request from a person or on its own initiative if MCMC is satisfied that the matter is of significant interest to the public or to current or prospective licensees;

   (d) section 60, which provides MCMC may conduct an inquiry as an when it thinks fit and for the purposes of an inquiry, exercise any or all of its investigation and information gathering powers under Chapters 4 and 5 of Part V of the CMA;

   (e) section 61, which provides the inquiry held by MCMC shall be public and for the duration of a minimum of 45 days within which members of the public are invited to make submissions to MCMC;

   (f) sections 62 and 64, which allow MCMC to conduct an inquiry (or parts of an inquiry) in private in certain cases, and to provide a written instruction restricting the disclosure of confidential material presented at the inquiry or part of the inquiry;

   (g) section 65, which sets out the requirement to publish a report into any inquiry within 30 days of the conclusion of the inquiry, which may be extended by not more than 30 days by MCMC;

   (h) section 104, which allows MCMC to determine a mandatory standard for any matter which may be the subject matter of a voluntary industry code if MCMC is satisfied that the designated industry forum has not developed a satisfactory voluntary industry code or the voluntary industry code is likely to fail or has failed, and will continue to fail, or to promote industry conduct

consistent with the objects of the CMA, any relevant instrument under the CMA or any relevant provisions of the CMA;

(i) section 105, which sets out the requirement for a mandatory standard to be consistent with the objects of CMA, any relevant instrument under the CMA or any relevant provisions of the CMA or its subsidiary legislation; and

(j) section 106, which allows MCMC to modify, vary or revoke a mandatory standard.

5. MCMC has determined under section 58(2) that a public inquiry will be held as part of this Review of Mandatory Standard on Access, as this review is of significant interest to the public and the communications industry. This process accords with international regulatory best practice.

Objects and national policy objectives

6. This Public Inquiry will be conducted in accordance with the objects and national policy objectives of the CMA. The objects of the CMA are set out in section 3(1) as follows:

(a) to promote national policy objectives for the communications and multimedia industry;

(b) to establish a licensing and regulatory framework in support of national policy objectives for the communications and multimedia industry;

(c) to establish the powers and functions for MCMC; and

(d) to establish powers and procedures for the administration of the CMA.

7. The national policy objectives are set out in section 3(2) as follows:

(a) to establish Malaysia as a major global centre and hub for communications and multimedia information and content services;

(b) to promote a civil society where information-based services will provide the basis of continuing enhancements to quality of work and life;

(c) to grow and nurture local information resources and cultural representation that facilitate the national identity and global diversity;

(d) to regulate for the long-term benefit of the end user;

(e) to promote a high level of consumer confidence in service delivery from the industry;

(f) to ensure an equitable provision of affordable services over ubiquitous national infrastructure;

(g) to create a robust applications environment for end users;

(h) to facilitate the efficient allocation of resources such as skilled labour, capital, knowledge and national assets;

(i) to promote the development of capabilities and skills within Malaysia's convergence industries; and

(j) to ensure information security and network reliability and integrity.

Annexure 3 Draft MSA

The Draft MSA is attached as Annexure 3 to this PI Paper.

Changes are shown in markup relative to the current MSA (Commission Determination on the Mandatory Standard on Access, Determination No. 1 of 2022).

The substantive amendments that MCMC proposes to make to the MSA are explained throughout this PI Paper, in the corresponding sections above.

In addition, MCMC proposes to make certain minor amendments to improve clarity of expression and consistency, to remove unused terms and to correct typographical errors. These amendments are also shown in markup in the Draft MSA within this Annexure 3.

ANNEXURE 3

Suruhanjaya Komunikasi dan Multimedia Malaysia

Malaysian Communications and Multimedia Commission

COMMUNICATIONS AND MULTIMEDIA ACT 1998

COMMISSION DETERMINATION ON THE MANDATORY STANDARD ON ACCESS

DETERMINATION NO. ~~1~~[X] OF ~~2022~~2026

Pursuant to the Ministerial Direction to Determine a Mandatory Standard on Access, Direction No. 2 of 2003 and in exercise of the powers conferred by sections 55, 56, 104(2) and 106 of the Communications and Multimedia Act 1998 *[Act 588]* ("Act"), the Commission hereby determines as follows:

Citation and commencement

1. This Determination may be cited as the **Commission Determination on the Mandatory Standard on Access, Determination No. ~~1~~[x] of ~~2022~~2026.**

2. This Determination shall come into force on ~~1 November 2022~~[x]2026.

Definitions and Interpretation

3. For the purposes of this Determination, unless the context otherwise requires:

"3GPP" means the 3rd Generation Partnership Project and any successor standards organisation which develops protocols for mobile telecommunications.

"4G Evolved Packet Core ("EPC") with 5G Radio Access Network ("RAN")" has the meaning as described in paragraph 5(19) of the Access List Determination;

"4G Multi-Operator Core Network ("MOCN") Access" has the meaning as described in paragraph 5(21) of the Access List Determination;

"5G Services" means each of 5G Standalone Access and 4G Evolved Packet Core ("EPC") with 5G Radio Access Network ("RAN");

"5G Standalone Access" has the meaning as described in paragraph 5(18) of the Access List Determination;

"Access Agreement" means an agreement entered into between Operators whereby the Access Provider provides access to an Access Seeker in accordance with the terms contained in such agreement;

"Access List Determination" means the Commission Determination on Access List, Determination No. ~~1~~[x] of ~~2022~~2026 which contains the list of Facilities and Services determined by the Commission under Chapter 3 of Part VI of the Act;

"Access Provider" means:

(a) network facilities provider who owns or provides Facilities listed in the Access List Determination; or

(b) network service provider who provides Services listed in the Access List Determination; and

(c) who is a licensee as defined in the Act;

"Access Request" means a request for access made by an Access Seeker under subsection 5.4.5 of this Standard and containing the information contained in subsection 5.4.6 of this Standard;

"Access Seeker" means a network facilities provider, a network service provider, an applications service provider or a content applications service provider who is a licensee as defined in the Act and who makes a written request for access to Facilities and/or Services listed in the Access List Determination;

"Access Service Provider" means the Operator to whose Network, a line is directly connected and over which Services are supplied, and may also be a Gaining Service Provider or a Releasing Service Provider;

"Access to Dark Fibre" has the meaning as described in paragraph 5(20) of the Access List Determination;

"Access to In-Building Mobile Systems" has the meaning as described in paragraph 5(23) of the Access List Determination;

"API" means an application programming interface;

"Billing Period" means the period over which the supply of access to Facilities and/or Services is measured for the purposes of billing as contemplated in subsection 5.11.1 of this Standard, which shall be no more than one (1) month and in accordance with the relevant calendar month, unless otherwise agreed between the parties;

"Billing Cycle" means the regular periodic basis on which the Access Provider shall issue Invoices for the supply of access to Facilities and/or Services during each Billing Period, as specified in subsection 5.11.3 of this Standard;

"Billing Dispute" has the meaning given to it in subsection 1.1 of the Dispute Resolution Procedures in Annexure A of this Standard;

"Broadband Termination Unit" or "BTU" means an access device that is capable of supporting multiple terminating equipment with multiple types of interfaces including but not limited to FE (RJ45), RJ11 and wireless via a single last mile connectivity;

"Broadcasting Transmission Service" has the meaning as described in paragraph 5(22) of the Access List Determination;

"Business Day" means a day other than the followings days:

(a) a Saturday and Sunday;

(b) in states where Friday is observed as the weekly holiday, a Thursday and Friday; or

(c) a day which is lawfully observed as a national public holiday throughout Malaysia;

"B2B" means Business to Business;

"Calling Line Identification" or "CLI" means the information generated from the Network which identifies and forwards through the Network the calling number;

"Capacity Allocation Policy" has the meaning given to it in subsection 5.7.32 of this Standard;

"Change Notice" has the meaning given to it in subsection 5.10.3 of this Standard;

"Churn" means the processes which are required to be carried out by Operators in relation to the provision of Services and transfers of Customers, whenever a Customer requests for a transfer from the Operator who has been providing the said Customer with one or more Services (Releasing Service Provider) to another Operator (Gaining Service Provider);

~~"Churn Service" means the Service which the Customer requests a Gaining Service Provider to provide;~~

"Closed Number Area" means a set of digit(s) beginning with the trunk prefix "0" which forms the first part of a national number, and which indicates the defined geographical area within Malaysia where the Customer's fixed number is located, provided always that "09" in the states of Pahang, Terengganu and Kelantan will be treated as one Closed Number Area, "082" to "086" in the state of Sarawak will be treated as one Closed Number Area and "087" to "089" in the state of Sabah will be treated as one Closed Number Area;

"Commission" means the Malaysian Communications and Multimedia Commission;

"Confidential Information" means all information, know-how, ideas, concepts, technology, manufacturing processes, industrial, marketing and commercial knowledge of a confidential nature (whether in tangible or intangible form) relating to or developed in connection with or in support of the business of the Disclosing Party but does not include:

(a) information which is or becomes part of the public domain (other than through any breach of an Access Agreement);

(b) information rightfully received by the Receiving Party from a third person without a duty of confidentiality being owed to the third person, except where the Receiving Party has knowledge that the third person has obtained that information either directly or indirectly as a result of a breach of any duty of confidence owed to the Disclosing Party;

(c) information which has been independently developed by the Receiving Party; or

(d) information required by law or the business rules of any stock exchange to be disclosed, provided that:

(i) the Receiving Party, gives twenty-four (24) hours' notice to the Disclosing Party of the particulars of the required disclosure; and

(ii) the Receiving Party provides the Disclosing Party with all assistance reasonably required by the Disclosing Operator (at the Disclosing Party's cost) to enable the Disclosing Party to take any steps available to it to prevent that disclosure or to ensure that it occurs subject to a reasonable obligation of confidence;

"Content Obligations" means those obligations set out in subsections 5.5 to 5.16 (inclusive) of this Standard;

"Coverage Area" means a sub-area based on the administrative division (districts) in Malaysia, made up of Site(s) where the Access Provider's 5G RAN is or will be made available as defined by the Access Provider and amended from time to time;

"Customer" means in relation to an Operator, a person having a contractual relationship with that Operator for the provision of communications by means of that Operator's Facilities and/or Services;

"Customer Demand List" means any list submitted by the Access Seeker from time to time requiring certain actions to be taken by the Access Provider to facilitate the placement of an Order by the Access Seeker, in accordance with subsection 6.6.20 of this Standard;

"Digital Terrestrial Broadcasting Multiplexing Services" has the meaning as described in paragraph 5(12) of the Access List Determination;

"Disclosure Obligations" means those obligations set out in subsection 5.3 of this Standard;

"Disclosing Party" means the party disclosing the Confidential Information;

"Dispute Resolution Procedures" means the procedures outlined in Annexure A of this Standard;

"Domestic Connectivity to International Services" has the meaning as described in paragraph 5(10) of the Access List Determination;

"Domestic Inter-Operator Roaming Service" has the meaning as described in paragraph 5(17) of the Access List Determination;

"Effective Date" means the date on which this Standard comes into effect as specified in paragraph 2 of this Determination;

"Emergency" means an imminent actual or potential risk to the safety of persons or property or the integrity of a telecommunications network requiring immediate action to avoid or mitigate any damage or personal injury;

"Emergency Suspension" means a suspension of access to a Facility and/or Service by an Access Provider under paragraphs 5.14.5(a), 5.14.5(b) or 5.14.5(c) of this Standard, in response to an Emergency;

"End-to-End Transmission Service" has the meaning as described in paragraph 5(8) of the Access List Determination;

"Equipment" means any equipment (whether hardware or software), or device which is part of or within a Network;

"Equivalence of Inputs" is a concept that describes an Access Provider providing to itself and to all Access Seekers the same Facilities and Services on the same terms and conditions including at the same prices and service levels, using the same systems and processes and to the same timescales. For clarification, references in this Standard to "itself" includes its own divisions, subsidiaries, partners or other entities in which it has a direct or indirect equity, contractual or other interest;

"Facilities" means network facilities and/or other facilities which facilitate the provision of network services or applications services, including content applications services, as listed in the Access List Determination;

"Facility and/or Service Change" has the meaning given to it in paragraph 5.10.2(b) of this Standard;

"Fixed Network" means network facilities and/or network services comprising the public switched telephone network and/or networks based on Internet Protocols for the provision of communications by guided electromagnetic energy or by point-to-point unguided electromagnetic energy;

"Fixed Network Origination Service" has the meaning as described in paragraph 5(1) of the Access List Determination;

“Fixed Network Termination Service” has the meaning as described in paragraph 5(2) of the Access List Determination;

“Force Majeure” means an event or circumstance beyond the reasonable control of an Operator which affects the Operator’s ability to perform its obligations under this Standard or under an Access Agreement;

“Forecast” means a forecast made by the Access Seeker referred to in subsection 5.6 of this Standard;

“Forecast Information” has the meaning given to it in subsection 5.6.6 of this Standard;

“Forecast Request” means a request by the Access Provider for Forecast Information from the Access Seeker, as described in subsection 5.6.6 of this Standard;

“Functionality Change” has the meaning given to it in paragraph 5.10.2(e) of this Standard;

“Gaining Service Provider” means an Operator to whom another Operator’s Customer requests for a transfer to be made to;

~~“HDF” means Handover Distribution Frame;~~

“High Priority Area” means each of the following locations, facilities or areas:

(a) Federal and State Government administration centres;

(b) transportation hubs, including MRT stations, airports, train stations;

(c) transportation lines or routes, including railways and highways;

(d) high economic impact areas, including industrial parks and economic corridors;

(e) identified Government projects under RMK-12~~2~~3;

(f) Jalinan Digital Negara (JENDELA) projects;

(g) areas identified by the Commission or Government as “high priority” for 5G deployment; and

(h) any other location, facility or area where an Access Provider has been granted the exclusive right to install, supply access to, or maintain, any Facilities and/or Services.

"HSBB Network" has the meaning given to it in paragraph 3 of the Access List Determination;

"HSBB Network Services" means each of the Layer 2 HSBB Network Service ~~with QoS~~ and the Layer 3 HSBB Network Service;

"Infrastructure Sharing" has the meaning as described in paragraph 5(9) of the Access List Determination;

"Interconnect Link Service" has the meaning as described in paragraph 5(5) of the Access List Determination;

"Intellectual Property" means all rights conferred under statute, common law and equity in and in relation to trade marks, trade names, logos and get up, inventions, patents, designs, copyright, circuit layouts, Confidential Information, know-how and trade secrets and all rights and interests in them or licences to use any of them;

"Interface Change" has the meaning given to it in paragraph 5.10.2(a) of this Standard;

"Internet Protocols" has the meaning given to it in paragraph 3 of the Access List Determination;

"Invoice" means the invoice for amounts due in respect of the supply of Facilities and/or Services during a Billing Period as contemplated in subsections 5.11.1 and 5.11.3 of this Standard;

"Layer 2 HSBB Network Service ~~with QoS~~" has the meaning as described in paragraph 5(13) of the Access List Determination;

"Layer 3 HSBB Network Service" has the meaning as described in paragraph 5(14) of the Access List Determination;

"MCMCA" means the Malaysian Communications and Multimedia Commission Act 1998, *[Act 589]*;

~~"MDF" means Main Distribution Frame;~~

~~"Mobile Network" means network facilities and/or network services comprising the public cellular mobile network and/or the public mobile radio network, for the provision of communications;~~

"Mobile Network Origination Service" has the meaning as described in paragraph 5(3) of the Access List Determination;

"Mobile Network Termination Service" has the meaning as described in paragraph 5(4) of the Access List Determination;

"Mobile Virtual Network Operator" or "MVNO" has the meaning given to it in paragraph 3 of the Access List Determination;

"MOCN/MORAN Arrangement" means any active network sharing in the form of a Multi-Operator Core Network or Multi-Operator Radio Access Network arrangement, regardless of whether such arrangement is pursuant to the 4G Multi-Operator Core Network ("MOCN") Access service or is agreed commercially between the Access Seeker and one or more third-parties;

"MVNO Access" has the meaning as described in paragraph 5(16) of the Access List Determination;

"Negotiation Obligations" means those obligations set out in subsection 5.4 of this Standard;

"Network" means network facilities and/or network services comprising a system, or series of systems within Malaysia, that carries or is capable of carrying communications by means of guided or unguided electromagnetic energy or both, and in relation to an Operator, means so much of the network as is owned or operated by the Operator;

"Network Co-Location Service" has the meaning as described in paragraph 5(11) of the Access List Determination;

"Network Conditioning" means the conditioning, equipping and installation of Equipment in the Access Provider's Network to enable the provision of O&T Services;

"Network Facilities" has the meaning given to that term as defined in the Act;

"Non-Binding Forecast Period" means, for the purposes of subsection 5.6.16 of this Standard, any period of time in which the Forecast is non-binding except to the extent a Forecast has been confirmed in accordance with subsection 5.6.3;

"Notice of Acceptance" means the Access Provider's notice of acceptance of an Order provided to the Access Seeker pursuant to subsections 5.7.12 and 5.7.13 of this Standard;

"Notice of Receipt" means the acknowledgment of receipt of the Order from an Access Seeker, as described in subsections 5.7.5 and 5.7.6 of this Standard;

"O&T Service" means an originating or terminating service in the Access List Determination, which on the Effective Date includes:

(a) Fixed Network Origination Service;

(b) Fixed Network Termination Service;

(c) Mobile Network Origination Service; and

(d) Mobile Network Termination Service;

"Operational Support System" or "OSS" means the interactive operational support system provided, or to be provided, by the Access Provider to the Access Seeker to perform the functions required in respect of access to Facilities and/or Services including but not limited to the service fulfilment and service assurances operational support systems;

"Operator" has the meaning given to it in paragraph 3 of the Access List Determination;

"Order" means the Order which an Access Seeker must give to an Access Provider to obtain access to Facilities and/or Services, as described in subsection 5.7.2 of this Standard;

"OSS Change" has the meaning given to it in paragraph 5.10.2(d) of this Standard;

"Other Network Change" has the meaning given to it in paragraph 5.10.2(c) of this Standard;

"Planning Committee" has the meaning given to it in paragraph 6.15.13(a) of this Standard;

"Point of Interconnection" or "POI" has the meaning given to it in paragraph 3 of the Access List Determination;

"Point of Interface" means a point at or between network facilities which demarcates the Network of an Access Provider and the Network of an Access Seeker and is the point at which a communication is transferred between those network facilities ~~and includes POI and POP;~~

~~"Point of Presence" or "POP" has the meaning given to it in paragraph 3 of the Access List Determination;~~

"Pole" has the meaning given to it in paragraph 3 of the Access List Determination;

~~"Polygon" a sub-area based on the administrative division (daerah or districts) in Malaysia, made up of Site(s) where the Access Provider's 5G RAN is or will be made available as defined by the Access Provider and amended from time to time;~~

"Provisional Invoice" means an Invoice issued under subsection 5.11.17 of this Standard;

"QoS" means Quality of Service;

"Receiving Party" means the party receiving the Confidential Information;

"Reference Access Offer" or "RAO" has the meaning given to that term in subsection 5.3.3 of this Standard;

"Rejection Notice" means the notice of rejection made by an Access Provider in response to an Access Seeker's Forecast as described in subsection 5.6.13 of this Standard;

"Releasing Service Provider" means an Operator from whom its Customer requests a transfer;

"Relevant Change" has the meaning given to it in subsection 5.10.2 of this Standard, and includes any Interface Change, Service Change, Network Change, OSS Change and Functionality Change;

"Service Qualifications" means:

(a) in relation to O&T Services, Network Co-Location Service, Infrastructure Sharing, Pole, Duct and Manhole Access, Interconnect Link Service, Transmission Services, Domestic Connectivity to International Services, MVNO Access, ~~or~~ and Domestic Inter-Operator Roaming Service, a desk and/or field study that may be conducted under subsections 5.4 and 5.7 of this Standard, and may include (where relevant) the testing of a line to ascertain whether it could be used in response to an Access Request and/or an Order or proposed Order; and

(b) in relation to all other Facilities and Services, includes the interrogation of an Access Provider's OSS to confirm availability of network facilities to fulfil an Order or proposed Order;

"Services" means network services and/or other services which facilitate the provision of network services or applications services, including content applications services, as listed in the Access List Determination;

"Service Specific Obligations" means the obligations which relate to specific types of Facilities and/or Services set out in section 6 of this Standard and which add to or vary the Content Obligations in respect of those Facilities and/or Services;

"Site" the network site that makes up the Access Provider's 5G RAN required to receive and transmit radio signals for cellular voice and data transmission, comprising transmitters, receivers, power amplifiers, a digital signal processor, a power supply and network interface modules;

"Standard" means the Mandatory Standard on Access as determined by the Commission in this Determination;

"Standard Access Obligations" or "SAO" means the obligations which relate to access as referred to in section 149 of the Act;

"Transfer Form" means a form which is executed by a Customer for the purpose of authorising a Churn;

"Transfer Request" means a request from a Gaining Service Provider to an Access Service Provider to implement a Churn, including a Transfer Form;

"Transmission Services" means each of the Trunk Transmission Service, the Wholesale Local Leased Circuit Service and the End-to-End Transmission Service;

"Trunk Transmission Service" has the meaning as described in paragraph 5(7) of the Access List Determination;

"Validity Period" has the meaning given to the term in paragraph 5.7.13(e) of this Standard;

"VLAN" means Virtual Local Area Network; and

"Wholesale Local Leased Circuit Service" has the meaning as described in paragraph 5(6) of the Access List Determination.

4. In this Determination, unless the context otherwise requires:

(a) the singular includes the plural and vice versa;

(b) a reference to, this Determination or other forms of legal instruments issued under the Act or the Access Agreement, includes any variation or replacement of any of them;

(c) a reference to an annexure or schedule is a reference to an annexure or schedule to this Standard and a reference to this Standard includes an annexure or schedule;

(d) a reference to a section is a reference to a section of this Standard and a reference to a paragraph is a reference to a paragraph of this Standard;

(e) a reference to a statute, ordinance, code or other law includes regulations and other instruments issued under them and consolidations, amendments, re-enactments or replacements of any of them;

(f) the word "person" includes a firm, body corporate, unincorporated association or an authority;

(g) a reference to a person includes the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation), and assigns;

(h) all monetary amounts are expressed in Ringgit Malaysia;

(i) if the day on which the payment of money or the performance of an obligation falls due is not a Business Day, the due date or performance date shall be deemed to be the next Business Day;

(j) a reference to a third person or a third-party is a reference to a person who is not the Access Provider or the Access Seeker; and

(k) a term or expression starting with a capital letter:

(i) which is defined in paragraph 3 of this Determination, has the meaning given to it in paragraph 3;

(ii) which is defined in the body of this Standard, has the meaning given to it in the body of this Standard unless the context indicates otherwise; and

(iii) which is defined in the Act, the relevant subsidiary legislations made under it or the Access List Determination, but is not expressly defined in paragraph 3 of this Determination, has the same meaning as in the Act, the relevant subsidiary legislations made under it or the Access List Determination, as the case may be.

5. A definition provided in the Act shall prevail over a definition provided in this Determination to the extent of any inconsistency.

5A. The Mandatory Standard on Access shall not be read or interpreted in isolation. It shall be read together with the Act, the applicable Commission Determination on the Access List, the applicable Commission Determination on the Mandatory Standard on Access Pricing, and all other relevant determinations and guidelines issued by the Commission from time to time, to the extent that they are not inconsistent with the Act.

Mandatory Standard on Access

6. The Mandatory Standard on Access determined under this Determination is as follows:

SECTION 1: PRELIMINARY

1.1 STRUCTURE

This Standard is divided into:

(a) major sections of this Standard, described as sections (e.g. section 1: Preliminary);

(b) subsections within each section, described as subsections (e.g. subsection 1.2 and subsection 1.2.1); and

(c) paragraphs within subsections, described as paragraphs [i.e. paragraph 1.1(a) and paragraph 1.2.5(a)].

1.2 OUTLINE OF CONTENTS OF THIS STANDARD

The sections of this Standard deal with the following issues:

1.2.1 Section 1 titled **Preliminary** sets out the structure and outline of this Standard.

1.2.2 Section 2 titled **Background** provides an introduction and background to this Standard.

1.2.3 Section 3 titled **Scope** sets out the scope of this Standard in terms of the Facilities and/or Services to be covered and the persons who are subject to this Standard.

1.2.4 Section 4 titled **General Principles** sets out the general principles applicable to access regulation in Malaysia, including principles to implement the SAO contained in section 149 of the Act.

1.2.5 Section 5 titled **Operator Access Obligations** sets out the general obligations that apply to all Operators concerning access to Facilities and/or Services under this Standard, which build upon the basic obligations or SAO set out in the Act. These obligations include:

(a) Disclosure Obligations;

(b) Negotiation Obligations; and

(c) Content Obligations.

1.2.6 Section 6 titled **Service Specific Obligations** sets out the obligations that apply to all Operators concerning various access issues in connection with specific Facilities and/or Services included in the Access List Determination. These obligations build upon the Operator Access Obligations in section 5 either by providing additional detail or introducing specific concepts relevant to a subset of the Facilities and/or Services in the Access List Determination, including:

(a) O&T Services;

(b) Interconnect Link Service;

(c) HSBB Network Services;

(d) Transmission Services;

(e) Infrastructure Sharing;

(f) Network Co-Location Service;

(g) Domestic Connectivity to International Services;

(h) Pole, Duct and Manhole Access;

(i) Digital Terrestrial Broadcasting Multiplexing Services;

(j) MVNO Access;

(k) Domestic Inter-Operator Roaming Service;

(l) 5G Services; ~~and~~

(m) Access to Dark Fibre;

(n) 4G Multi-Operator Core Network ("MOCN") Access;

(o) Broadcasting Transmission Service; and

(p) Access to In-Building Mobile Systems.

~~(q) IP Transit Service.~~

1.2.7 Section 7 titled **Standard Administration and Compliance** sets out the administrative and compliance matters that are applicable to this Standard, including:

(a) enforcement of this Standard;

(b) implementation of this Standard;

(c) compliance review;

(d) transitional measures; and

(e) review of this Standard.

SECTION 2: BACKGROUND

2.1 LEGISLATIVE BASIS FOR THIS STANDARD

2.1.1 This Standard is determined by the Malaysian Communications and Multimedia Commission, established under the MCMCA pursuant to ~~sub~~section 106(2) of the Act and the Ministerial Direction to Determine a Mandatory Standard on Access, No. 2 of 2003 ("Direction").

2.1.2 S~~ubse~~ction 55(6) of the Act provides that any determination by the Commission shall be consistent with the objects of, and any requirements provided in the Act which are relevant to the particular matter or activity.

2.1.3 The Commission takes cognizance of the objects of the Act as provided in ~~sub~~section 3(1) of the Act in determining this Standard including without limitation:

(a) promotion of the national policy objectives for the communications and multimedia industry;

(b) establishment of a licensing and regulatory framework in support of national policy objectives for the communications and multimedia industry; and

(c) establishment of the powers and procedures for the administration of the Act.

2.1.4 The Commission also takes cognizance of the national policy objectives for the communications and multimedia industry as provided under ~~sub~~section 3(2) of the Act, including without limitation:

(a) to regulate for the long-term benefit of the end user;

(b) to ensure an equitable provision of affordable services over ubiquitous national infrastructure; and

(c) to facilitate the efficient allocation of resources.

2.1.5 In accordance with the Direction, the Commission followed the public inquiry procedures prescribed in Chapter 3, Part V of the Act in the course of developing this Standard.

2.2 OVERVIEW

2.2.1 This Standard sets out general principles as well as mandatory regulated terms on key rights and obligations concerning interconnection and access.

2.2.2 Under this Standard, Access Providers are required to make their terms and conditions of access publicly available in the form of Reference Access Offers which must comply with this Standard. The RAOs of Access Providers must be capable of being signed as an Access Agreement or further negotiated by the Access Provider and Access Seeker.

2.2.3 The Commission considers the RAO model balances the need to ensure expeditious and efficient access on transparent terms whilst providing flexibility to accommodate operator-specific matters and the interests of end users which may change over time.

SECTION 3: SCOPE

3.1 TYPES OF FACILITIES AND SERVICES COVERED BY THIS STANDARD

3.1.1 This Standard deals with access to Facilities and/or Services included in the Access List Determination. This Standard aims to be sufficiently flexible to deal with change as it occurs, and includes review provisions and transitional provisions (see subsection 7.4 and subsection 7.5 of this Standard).

3.2 APPLICATION OF THIS STANDARD

3.2.1 Any person who is a licensee as defined in the Act and who acts in one or more of the following capacities is subject to this Standard, and in accordance with subsection 7.1.3 of this Standard, may be directed to comply with ~~sub~~section 105(3) of the Act by the Commission:

(a) network facilities providers, in their capacity as Access Providers or Access Seekers;

(b) network service providers, in their capacity as Access Providers or Access Seekers;

(c) applications service providers, in their capacity as Access Seekers; and

(d) content applications service providers, in their capacity as Access Seekers.

3.2.2 Consistent with the approach of the access regime established by the Act, this Standard confers the same rights and applies the same obligations on persons listed in subsection 3.2.1 of this Standard and as between a particular class of person (e.g. network facilities providers), making no distinction between large or small providers nor does it distinguish between established or new providers.

3.2.3 This Standard shall only apply in respect of the wholesale relationship between Operators in relation to access to Facilities and/or Services included in the Access List Determination. The Commission encourages all Operators to treat the provisions of this Standard, where relevant, as a guideline for any other wholesale access arrangements that may be entered into in respect of facilities and services which are not included in the Access List Determination.

SECTION 4: GENERAL PRINCIPLES

4.1 PRINCIPLES OF ACCESS TO FACILITIES AND SERVICES IN THE ACCESS LIST DETERMINATION

4.1.1 **SAO:** In accordance with the Act and subject to exemptions determined by the Minister, all network facilities providers and network services providers shall provide access on reasonable terms and conditions to the Facilities and/or Services listed in the Access List Determination to any other:

(a) network facilities provider;

(b) network services provider;

(c) applications services provider; or

(d) content applications services provider,

who makes a written request to the relevant Access Provider for access.

4.1.2 **Reasonableness:** An Access Provider may refuse a request if:

(a) supply of the relevant listed Facilities and/or Services would not be reasonable (see subsection 4.1.3 of this Standard); or

(b) supply of the relevant listed Facilities and/or Services would be reasonable, but the terms and conditions requested by the Access Seeker are not reasonable (see subsection 4.1.4 of this Standard).

4.1.3 **Unreasonable request:** Although not prescribed by the Act, a request for access to a listed Facilities and/or Services may not be reasonable if one or more of the criteria in subsection 5.4.11 of this Standard are satisfied. For clarification, this Standard does not intend or attempt to narrow the grounds of refusal upon which a party may rely upon under the Act.

4.1.4 **Unreasonable terms:** The Act provides for several mechanisms to determine terms and conditions if the parties are unable to reach agreement on the terms and conditions of supply, including dispute resolution by the Commission.

4.1.5 **Non-discrimination:** As required by ~~sub~~section 149(2) of the Act, an Access Provider must provide access to those Facilities and/or Services specified in the Access List Determination, and such access must be:

(a) of at least the same or more favourable technical standard and quality as the technical standard and quality provided for itself on the Access Provider's Facilities and/or Services; and

(b) provided on an equitable and a non-discriminatory basis.

4.1.6 **Meaning of non-discriminatory:** For the purposes of this Standard, the non-discrimination principle and the term "non-discriminatory" apply on an Equivalence of Inputs basis and require a comparison of:

(a) the basis on which a Facility and/or a Service is provided by the Access Provider to an Access Seeker; with

(b) the basis on which that Facility and/or Service is provided by the Access Provider to itself and to other Access Seekers.

4.2 APPLICATION OF NON-DISCRIMINATION PRINCIPLE

4.2.1 **Examples:** The non-discrimination principle contained in ~~sub~~section 149(2) of the Act applies to, amongst others the following:

(a) processing of applications for access;

(b) acceptance or refusal of Access Requests;

(c) provision of information required to provide Forecasts or place Orders;

(d) provisioning and Churn of Facilities and/or Services;

(e) allocation of constrained capacity;

(f) fault reporting and fault rectification;

(g) Network Conditioning;

(h) allocation of space at exchanges;

(i) the purpose or use for which access is provided;

(j) the technical parameters with which Facilities and Services are supplied; and

(k) access to Operational Support Systems in respect of service fulfilment and service assurance.

4.2.2 **Non-Standard performance:** Nothing in this Standard limits an Access Seeker's ability to request access to Facilities and/or Services that is either superior or inferior (e.g. as to technical standard and quality) to that which an Access Provider provides to itself.

4.3 CUSTOMER PRINCIPLES

4.3.1 **Recognition of principle:** All Operators must recognise and act consistently with the Customer relationship principles referred to in subsection 4.3.2 of this Standard.

4.3.2 **Customer relationship principles:**

(a) A Customer will be regarded as a Customer of an Operator when the Customer utilises Facilities and/or Services provided to that Customer by the Operator.

(b) The same person may be a Customer of more than one Operator:

(i) in respect of the same or different Facilities provided by different Operators;

(ii) in respect of the same or different Services provided by different Operators; or

(iii) in respect of Facilities provided by one Operator and Services provided by another Operator.

(c) The supply by an Operator to another Operator, which the latter Operator then utilises in providing Facilities and/or Services to its Customers, does not mean that those Customers are also Customers of the first-mentioned Operator.

(d) Each Operator will be responsible for billing its own Customers, unless express agreement to the contrary is made by the Access Provider and the Access Seeker. An agreement to the contrary may include, without limitation:

(i) the Access Provider billing on behalf of the Access Seeker; or

(ii) the Access Provider in its own right billing the Customer of the Access Seeker and making a separate payment to the Access Seeker.

4.3.3 **Prohibited use of Customer information:** The Access Provider is expressly prohibited from using any Access Seeker's Customer information to market or offer to supply its goods or services to that or any other Customer, except where:

(a) the Customer information is publicly available; or

(b) the Customer information has been received or developed by the Access Provider from sources other than the Access Seeker,

and, in either case, the information has not been collected or generated with reference to, or combined with or compared to, information provided in connection with the Access Provider's supply of the Facility and/or Service. This includes any use or intended use by the Access Provider to dissuade that Customer from entering into a contractual relationship with the Access Seeker for retail services that use the Facility and/or Service as an input or more generally, to persuade that Customer to enter into a contractual relationship with the Access Provider for the Access Provider's retail services.

4.4 NO EXCLUSIVITY AND NO RESTRICTION ON RESALE

4.4.1 An Access Provider must not, in relation to the supply of a Facility and/or Service, include a term or condition in an Access Agreement preventing an Access Seeker from acquiring the same or any other Facility and/or Service from another Operator.

4.4.2 Except for access to ducts and manholes supplied under Pole, Duct and Manhole Access, an Access Provider must not, in relation to the supply of a Facility and/or Service, include a term or condition in an Access Agreement

preventing an Access Seeker from re-supplying that Facility and/or Service to any person.

4.5 NECESSARY THIRD-PARTY INVOLVEMENT CAUSING OR CONTRIBUTING TO NON-COMPLIANCE IN TIMEFRAME:

4.5.1 If:

(a) an Access Provider fails to comply with a timeframe under this Standard; and

(b) the Access Provider considers that such failure was caused or contributed to by necessary third-party involvement or other matters reasonably outside the Access Provider's control (for example, where approval from local or other authority is required),

the Access Provider must notify the Commission of such non-compliance and such third-party involvement, and provide the contact details of such third-party, to permit the Commission to investigate the non-compliance.

SECTION 5: OPERATOR ACCESS OBLIGATIONS

5.1 SCOPE

5.1.1 This section 5 imposes obligations on all network facilities providers and/or network service providers who are required to provide Facilities and/or Services listed in the Access List Determination under section 149 of the Act.

5.2 APPLICABLE OBLIGATIONS

5.2.1 All persons described in subsection 5.1.1 of this Standard must comply with each relevant subsection of this Standard, which address the following:

(a) Disclosure Obligations;

(b) Negotiation Obligations;

(c) Content Obligations; and

(d) Service Specific Obligations.

5.3 DISCLOSURE OBLIGATIONS

5.3.1 **General duty:** All Operators shall, subject to the provisions of this Standard and the terms and conditions of any confidentiality agreement entered into pursuant to subsection 5.3.8 of this Standard, provide, in response to a request in good faith from any other Operator, any information which is reasonably necessary for the negotiation, conclusion and implementation of the provision of access as contemplated in this Standard and in the Act. No Operator may enter into any agreement which would prevent it from making information available to other Operators unless:

(a) the Operator notifies the Commission of its entry into the agreement; and

(b) the said agreement permits the Operator to only make the information available if directed by the Commission.

5.3.2 **Freedom to negotiate:** Without limiting its obligations under the Act, an Access Provider shall not:

(a) refuse to negotiate an Access Agreement with an Access Seeker, whether the access sought is based on a RAO or otherwise; or

(b) refuse to provide information required under subsection 5.3 of this Standard on the basis that the Access Seeker wishes to negotiate an Access Agreement, whether the access sought is based on a RAO or otherwise.

5.3.3 **Reference Access Offer:** Each Access Provider shall prepare and maintain a RAO for each Facility and/or Service listed in the Access List Determination which such Access Provider provides to itself or third-parties. The RAO shall:

(a) set out the full terms and conditions on which the Access Provider is prepared to supply Facilities and/or Services to any other Operator, including the rates, charges, charging principles and methodologies to be applied for Facilities and/or Services and any applicable fees or rebates (such as those referred to in subsections 5.7.28 and 5.7.33 of this Standard);

(b) incorporate the details of all available POIs offered by the Access Provider, as specified on its publicly accessible website from time to time under paragraph 5.8.2(a) of this Standard;

(c) contain a copy of the application forms required to be completed by the Access Seeker to apply for access to Facilities and/or Services~~including a copy of the fast-track application form required for use under subsection 5.4.20 of this Standard~~;

(d) contain a copy of the Access Provider's standard confidentiality agreement which shall comply with subsection 5.3.8 of this Standard;

(e) contain only terms and conditions which are consistent with the rights and obligations set out in this Standard and any applicable mandatory standard, including mandatory standard on QoS; and

(f) not contain any terms and conditions which are inconsistent with the rights and obligations set out in this Standard or any applicable mandatory standard, including mandatory standard on QoS.

For clarification, the requirement to prepare and maintain a RAO shall be without prejudice to any rights and obligations of Access Providers and Access Seekers under an Access Agreement.

5.3.4 **Availability:** Each Access Provider shall ensure that each RAO prepared by it shall:

(a) be in writing (which includes legible electronic format);

(b) contain all information required to be included under subsection 5.3 of this Standard;

(c) be accurate;

(d) be modular, so that details about the terms and conditions, including the rates, for each of the Facilities and/or Services are available individually and separately under a RAO;

(e) be consistent with:

(i) the Act;

(ii) this Standard and any applicable mandatory standard, including mandatory standard on QoS; and

(iii) any applicable decision or determination of the Commission;

(f) be made available on the Access Provider's publicly accessible website as soon as the RAO is finalised by the Access Provider;

(g) specify its date and version number, both on the cover and on each page of the document and on the Access Provider's publicly accessible website; and

(h) be provided to the Commission before being made available under paragraph 5.3.4(f) of this Standard.

5.3.5 **Amendment:** If an Access Provider proposes to amend a RAO except to the extent relating to 5G Services, that Access Provider must, no less than thirty (30) Business Days before the Access Provider proposes to effect the changes, provide a copy of the amended RAO showing the proposed changes to the existing RAO, to:

(a) all Access Seekers who are being provided with access to Facilities and/or Services under the existing RAO; and

(b) all Access Seekers who have requested access to Facilities and/or Services under the existing RAO within the period of three (3) months prior to the making of such amendments, excluding any such Access Seeker who has since indicated that it does not wish to proceed with its Access Request.

If an Access Provider proposes to amend an RAO to the extent relating to 5G Services, then the Access Provider must:

(c) consult with all Access Seekers who are being provided with, or have in the preceding three (3) months requested access to, 5G Services under the existing RAO for a period of at least thirty (30) Business Days;

(d) following such consultation, provide to such Access Seekers 30 Business Days' notice of any changes to the RAO; and

(e) ~~obtain written approval from the Commission to publish, and following such approval~~ promptly publish~~,~~ the updated RAO on the Access Provider's website.

For clarification:

(i) nothing in subsection 5.3.5 of this Standard prevents an Access Seeker from initiating a dispute in relation to an amendment to a RAO made by an Access Provider under this subsection;

(ii) where the terms and conditions of an Access Agreement are not identical to those in the existing RAO, an amendment to the RAO will not alter the terms of that Access Agreement except as agreed between the Access Provider and Access Seeker; and

(iii) without prejudice to an Access Seeker's right to dispute a change to a RAO, where the terms and conditions of an Access Agreement are identical to those in the existing RAO, an amendment to the RAO will be deemed to alter the relevant terms and conditions of that Access Agreement u~~. U~~pon expiry of the thirty (30) Business Day period referred in this subsection 5.3.5. However, if the Access Seeker disputes the change to the existing RAO within such thirty (30) Business Day period, no amendments to the Access Agreement will be deemed to occur unless and until such dispute is resolved in favour of the Access Provider.

5.3.6 **Amended RAO:** Upon expiry of the thirty (30) Business Days in subsection 5.3.5 of this Standard (or such longer period as the Access Provider determines is necessary to finalise the amendments to its RAO), the Access Provider will:

(a) make available the amended RAO on the Access Provider's publicly accessible website without delay (including updating its date and version number, both on the cover and on each page of the document); and

(b) provide the updated RAO to the Commission before being made available under paragraph 5.3.6(a) of this Standard.

5.3.7 **Information disclosure:** An Access Provider must provide the following information to an Access Seeker within ten (10) Business Days of receipt of a written request from that Access Seeker for the provision of access (whether or not on the basis of a RAO):

(a) any supplementary details of a Facility and/or Service offered by the Access Provider not included in the RAO, including details concerning all POIs and other locations (including sites deemed to be critical national information infrastructure and other secure sites) at which physical co-location, virtual co-location or in-span interconnection is available to Access Seekers;

(b) any supplementary access charges for access to Facilities and/or Services not included in the RAO (for example, discounts for inferior service levels or surcharges for enhanced service levels);

(c) all supplementary technical information relating to the Facilities and/or Services which may be the subject of the Access Request, which are not included in the RAO, including but not limited to any proof of concept (POC) information where available, physical and logical interfaces of the Access Provider's Network necessary to allow the development and deployment of communications services, value-added services and communications equipment that can interconnect to, and interoperate with, the Access Provider's Network;

(d) supplementary details of the Access Provider's operational processes and procedures not included in the RAO (e.g. regarding escorted access at sites deemed to be critical national information infrastructure or other secure sites);

(e) supplementary details of the Access Provider's provisioning cycles not included in the RAO and any impact such cycles may have upon an Access Request by the Access Seeker (e.g. capacity constraints);

(f) details of the Access Provider's alternative quality of service targets not included in the RAO and actual achievements of service targets in respect of the Facilities and/or Services which may be the subject of the Access Request;

(g) any security requirements, insurance requirements and creditworthiness information (including a credit assessment form, if available) required by the Access Provider under subsections 5.3.9, 5.3.10 and 5.3.11 of this Standard; and

(h) the Access Provider's reasons for failing to supply any of the information referred to in paragraphs 5.3.7(a) to 5.3.7(g) ~~of~~ and subsection 5.3.7 of this Standard.

Prior to the provision of information under subsection 5.3.7 of this Standard, the Access Provider may request the Access Seeker to enter into a confidentiality agreement in accordance with subsection 5.3.8 of this Standard.

5.3.8 **Confidentiality Agreement:** An Access Provider's confidentiality agreement:

(a) shall be reciprocal;

(b) shall be no broader than the confidentiality provisions in the Access Provider's RAO;

(c) shall be no broader than necessary to protect the legitimate commercial interests of the Disclosing Party;

(d) shall include provisions prohibiting the Receiving Party from disclosing information to third-parties or using information other than as necessary for the purposes of assessing a request for access; and

(e) shall not prevent the disclosure of Confidential Information or other information to the Commission by the Receiving Party.

5.3.9 **Security requirements:**

(a) An Access Provider shall not impose any security requirements on an Access Seeker unless the Access Provider determines, acting reasonably, that the Access Seeker presents a credit risk and that imposing the security requirement will materially reduce or remove that risk. In determining whether or not an Access Seeker presents a credit risk, the Access Provider must have regard to the Access Seeker's record of timely payments and may have regard to other factors.

(b) An Access Provider shall ensure that the amount and type of any security requirements to be imposed on an Access Seeker is only imposed in the Access Provider's security policy and is commensurate with:

(i) a commercially reasonable estimate of the charges that will be incurred by the Access Seeker over:

- for Facilities and/or Services with a minimum period of access, a maximum of six months for those Facilities and/or Services; and/or

- for Facilities and/or Services without a minimum period of access, a single Billing Period for those Facilities and/or Services,

in an Access Agreement;

(ii) the creditworthiness of the Access Seeker (including prior record of payment by the Access Seeker); and

(iii) security previously reasonably required by the Access Provider.

(c) The Access Provider must not impose a security requirement on an Access Seeker which:

(i) exceeds a commercially reasonable estimate of the charges that will be incurred by the Access Seeker over the minimum period of access to Facilities and/or Services to be provided by the Access Provider to the Access Seeker; or

(ii) is designed to, or has the effect of, denying or delaying the Access Seeker's access to Facilities and/or Services.

(d) Nothing in this subsection 5.3.9 requires an Access Provider to impose security requirements on an Access Seeker. An Access Provider may provide access to a Facility and/or Service without imposing any security requirements on the Access Seeker.

5.3.10 **Insurance requirements:** An Access Provider shall ensure that any insurance that it requires an Access Seeker to have in place extends no further than the reasonable insurable interest that the circumstances require and, without limiting the foregoing, shall not be permitted to require:

(a) insurance beyond that necessary for worker's compensation, social security, employer's liability insurance and insurance within statutory limits as required by the laws of Malaysia in respect of its employees employed in connection with the work covered by the Access Agreement that may be entered into;

(b) comprehensive general liability insurance in excess of Ringgit Malaysia Twenty Million (RM20,000,000.00) for any one claim or series of claims arising out of an accident or occurrence in connection with the Access Agreement that may be entered into; and

(c) the Access Seeker to specifically list the Access Provider's name as the beneficiary.

For clarity, an Access Provider may require an Access Seeker to have in place comprehensive general liability insurance with a coverage limit lower than Ringgit Malaysia Twenty Million (RM20,000,000.00) or may choose to not impose any insurance requirements on the Access Seeker.

5.3.11 **Creditworthiness information:** An Access Provider may only request creditworthiness information from an Access Seeker:

(a) if the Access Provider reasonably believes that the Access Seeker may not be able to meet any liabilities that may arise under an Access Agreement with the Access Seeker;

(b) if the creditworthiness information sought is limited to information which is publicly available (on this basis, the Access Provider may request the Access Seeker to warrant that such information is accurate); and

(c) to the extent commensurate with a commercially reasonable estimate of the charges that will be incurred by the Access Seeker over the minimum period of access to Facilities and/or Services in an Access Agreement.

5.3.12 **Reporting obligations:** ~~On 1 October of each year, i~~In respect of the Facilities and/or Services set out in subsection 5.3.13 of this Standard, the Commission may, on a need basis, issue a request to an Access Provider requiring the Access Provider to notify the Commission of the matters set out in paragraphs 5.3.12(a) to (m). If an Access Provider receives such a request, the Access Provider must ~~each Access Provider shall~~ notify the Commission in writing within the timeline specified by the Commission, in any form approved or notified by the Commission from time to time, of:

(a) each Facility and/or Service which is included in the Access Provider's RAO as published on its publicly accessible website;

(b) each Facility and/or Service which is not included in the Access Provider's RAO as published on its publicly accessible website;

(c) each Access Agreement which the Access Provider has entered into, including:

(i) the name and contact details of the relevant Access Seeker;

(ii) the Facilities and/or Services made available under the Access Agreement;

(iii) any other products or services made available under the Access Agreement;

(iv) the term of the Access Agreement;

(v) whether the Access Agreement is based on the terms of the Access Provider's RAO, is negotiated on amended terms of that RAO, or is negotiated on alternative terms; and

(vi) any further details of the Access Agreement that may be requested by the Commission from time to time;

(d) each Facility and/or Service which has been supplied under an Access Agreement during the period since the previous ~~reporting period~~ report submitted under subsection 5.3.12 of this Standard and the name and details of the party to which they were supplied;

(e) each Access Agreement which has expired or has been terminated (if any) since the previous ~~reporting period~~ report submitted under subsection 5.3.12 of this Standard;

(f) details of any security required by the Access Provider from Access Seekers under subsection 5.3.9 or subsection 5.16.8 of this Standard, as revised or varied under subsection 5.16.7 of this Standard;

(g) details of all ongoing negotiations with Access Seekers, including the date on which the negotiation commenced and updates where an extension of time for negotiation has been granted;

(h) details of all ongoing disputes with Access Seekers to which the Dispute Resolution Procedures apply;

(i) details of any ongoing space constraints at any POI and other locations including due to technical reasons;

(j) details of any constrained capacity and how it has been allocated in accordance with the Access Provider's Capacity Allocation Policy (or the Access Provider's Capacity Allocation Policy for Pole, Duct and Manhole Access or Infrastructure Sharing, as the case may be);

(k) summary details of all refused requests for interconnection or access by Access Seekers since the previous ~~reporting period~~ report submitted under subsection 5.3.12 of this Standard;

(l) the information required to be provided under subsections 6.6.16, 6.7.7, 6.8.15, 6.9.20, 6.11.7, 6.12.12, 6.13.8, 6.14.10, 6.15.11, 6.17.7, 6.18.8, and 6.19.7of this Standard; and

(m) any other information requested by the Commission.

5.3.13 **Facilities and/or Services subject to reporting:** The reporting obligations set out in subsection 5.3.12 of this Standard apply to the following Facilities and/or Services:

(a) HSBB Network Services;

(b) Transmission Services;

(c) Infrastructure Sharing;

(d) Network Co-Location Service;

(e) Pole, Duct and Manhole Access;

(f) Digital Terrestrial Broadcasting Multiplexing Service;

(g) MVNO Access;

(h) Domestic Inter-Operator Roaming Service;

(i) 5G Services;

(j) ~~IP Transit Service; and~~ Access to Dark Fibre;

(k) 4G Multi-Operator Core Network ("MOCN") Access;

(l) Broadcasting Transmission Service;

(m) Access to In-Building Mobile Systems; and

(n) such other Facilities and/or Services that the Commission may nominate from time to time.

5.4 NEGOTIATION OBLIGATIONS

5.4.1 **Timing:** If an Operator wishes to negotiate an Access Agreement with another Operator:

(a) both parties shall jointly notify the Commission when the negotiations for the Access Agreement begin under this subsection;

(b) both parties shall use their best endeavours to conclude the Access Agreement within:

(i) where there is no Access Agreement in place between the Operators, four (4) months; or

(ii) where there is already a commercial agreement or an Access Agreement in place between the Operators, three (3) months,

after a written request by the Access Seeker to commence negotiations under paragraph 5.4.6(d) of this Standard and the Access Provider's response confirming it is willing to proceed to negotiate under paragraph 5.4.7(b) of this Standard;

(c) if the negotiations are not completed within the applicable timeframe specified under paragraph 5.4.1(b) of this Standard:

(i) the parties may jointly apply to the Commission for an extension of time to negotiate and if the extension of time is not granted by the Commission, there shall be deemed to be a dispute between

the parties and the Dispute Resolution Procedures shall take effect; or

(ii) either party may initiate the Dispute Resolution Procedures; and

(d) if the Commission grants an extension of time under paragraph 5.4.1(c)(i) of this Standard, it may do so subject to such conditions as it specifies (such as an ongoing requirement to provide updates on negotiations at specified intervals and the right to reduce or extend any extension).

5.4.2 **Good faith:** An Operator shall co-operate, in good faith and in a commercially reasonable manner, in negotiating and implementing the terms of its Access Agreements. This includes:

(a) acting promptly, honestly, and not perversely, capriciously or irrationally;

(b) avoiding the imposition of unreasonable restrictions or limitations on the provision of access to Facilities and/or Services (such as refusing to provide particular forms of access that the Access Provider provides to itself); and

(c) avoiding unnecessary disputes and resolving disputes promptly and fairly.

5.4.3 **Confidentiality:** An Operator must protect from disclosure any Confidential Information provided by another Operator in the course of negotiating an Access Agreement and during the term of an Access Agreement in accordance with a confidentiality agreement prepared under subsection 5.3.8 of this Standard.

5.4.4 **Intellectual Property:** An Operator shall only use such Intellectual Property and information provided by another Operator for the purposes of providing or acquiring access to requested Facilities and/or Services. An Operator must not use such Intellectual Property or information for the development or marketing of other communication services or Equipment by that Operator, its own divisions, subsidiaries, partners or other entities in which it has a direct or indirect equity, contractual or other interest, or third-parties.

5.4.5 **Access Request:** An Access Provider may require an Access Seeker to provide an Access Request to the Access Provider if:

(a) there is no Access Agreement in force between the Access Provider and the Access Seeker governing access to the Facilities and/or Services to which the Access Seeker seeks access; or

(b) there is such an Access Agreement, but:

(i) the current term of that Access Agreement will expire or terminate within the next four (4) months; or

(ii) the requested Facilities and/or Services are outside the scope of that agreement.

The Access Provider shall develop a process for desk/field studies and Service Qualifications that an Access Seeker may take up prior to entering into an Access Agreement.

5.4.6 **Required information:** An Access Request must contain the following information:

(a) the name and contact details of the Access Seeker;

(b) the Facilities and/or Services in respect of which access is sought;

(c) a list of the relevant licences held by Access Seeker;

(d) whether the Access Seeker wishes to accept the Access Provider's RAO, to negotiate amendments to the RAO, or to negotiate an Access Agreement on alternative terms;

(e) the information (if any) the Access Seeker reasonably requires the Access Provider to provide for the purposes of the negotiations. The type of information which may be requested by the Access Seeker is described in, but not limited to, subsection 5.3.7 of this Standard;

(f) two (2) copies of a confidentiality agreement properly executed by the Access Seeker in the form prescribed by the Access Provider in accordance with subsection 5.3.8 of this Standard;

(g) preliminary information regarding the scale and scope of Facilities and/or Services that the Access Seeker expects to acquire from the Access Provider pursuant to the Access Request;

(h) relevant technical information relating to the interface standards of the Equipment of the Access Seeker;

(i) relevant information relating to the Access Seeker's Network and the functionality of its services, to the extent that the Access Seeker is aware that such information may affect the Access Provider's Network;

(j) creditworthiness information in accordance with the Access Provider's requirements, as set out in subsection 5.3.11 of this Standard;

(k) assessed security (or, if applicable, confirmation of security provided) in accordance with the Access Provider's security requirements, as set out in subsection 5.3.9 of this Standard;

(l) insurance information in accordance with the Access Provider's insurance requirements, as set out in subsection 5.3.10 of this Standard; and

(m) such other information as the Access Provider may reasonably request for the sole purpose of providing access to the requested Facilities and/or Services.

5.4.7 **Obligations upon receipt:** The Access Provider shall, within ten (10) Business Days of receipt of an Access Request, respond to the Access Seeker in writing acknowledging receipt of the Access Request and stating that:

(a) if the Access Seeker is willing to accept a RAO from the Access Provider, the Access Provider will provide access in accordance with the RAO;

(b) if paragraph 5.4.7(a) of this Standard does not apply, the Access Provider is willing to proceed to negotiate amendments to the RAO or an Access Agreement on alternative terms;

(c) the Access Provider refuses the Access Request in accordance with subsection 5.4.10 of this Standard; or

(d) the Access Provider requires specified additional information to make a decision on the Access Request in accordance with paragraphs 5.4.7(a) to 5.4.7(c) of this Standard, and once such information is received from the Access Seeker, the Access Provider shall reconsider the Access Request in accordance with this subsection and the ten (10) Business Days for the Access Provider to consider the Access Request will recommence from the receipt of the information from the Access Seeker.

The Access Provider must provide a copy of its response to the Commission at the same time that the Access Provider provides the response to the Access Seeker.

5.4.8 **Acceptance response:** If the Access Provider responds that access will be provided in accordance with a RAO [as described in paragraph 5.4.7(a) of this Standard], the Access Provider must, within ten (10) Business Days of such response, provide two (2) copies of the RAO executed by the Access Provider to the Access Seeker and one (1) copy of the executed confidentiality agreement returned by the Access Seeker [in accordance with paragraph 5.4.6(f) of this Standard] that has also been properly executed by the Access Provider.

5.4.9 **Negotiation response:** If the Access Provider is willing to proceed with negotiation of the Access Request [as described in paragraph 5.4.7(b) of this Standard], the Access Provider must set out in its response to the Access Seeker:

(a) a place, date and time, not later than fifteen (15) Business Days from the date of the Access Provider's response, when the Access Provider's representative that is authorised to negotiate on an Access Agreement, will be available for an initial meeting with the Access Seeker's representative that is authorised to negotiate on the Access Agreement; and

(b) one (1) copy of the executed confidentiality agreement returned by the Access Seeker [in accordance with paragraph 5.4.6(f) of this Standard] that has also been properly executed by the Access Provider.

5.4.10 **Refusal response:** If the Access Provider decides to refuse the Access Request [as described in paragraph 5.4.7(c) of this Standard], the Access Provider must set out in its response to the Access Seeker:

(a) the grounds in subsection 5.4.11 of this Standard on which the Access Provider is relying;

(b) the basis of the Access Provider's decision with sufficient particulars to enable the Access Seeker to make its own assessment about the applicability of the specified grounds of refusal; and

(c) a place, date and time, not later than seven (7) Business Days from the date of the Access Provider's response, at which representatives of the Access Provider authorised to review the Access Provider's assessment of the Access Request will be available to meet with representatives of the Access Seeker, for the purpose of discussing the refusal of the Access Request. At this meeting, the Access Seeker may request the Access Provider to substantiate its reasons for refusal (and the Access Provider shall do so), and if access has been refused on the basis of the grounds in:

(i) paragraph 5.4.11(b) of this Standard, the Access Provider must reassess the Access Seeker's original Access Request considering any supplementary information provided by the Access Seeker;

(ii) paragraph 5.4.11(d) of this Standard, the Access Provider must identify when additional capacity or space is likely to be available; and

(iii) paragraph 5.4.11(e) of this Standard, the Access Provider must identify the form of security requirement which would satisfy its concern that the Access Seeker may fail to make timely payment for the requested Facilities and/or Services, its reasons for the security requirement and why it considers such concern cannot be addressed through a security requirement under subsection 5.3.9 of this Standard.

5.4.11 **Grounds for refusal:** Except where expressly permitted otherwise under the Act or section 6 of this Standard, an Access Provider shall not refuse an Access Request, except on the grounds that:

(a) the Access Provider does not currently supply, or provide access to, the relevant Facilities and/or Services to itself or to any third-parties (in which case it shall identify any alternative facilities and/or services which it does provide to itself or to any third-parties, which may be acceptable substitutes), except where the Access Seeker compensates the Access Provider for the original supply of access to Facilities and/or Services to the Access Seeker;

(b) the Access Seeker has not provided all of the information required to be provided in accordance with subsection 5.4.6 of this Standard;

(c) it is not technically feasible to provide access to the Facilities and/or Services requested by the Access Seeker;

(d) subject to this Standard, the Access Provider has insufficient capacity or space to provide the requested Facilities and/or Services;

(e) the Access Provider has reasonable grounds to believe that the Access Seeker may fail to make timely payment for the requested Facilities and/or Services and such concern cannot be addressed through a security requirement in accordance with this Standard;

(f) there are reasonable grounds to believe that the Access Seeker would fail, to a material extent, to comply with the terms and conditions applicable to the supply of the Facilities and/or Services; or

(g) there are reasonable grounds for the Access Provider to refuse access in the national interest.

5.4.12 **Dispute resolution:** If, following the meeting between the parties required to be held pursuant to paragraph 5.4.10(c) of this Standard, for the purposes of discussing an Access Provider's refusal of an Access Request, the parties have been unable to resolve any differences about the validity of the Access Request and the Access Seeker disagrees with the Access Provider's refusal of the Access Request, either party may request resolution of the dispute in accordance with the Dispute Resolution Procedures.

5.4.13 **Initial meeting:** Unless otherwise agreed between the Operators, each Operator shall ensure that its representatives meet on the date notified pursuant to paragraph 5.4.9(a) of this Standard and that such representatives:

(a) agree on a timetable for the negotiations, including milestones and dates for subsequent meetings within the applicable timeframe for negotiations under paragraph 5.4.1(b) of this Standard;

(b) agree on negotiating procedures, including:

(i) calling and chairing meetings;

(ii) responsibility for keeping minutes of the meetings;

(iii) clearly defined pathways and timetables for escalation and resolution by each Operator of matters not agreed in the meetings;

(iv) procedures for consulting, and including in the negotiating process, relevant experts from each of the Operators; and

(v) procedures for preparing and exchanging position papers;

(c) review the information requested and provided to date and identify information yet to be provided by each Operator; and

(d) identify what technical investigations, if any, need to be made and by whom such investigations should be made.

5.4.14 **Facilities and services not specified in the Access List Determination:** If an Access Seeker wishes to obtain access to additional facilities and/or services that are not specified in the Access List Determination, then the requirements under subsection 5.4 of this Standard may apply to any request for access to such additional facilities and/or services to the extent agreed by the parties.

5.4.15 **Additional matters:** An Access Provider shall not do, or threaten to do, anything that has the effect or likely effect of, any of the following:

(a) refuse to negotiate terms of access not related to price, for the reason that the rate, charge, charging principles or methodologies of access has not been agreed upon;

(b) refuse to negotiate access to the Facilities and/or Services because the Access Seeker has not agreed to acquire access to other Facilities and/or Services or because the Access Seeker has not agreed to acquire a particular configuration, option or feature of a requested Facility and/or Service;

(c) require an Access Seeker to enter into a confidentiality agreement the terms of which would preclude the disclosure of information requested by the Commission or required to be disclosed for the purposes of dispute resolution;

(d) require an Access Seeker to warrant that an Access Agreement complies with all applicable laws;

(e) refuse to include in any Access Agreement a provision permitting variation of the Access Agreement in the event of any change in rules, applicable laws or applicable regulations (including Commission decisions and determinations);

(f) make any negotiation conditional on the Access Seeker first obtaining any regulatory approval or consent;

(g) intentionally mislead or coerce an Access Seeker into reaching an agreement, which would not otherwise have been reached if not for the misleading act or coercion;

(h) intentionally obstruct or delay negotiations or any dispute resolution process;

(i) fail to nominate representatives who have sufficient authority and with sufficient availability to progress negotiations in a timely and efficient manner;

(j) fail to provide information that is necessary to conclude an Access Agreement including, without limitation:

(i) information about the Access Provider's Network that the Access Seeker reasonably requires in identifying the network elements or network components to which it requires access; and

(ii) information about the basis of the determination of rates, charges or fees.

5.4.16 **Non-permitted information:** Notwithstanding anything else in this Standard, an Access Provider shall not impose an obligation on an Access Seeker to provide any of the following information to the Access Provider (whether as a condition of the provision of further information or as a condition of assessing the Access Seeker's application, or at any other time):

(a) the Access Seeker's proposed service launch date (though the Access Provider may request the Access Seeker to specify any ready-for-service dates which the Access Seeker requires from the Access Provider in respect of the requested Facilities and/or Services);

(b) details of the functionality of the Access Seeker's proposed service, except to the extent that such functionality may affect the Access Provider's Network;

(c) details of the Access Seeker's network rollout plans, except to the extent that such rollout plans relate to ready-for-service dates requested by the Access Seeker;

(d) details of the Access Seeker's current or proposed retail charges;

(e) details of the Access Seeker's marketing strategy or proposed client base;

(f) financial information relating to the Access Seeker's business, except to the extent that such information may be required pursuant to the creditworthiness requirements in subsection 5.3.11 of this Standard;

(g) details of any other supply arrangements or Access Agreements to which the Access Seeker is or may be a party, except to the extent that such details are directly relevant to technical characteristics of the requested Facility and/or Service; or

(h) any other commercially sensitive information of the Access Seeker which is not strictly required by the Access Provider to supply a requested Facility and/or Service.

5.4.17 **Technical infeasibility:** For the purposes of paragraph 5.4.11(c) of this Standard, an Access Provider shall not refuse an Access Request on the grounds of technical infeasibility unless the Access Provider establishes that there are substantial technical or operational concerns preventing the fulfilment of the Access Request. Each of the following matters shall be taken into account in determining whether access is technically feasible:

(a) economic, accounting, billing, space or site concerns shall be disregarded by the Access Provider except that space or site concerns may be taken into account in circumstances where there is no possibility of expanding the space available on the relevant site;

(b) any requirement for the Access Provider to modify its facilities or Equipment in order to meet the Access Request will not, on its own, mean that the access is not technically feasible;

(c) if the Access Provider asserts that meeting the Access Request would have an adverse impact on network reliability, the Access Provider must provide evidence that provision of the requested Facilities and/or Services would result in a specific and significant adverse impact on network reliability; and

(d) the Access Provider must be able to demonstrate that it has considered and found not to be technically feasible (in accordance with this subsection) improvements that would allow the Access Provider to meet the Access Request (in whole, or in part, and including for an interim period until any primary difficulties can be resolved).

5.4.18 **Capacity constraints:** An Access Provider may only refuse an Access Request on the ground that an Access Provider has insufficient capacity or space under paragraph 5.4.11(d) of this Standard where the Access Provider notifies the Commission in writing that it does not have sufficient capacity to meet the Access Request because the requisite capacity is:

(a) already carrying traffic to full capacity or near full capacity; or

(b) already reserved for future use by the Access Provider or another Access Seeker, where such future use shall commence not later than six (6) months from the date of the Access Request. If the reserved capacity is not subsequently used by the reserving party within seven (7) months from the date of the Access Request, the Access Provider must promptly inform the Access Seeker and, if required by the Access Seeker, re-consider the Access Request in accordance with the process set out in subsection 5.4 of this Standard; and

(c) in the case of both paragraphs 5.4.18(a) and 5.4.18(b) of this Standard, the Access Provider is unable to expand capacity to meet the requirements in the Access Seeker's Access Request.

If the Access Provider considers that it has insufficient capacity or space under paragraph 5.4.11(d) to meet the requirements in an Access Request for 5G Services, then the Access Provider must:

(d) increase capacity on its 5G RAN or take such other measures that may be reasonably necessary to accept the Access Seeker's Access Request;

(e) keep the Access Seeker notified and updated regarding such measures; and

(f) notify the Commission as soon as practicable of such insufficient capacity or space, together with reasons and the anticipated length of any delay in satisfying the requirements of the Access Request.

5.4.19 **Reporting on refusals:** If an Access Provider refuses an Access Request, it must notify the Commission within five (5) Business Days of that refusal together with an explanation of its reason for refusal under subsection 5.4.11 of this Standard.

5.4.20 Not used. ~~Fast-track application and agreement: Notwithstanding and as an alternative process to that set out in subsections 5.4.1 to 5.4.18 **of this Standard**, an Access Provider shall make available a fast-track application and agreement process for Access Seekers based on the following principles:~~

~~(a) the fast-track process shall be limited to the criteria set out by the Access Provider in accordance with subsection 5.4.21 of this Standard;~~

~~(b) the fast-track application form:~~

~~(i) shall be limited to gathering information from the Access Seeker as set out in paragraphs 5.4.6(a) and 5.4.6(b) of this Standard; and~~

~~(ii) in respect of any requirement to provide security, shall set out a process for determining the required security sums under subsection 5.3.9 of this Standard within five (5) Business Days of the Access Provider's receipt of a fast-track application;~~

~~(c) the Access Provider may only refuse the Access Seeker's fast-track application for the reasons set out in paragraphs 5.4.11(a), 5.4.11(e) or 5.4.11(f) of this Standard;~~

~~(d) the fast-track agreement between the Access Provider and the Access Seeker must be on the terms of the Access Provider's RAO; and~~

~~(e) within ten (10) Business Days of the Access Provider's receipt of a fast-track application, the Access Provider must:~~

~~(i) provide the Access Seeker with two (2) copies of the RAO executed by the Access Provider, or a notice of refusal that sets out the grounds for refusal under paragraph 5.4.20(c) of this Standard (including the basis on which those grounds apply); and~~

~~(ii) provide the Commission with a copy of the response at the same time that it provides the response to the Access Seeker under paragraph 5.4.20(e)(i) of this Standard.~~

5.4.21 Not used. ~~**Principles for setting up fast-track process**: The Access Provider shall set up, and publish on its publicly accessible website, the criteria on~~

~~which Access Seekers will be eligible for the fast-track application and agreement process according to the following principles:~~

~~(a) the criteria must be determined and applied by the Access Provider on a non-discriminatory basis;~~

~~(b) the fast-track process may be limited to the supply of Facilities and/or Services to the extent that such supplies do not have a material impact on the Access Provider's current level of network resources; and~~

~~(c) the Facilities and/or Services which may be the subject of a fast track application may be limited to Fixed Network Termination Service, Mobile Network Termination Service, Transmission Services, Interconnect Link Service, and HSBB Network Services.~~

5.4.22 **Form of negotiation:** Any meeting or negotiation under subsection 5.4 may take place in person, or virtually by conference call, video conference or using other communications technology with participants in one or more geographical places (or in a combined form).

5.5 CONTENT OBLIGATIONS: GENERAL

5.5.1 **Content Obligations:** The Content Obligations referred to in this Standard are as follows:

(a) General Obligations as described in subsection 5.5 of this Standard;

(b) Forecasting Obligations as described in subsection 5.6 of this Standard;

(c) Ordering and Provisioning Obligations as described in subsection 5.7 of this Standard;

(d) Point of Interface Procedures as described in subsection 5.8 of this Standard;

(e) Decommissioning Obligations as described in subsection 5.9 of this Standard;

(f) Network Change Obligations as described in subsection 5.10 of this Standard;

(g) Billing and Settlement Obligations as described in subsection 5.11 of this Standard;

(h) Operations and Maintenance Obligations as described in subsection 5.12 of this Standard;

(i) Technical Obligations as described in subsection 5.13 of this Standard;

(j) Term, Suspension and Termination Obligations as described in subsection 5.14 of this Standard; and

~~(k) Churn Obligations as described in subsection 5.15 of this Standard; and~~

(l) Legal Boilerplate Obligations as described in subsection 5.16 of this Standard.

5.5.2 **Application**: Unless otherwise specifically provided in this Standard, the Content Obligations shall apply to all Facilities and/or Services subject to the Service Specific Obligations which are set out in section 6 of this Standard.

5.5.3 **General:** All Access Providers must:

(a) include in each RAO, obligations which are consistent with these Content Obligations; and

(b) not include in any RAO, obligations which are inconsistent with these Content Obligations.

5.5.4 **Compliance with Content Obligations**: Each Operator shall comply with:

(a) subsection 5.5 of this Standard;

(b) the following subsections 5.6 to 5.16 of this Standard (inclusive); and

(c) the Service Specific Obligations in section 6 of this Standard, as may be applicable.

5.6 FORECASTING OBLIGATIONS

5.6.1 **General**: Subject to subsections 5.6.3 and 5.6.4 of this Standard, an Access Provider may require, as a condition of accepting Orders for access to Facilities and/or Services from an Access Seeker (but not as a prerequisite for entering into an Access Agreement), that the Access Seeker provide Forecasts in good faith with regard to a certain period of supply of access to Facilities and/or Services in accordance with subsection 5.6 of this Standard.

5.6.2 **Prerequisite information:** The Access Seeker may request preliminary information from the Access Provider about the availability and capacity of its Facilities and/or Services to the extent the Access Seeker requires such information to provide Forecasts.

5.6.3 **Confirmation of Forecast:** If an Access Provider, acting reasonably will incur significant costs to ensure that access can be provided in accordance with a Forecast (for example, because it will need to proactively augment its Network to provide access within the requested timeframes), the Access Provider may request the Access Seeker to confirm the relevant Forecast. Once confirmed, the Forecast is deemed to be an Order for the purposes of this Standard, and subsection 5.7 of this Standard will apply.

5.6.4 **Alternative or no procedure:** An Access Provider and an Access Seeker may agree to an alternative forecasting and ordering procedure other than that set out in subsection 5.6 of this Standard as part of an Access Agreement, or to dispense with such procedure altogether. If agreement is reached about such matters, the Access Provider and Access Seeker will be bound by the terms of that alternative procedure (or mutual dispensation) and not subsection 5.6 of this Standard.

5.6.5 **Non-binding:** Subject to subsection 5.6.3 of this Standard, an Access Provider shall not require an Access Seeker to provide Forecasts that are legally binding on the Access Seeker, except to the extent that the Access Provider is permitted to recover costs and expenses as set out in subsection 5.6.16 of this Standard.

5.6.6 **Forecast request:** An Access Provider may request an Access Seeker to provide, with a sufficient level of detail to enable the Access Provider to carry out network planning and provisioning, the following information ("**Forecast Information**"):

(a) the Facilities and/or Services in respect of which Forecasts are required;

(b) the total period of time covered by each Forecast, which period:

(i) shall be determined having regard to the Access Provider's own planning and provisioning cycles and the forecasting requirements which apply to the Access Seeker's own business units in using the relevant Facilities and/or Services; and

(ii) shall be the shorter of the period set out in the relevant Service Specific Obligations and the period of forecasting which the Access Provider provides to itself for network planning and provisioning purposes;

(c) the intervals or units of time to be used in making the Forecast, which shall be the shorter of the period set out in the relevant Service Specific Obligations and the intervals of time in which the Access Provider provides forecasting to itself;

(d) the network area or operational area to which Forecasts shall relate, which area shall correspond to that which the Access Provider uses for its own network planning and provisioning;

(e) the frequency with which a Forecast must be updated or a further Forecast made in accordance with this Standard, which shall be the shorter of the period set out in the relevant Service Specific Obligations and the length of time after which the Access Provider provides itself with the updated or further Forecasts; and

(f) such other information that the Access Provider reasonably requires in order to provide access to Facilities and/or Services requested by the Access Seeker (which shall not include any information that the Access Provider does not provide to itself in connection with forecasting for its own facilities and/or services).

5.6.7 **Non-permitted information:** The Access Provider must not request an Access Seeker to provide a Forecast that contains:

(a) any information that is or would allow the Access Provider to infer any non-permitted information listed under subsection 5.4.16 of this Standard; or

(b) any information that identifies or would enable the identification of Customers or particular services of the Access Seeker.

5.6.8 **Forecast provision:** An Access Provider may only require an Access Seeker to provide Forecasts in accordance with a Forecast Request no sooner than four (4) weeks after receipt of a Forecast Request.

5.6.9 **Use of Forecast Information:** Forecast Information provided by the Access Seeker shall be treated by an Access Provider as Confidential Information of the Access Seeker and shall only be used by those personnel of the Access Provider whose role is within either:

(a) the Access Provider's wholesale or interconnection group; or

(b) that part of the network engineering group of the Access Provider responsible for interconnection or access,

for the purpose of responding to and planning for the Forecast and related Orders. The Access Provider must maintain records that indicate which persons are provided with access to Forecast Information and, on request from the Commission, provide a copy of such records certified by the Access Provider's Chief Executive Officer or Chief Operating Officer.

5.6.10 **Distribution of Forecast Information:** An Access Provider may only distribute Forecast Information of an Access Seeker outside the groups of people referred to in subsection 5.6.9 of this Standard if:

(a) the Forecast Information of the Access Seeker is aggregated with Forecasts provided by other Operators and the Access Provider's own requirements (so as to protect the confidentiality of the Forecast Information); ~~and~~

(b) the Forecast Information or its use does not otherwise identify the Access Seeker, its services or its Customers in any manner; and

(c) the Access Provider has obtained the Access Seeker's written approval before distributing the Forecast Information.

5.6.11 **Time for response:** The Access Provider must notify the Access Seeker within five (5) Business Days of receiving a Forecast whether or not the Access Provider considers the Forecast to be in compliance with the Forecast Request and:

(a) if, the Access Provider considers that the Forecast does not comply with the Forecast Request, to specify in that notice the additional information which the Access Seeker is to provide to comply with the Forecast Request and the Access Provider will not require such information to be provided sooner than four (4) weeks after such a notice; or

(b) if, the Access Provider considers that the Forecast does comply with the Forecast Request, to specify in that notice that the Forecast is provisionally accepted subject to verification of the details of the Forecast and the matters set out in paragraphs 5.6.12(a) to 5.6.12(d) of this Standard.

5.6.12 **Reasons for rejection:** An Access Provider may only reject a Forecast following provisional acceptance where the Access Provider reasonably believes that the Forecast is inaccurate or, there is insufficient capacity having regard to:

(a) total current usage of the Facilities and/or Services by the Access Provider and all Access Seekers;

(b) the current rate of growth of the Access Seeker's usage of the Facilities and/or Services;

(c) the current rate of growth of total usage of the Facilities and/or Services by the Access Provider and all Access Seekers; and

(d) subject to subsections 5.7.31 and 5.7.32 of this Standard, the amount of capacity in the Facilities and/or Services that the Access Provider currently has available and can reasonably provision for the Access Seeker over the Forecast period, which must be at least equivalent to that which the Access Provider can reasonably provision for itself.

5.6.13 **Time for acceptance or rejection:** The Access Provider must give notice of any acceptance or rejection ("**Rejection Notice**") of a Forecast to the Access Seeker:

(a) within fifteen (15) Business Days of receipt of the relevant Forecast; and

(b) such Rejection Notice (if any) must specify:

(i) the grounds on which the Access Provider rejects the Forecast in accordance with subsection 5.6.12 of this Standard, at a sufficient level of detail to enable the Access Seeker to understand the basis of the rejection and to undertake its own re-assessment of the Forecast; and

(ii) an offer to meet within five (5) Business Days of the Rejection Notice of the Forecast to discuss the reasons for rejection and alternative methods of compliance. The meeting shall take place between the Access Provider and Access Seeker if the offer is accepted by the Access Seeker.

5.6.14 **Reconsideration by Access Seeker:** The Access Provider must allow an Access Seeker to reconsider its Forecast following a Rejection Notice and allow the Access Seeker, within twenty-one (21) Business Days of receipt of a Rejection Notice, either:

(a) to confirm its rejected Forecast, and explain why the Access Seeker considers that the Access Provider is obliged to accept the Forecast under this Standard; or

(b) to submit a new Forecast which the Access Seeker regards as meeting the Access Provider's concerns.

5.6.15 **Reconsideration by Access Provider:** The Access Provider shall reconsider any re-submitted or amended Forecast provided pursuant to subsection 5.6.14 of this Standard and subsections 5.6.11 to 5.6.13 of this Standard shall re-apply.

5.6.16 **Recovery for over-forecasting:** An Access Provider shall not seek to recover any costs or expenses incurred due to its acceptance of a Forecast from an Access Seeker if the Forecast is not met by the Access Seeker unless:

(a) the relevant portion of the Forecast that was not met by the Access Seeker does not relate to a Non-Binding Forecast Period;

(b) such costs and expenses were reasonably and necessarily incurred by the Access Provider;

(c) the Access Provider reasonably seeks to mitigate its loss (including through its own usage) provided the Access Provider shall not be required to do so for any greater period than the relevant Forecast period; and

(d) the Access Provider only recovers from the Access Seeker, seventy-five percent (75%) of such costs and expenses which could not be mitigated under paragraph 5.6.16(c) above.

5.6.17 **Meeting Forecasts**: Subject to subsections 5.6.11 to 5.6.13 of this Standard, an Access Provider must carry out network planning in order to enable Forecasts to be met. If an Access Seeker has confirmed a Forecast under subsection 5.6.3 of this Standard, it will be binding on the Access Seeker.

5.7 ORDERING AND PROVISIONING OBLIGATIONS

5.7.1 **Contact point or mechanism:** The Access Provider shall designate and notify an Access Seeker of one or more of the following:

(a) a person to whom Orders for access to Facilities and/or Services are to be delivered;

(b) a contact point to which Orders for access to Facilities and/or Services are to be delivered (such as an email address); and

(c) a mechanism where Orders for access to Facilities and/or Services can be made (such as a web portal or B2B gateway), provided that if such a mechanism is the only method which the Access Provider provides for the receipt of Orders for that Facility and/or Service, the Access Provider cannot require the Access Seeker to unreasonably invest in specialised technology or systems (such as an automated interface between the Operational Support Systems of the Operators).

5.7.2 **Order content:** Prior to access being provided, an Access Provider may require an Access Seeker to provide it with an Order which outlines the Access Seeker's access requirements. An Access Provider may request an Access Seeker to provide, at a level of detail (sufficient for planning and provisioning), the following information in an Order for access to Facilities and/or Services:

(a) the Facilities and/or Services to which access is requested;

(b) a requested date and time for delivery;

(c) the location of the points of delivery;

(d) Equipment of the Access Seeker to be used in connection with the Order, to the extent it may adversely affect the Access Provider's Network; and

(e) such other information that the Access Provider reasonably requires in order for it to provision access to the Facilities and/or Services as requested by the Access Seeker, provided that such information shall not include any information which:

(i) the Access Provider does not require from itself for similar provisioning;

(ii) identifies, or which enables the identification of, a Customer or services of the Access Seeker; or

(iii) is non-permitted information under subsection 5.4.16 of this Standard.

5.7.3 **Use of ordering information:** Ordering information provided by the Access Seeker shall be treated by an Access Provider as Confidential Information of the Access Seeker and shall only be used by those persons within the Access Provider whose role is within:

(a) the Access Provider's wholesale or interconnection group; and

(b) that part of the network engineering group of the Access Provider responsible for interconnection or access,

for the purpose of responding to and provisioning for the Order.

5.7.4 **Treatment of Orders and Service Qualifications:** An Access Provider shall:

(a) establish a single queue for all Orders and Service Qualifications for a given type of Facility and/or Service, whether those Orders and Service Qualifications are required for itself or any Access Seekers;

(b) give the equivalent priority to the handling of all Orders and Service Qualifications in each queue; and

(c) otherwise treat all Orders and Service Qualifications in each queue in compliance with its queuing policy established under subsection 5.7.29 of this Standard.

5.7.5 **Acknowledgment of receipt:** An Access Provider shall acknowledge receipt of an Order for Facilities and/or Services, in writing (or any other material or electronic form as agreed by the parties), within the period specified in the Service Specific Obligations for the purposes of this subsection 5.7.5 of this Standard.

5.7.6 **Notice of Receipt:** The Access Provider must include in its Notice of Receipt the following information:

(a) the time and date of receipt of the Order;

(b) a list of any additional information reasonably required by the Access Provider from the Access Seeker to provision the Order;

(c) whether the Access Provider needs to perform post-Order Service Qualification because information is not readily available to the Access Provider, for example in its Operational Support Systems, together with the reasons for needing to undertake the Service Qualification; and

(d) the position of the Order in the Access Provider's queue.

5.7.7 **Further information:** The Access Provider shall allow the Access Seeker a period of up to ten (10) Business Days after a request for additional information under paragraph 5.7.6(b) of this Standard to provide the Access Provider with such information.

5.7.8 **Service Qualifications:** The Access Provider shall make Service Qualifications available to the Access Seekers prior to placing Orders if such pre-Order Service Qualifications are undertaken for a given Facility and/or Service by the Access Provider for itself (for example, for marketing purposes in respect of HSBB Network Service-based services offered to Customers). The Access Provider shall only require post-Order Service Qualifications to be requested if:

(a) no pre-Order Services Qualification has been completed in accordance with the process to be developed under subsection 5.4.5 of this Standard;

(b) the Access Provider reasonably requires information from post-Order Service Qualifications which are not readily available, for example in its Operational Support Systems; and

(c) the Access Provider notifies the Access Seeker that the post-Order Service Qualifications are necessary (together with the reasons for needing to take such Service Qualifications):

(i) at the time of providing (and as specified in) the Access Provider's Notice of Receipt under subsection 5.7.6 of this Standard; or

(ii) if further information has been requested under subsection 5.7.7 of this Standard, within two (2) Business Days upon the expiry of the period specified in subsection 5.7.7 of this Standard.

For clarification, an Access Seeker may also seek the consent of the Access Provider to perform a Service Qualification on its own, and such consent must not be unreasonably withheld.

5.7.9 **Commencement and completion of Service Qualifications:**

(a) The Access Provider shall commence a Service Qualification on the date of issuing a Notice of Receipt and, upon completion, ~~e and~~ notify the Access Seeker of the result of any Service Qualification within the shorter of:

(i) fifteen (15) Business Days after the date of the Notice of Receipt; and

(ii) the time within which the Access Provider performs and notifies the result of an equivalent Service Qualification undertaken for itself; and

(b) Where there is a delay in the commencement and/or completion of the Service Qualification, and the delay is caused by either the Access Seeker or by a third-party that is not acting under the Access Provider's direction or control:

(i) the Access Provider shall notify the Access Seeker of the delay to the delivery date as soon as practicable after the Access Provider becomes aware of it;

(ii) the Access Provider and Access Seeker must work together to minimise the delay; and

(iii) the delivery date shall be extended for a further period as reasonably necessary, and the Access Provider shall promptly notify the Access Seeker of the revised completion date.

(c) If the relevant Facilities and/or Services available to the Access Provider are below the capacity required to provide the relevant Facilities and/or Services to the Access Seeker, the Access Provider shall notify the Access Seeker, at the same time as providing notice under paragraph 5.7.9(a), of the available capacity and timeframe for the fulfilment of the Order at the available capacity and (if relevant) with such augmentation as may be required to fulfil the Order as submitted.

5.7.10 **Withdrawal of Order following Service Qualifications:** An Access Provider shall permit an Access Seeker to withdraw its Order without penalty, except that it may recover from the Access Seeker reasonable costs incurred by the Access Provider for any Service Qualification undertaken in respect of the withdrawn Order (irrespective of whether the Access Provider has accepted the Order or not) before the earlier of:

(a) ten (10) Business Days after the Access Seeker receives the result of a Service Qualification under subsection 5.7.9 of this Standard; and

(b) one (1) Business Day before the Access Provider commences civil works to provision the Order (where the civil works are required to provision the Facility and/or Service within the delivery timeframe specified in the Notice of Acceptance), and any civil works to be conducted must be subject to the issuance of a notice in writing by the Access Provider, which may be in the form of a Notice of Acceptance if civil works is to occur after the Access Provider has accepted the Order.

5.7.11 **Acceptance obligation:** An Access Provider must use its reasonable efforts to accept and fulfil Orders from the Access Seeker for Facilities and/or Services which comply with a Forecast accepted by the Access Provider pursuant to subsection 5.6 of this Standard.

5.7.12 **Time for acceptance or rejection:** The Access Provider must notify the Access Seeker that an Order is accepted or rejected within:

(a) the specified timeframe in the Service Specific Obligations for the purposes of this subsection 5.7.12; or

(b) the timeframe within which it accepts or rejects equivalent Orders for itself,

whichever is shorter.

If the Access Provider notifies the Access Seeker that an Order is rejected, the Access Provider must advise the Access Seeker of the grounds of rejection as per subsection 5.4.11 of this Standard and whether the Access Provider would be able to accept the Order in a modified form.

5.7.13 **Notice of Acceptance:** An Access Provider's Notice of Acceptance to the Access Seeker must contain the following information:

(a) the delivery date or activation date (as applicable), which must be the date that is requested by the Access Seeker, or, if that date cannot be met by the Access Provider, then no later than:

(i) the indicative delivery timeframe or activation timeframe specified in the Service Specific Obligations for the purpose of this subsection 5.7.13; or

(ii) the period of time taken by the Access Provider to deliver, or activate, such Facilities and/or Services for itself,

whichever is shorter;

(b) the date when civil works (if any) are intended to commence;

(c) the charges applicable to fulfil the Order, including without limitation additional works such as internal wiring, right of way, land rental, local authority permits and third-party deposits;

(d) such information as is reasonably necessary for the Access Seeker to benefit from access to the Facilities and/or Services; and

(e) the validity period, which shall be a period that is not shorter than three (3) months commencing from the date of the Notice of Acceptance ("**Validity Period**").

5.7.14 **Commencement of delivery timeframes:** The applicable delivery timeframe for an Order, as determined under paragraph 5.7.13(a) of this Standard, shall commence from:

(a) where the Access Seeker's confirmation of an Order is required under subsection 5.7.15 of this Standard, the date the Access Seeker confirms the Order in accordance with that subsection; and

(b) in any other case, from the start of the Validity Period.

5.7.15 **Access Seeker's confirmation:**

(a) The Access Seeker's confirmation of an Order is not required if the Access Provider accepts the Order without change. A change may include circumstances where delivery dates are delayed, estimated charges are exceeded, a post-Order Service Qualification is required or any other matter that requires further confirmation from the Access Seeker before the Access Provider can proceed with the Order.

(b) Where the Access Seeker's confirmation is required for the Access Provider to proceed with fulfilling an Order as provided for under paragraph 5.7.15(a) above, the Access Provider shall permit the Access Seeker to provide its confirmation within the Validity Period and shall not provision the Order until the confirmation is received. Upon receipt of such confirmation, the Access Provider shall fulfil the Order in accordance with the Notice of Acceptance.

5.7.16 **Estimated charges:** If the Notice of Acceptance provided by the Access Provider contains estimates of charges (e.g. based on time and materials):

(a) the Access Provider shall not exceed the estimate without providing the Access Seeker with a prior written notice ~~prior to exceeding the estimate that~~ setting out the following:

(i) that the estimate will likely be exceeded;

(ii) an explanation of the reasons for exceeding the estimate; and

(iii) a ~~further~~ revised estimate of the charges for the work necessary to fulfil the Order;

(b) the Access Provider shall permit the Access Seeker to withdraw the Order without penalty within ten (10) Business Days of the notice given by the Access Provider under paragraph 5.7.16(a) above if the revised estimate in that notice exceeds the original estimate by more than ten percent (10%);

(c) where the actual cost incurred by the Access Provider exceeds an estimate or revised estimate for a specific scope of work provided by the Access Provider due to:

(i) information or facts provided by the Access Seeker which are inaccurate or erroneous or not disclosed by the Access Seeker; or

(ii) a change in the scope of work by the Access Seeker,

the Access Seeker shall be obliged to pay the Access Provider for the actual cost incurred (but in no other circumstances); and

(d) the Access Provider shall commence work after the Access Seeker confirms that it is agreeable to the estimate or revised estimate, whereby such confirmation is to be provided by the Access Seeker within the timeframe set out in paragraph 5.7.13(e) or 5.7.16(b) of this Standard, as applicable.

5.7.17 **Reasons for rejection:** An Access Provider may only reject an Order from an Access Seeker where:

(a) subject to subsection 5.4.17 of this Standard (as if references to 'Access Request' in that subsection were references to 'Order'), it is not technically feasible to provide access to the Facilities and/or Services requested by the Access Seeker;

(b) subject to compliance with subsections 5.7.31 and 5.7.32 of this Standard, the Access Provider has insufficient capacity to provide the requested Facilities and/or Services;

(c) subject to subsection 5.7.19 of this Standard, the Order is in excess of the agreed Forecast levels;

(d) the Order or variation request duplicates an Order awaiting fulfilment;

(e) Not used;

(f) there are reasonable grounds to believe that the Access Seeker would fail to a material extent, to comply with the terms and conditions of the Access Agreement and such concern cannot be addressed to the Access Provider's satisfaction, acting reasonably (e.g. through the application of a security requirement in accordance with this Standard); or

(g) there are reasonable grounds to believe that the Access Seeker would fail, in connection with the supply of the Facilities and/or Services to protect the integrity of a Network, or the safety of individuals working on, or using services supplied by means of a Network or Equipment and such concern cannot be addressed to the Access Provider's satisfaction, acting reasonably (e.g. through the application of reasonable security or escorted access requirements).

5.7.18 **Notice of rejection:** An Access Provider's notice of rejection of an Order to the Access Seeker must:

(a) set out the grounds on which the Access Provider rejects the Order, at a sufficient level of detail to enable the Access Seeker to understand the basis of the rejection and to undertake its own re-assessment of the Order; and

(b) offer to meet, and meet if the offer is accepted by the Access Seeker, within five (5) Business Days of the notice of rejection of the Order to discuss the reasons for rejection and alternative methods of compliance.

5.7.19 **Order in excess of Forecast:** Notwithstanding paragraph 5.7.17(b) of this Standard, an Access Provider must use its reasonable efforts to provide sufficient capacity to enable the Access Provider to accept and fulfil Orders from an Access Seeker for Facilities and/or Services, which are in excess of the relevant Forecast. The Access Provider is only required to do so if, after meeting the Forecast requirements of other Access Seekers and itself, there is available capacity or the Access Provider could readily upgrade existing capacity. The Access Provider shall allocate the available capacity on a non-discriminatory basis to meet the over Forecast requirements of all Access Seekers and itself. An Access Provider is not required to supply Facilities and/or Services in excess of the Forecast if, despite adopting any reasonable

improvements (including upgrading capacity), this would cause a material degradation in the quality of Facilities and/or Services provided to all Access Seekers and/or itself.

5.7.20 **Required extra capacity**: An Access Provider may require an Access Seeker to procure additional capacity on the Access Seeker's side of the Network to the extent that the Access Provider, in good faith and reasonably, estimates that the Operators may require additional capacity to meet demand and a failure by the Access Seeker to procure that additional capacity may cause an adverse impact on the operation of the Access Provider's Network. Where the Access Seeker fails to so procure additional capacity and the demand exceeds the capacity on the Access Seeker's Network, the Access Provider must notify the Access Seeker in writing, and the Access Seeker and the Access Provider must meet [no later than five (5) Business Days after receipt of the notice from the Access Provider] to attempt to identify alternative sources of capacity. If the matter cannot be resolved within ten (10) Business Days of the date of that meeting, the Access Provider may bar or block calls or traffic to the Access Seeker's Network to the extent necessary to minimise congestion within the Access Provider's Network.

5.7.21 **Other uses:** An Access Provider shall permit capacity installed in connection with the provision of a network service to be used, to the extent technically feasible, in connection with another network service, at the Access Seeker's option.

5.7.22 **Delivery dates:** The Access Provider shall deliver the Order for the Facilities and/or Services by the delivery date or activation date (as applicable) as specified in the Notice of Acceptance or the extended delivery date (if any) as determined in accordance with subsection 5.7.24 of this Standard.

5.7.23 **Early delivery dates:** If the Access Provider, in the normal course of business, is able to offer a delivery date earlier than the delivery date that would otherwise apply, it must advise the Access Seeker and, if requested by the Access Seeker, deliver access to the relevant Facilities and/or Services at the earlier delivery date.

5.7.24 **Delayed delivery dates:** Where there is a delay in the delivery of an Order, and:

(a) the delay is caused by either the Access Provider or by a third-party, that is not acting under the Access Provider's direction or control:

(i) the Access Provider shall notify the Access Seeker of the delay to the delivery date, together with the reasons for the delay, as soon as practicable after the Access Provider becomes aware of the possible delay;

(ii) the Access Provider shall permit the Access Seeker to cancel the Order without penalty if the delay is longer than the equivalent time period for delivery of the Facility and/or Service; and

(iii) the delivery date shall be extended for a further period as reasonably necessary, and the Access Provider shall promptly notify the Access Seeker of the revised delivery date; or

(b) where the delay is caused by the Access Seeker:

(i) the Access Provider shall notify the Access Seeker of the delay to the delivery date as soon as practicable after the Access Provider becomes aware of it;

(ii) the Access Provider and Access Seeker must work together to minimise the delay; and

(iii) the delivery date shall be extended for a further period as reasonably necessary, and the Access Provider shall promptly notify the Access Seeker of the revised delivery date.

5.7.25 **Cancellation and variation of Orders:** An Access Provider shall allow an Access Seeker to cancel or vary an Order at any time subject to subsection 5.7.26 of this Standard.

5.7.26 **Cancellation or variation penalty:** Except where this Standard provides that cancellation of an Order is to be at no penalty:

(a) the Access Provider may impose a charge for the cancellation or variation of the Order; and

(b) the charge which the Access Seeker is required to pay shall not exceed the lesser of the following amounts:

(i) the sum of costs necessarily incurred by the Access Provider which is directly attributable to the cancellation or variation; or

(ii) an amount equal to the sum of charges that would have been payable by the Access Seeker in the six (6) months immediately following the cancellation or variation had the Order not been cancelled or varied,

and reduced to the extent that those costs have been mitigated, or would have been mitigated had the Access Provider used its best endeavours to do so.

5.7.27 **Testing and provisioning:** An Access Provider:

(a) shall co-operate with the Access Seeker in relation to the testing and provisioning of ordered Facilities and/or Services, including, but not limited to, by implementing a proof of concept if requested by the Access Seeker;

(b) shall treat an Access Seeker's testing and provisioning on an equivalent basis to that which the Access Provider treats testing and provisioning for itself; and

(c) may require reasonable co-operation by the Access Seeker in respect of such activities.

5.7.28 **Resource charge:** An Access Provider:

(a) may charge the Access Seeker a one-off fee, to be determined by reference to the costs incurred by the Access Provider~~, for~~ that are directly attributable to allocation of manpower and other resources reasonably necessary to enable the Access Provider to test and fulfil an Order for new Facilities and/or Services, provided that such one-off fee is reasonably justified by the Access Provider, to the Access Seeker, as necessary for the Access Provider to provide the requested Facilities and/or Services;

(b) must specify the methodology and unit rates (including any potential or contingent unit rates) for calculating any fees under paragraph 5.7.28(a) above, ~~and~~ in its RAO. An Access Provider may reasonably require that information under this paragraph 5.7.28(b) be subject to a confidentiality agreement in accordance with subsection 5.3.8 of this Standard; and

(c) must specify the methodology and unit rates (including any potential or contingent unit rates) for calculating any fees under paragraph 5.7.28(a) above that have not been included in its RAO. An Access Provider may reasonably require that information under this paragraph 5.7.28(c) be subject to a confidentiality agreement in accordance with subsection 5.3.8 of this Standard.

5.7.29 **Queuing policy:** An Access Provider shall establish and maintain a queuing policy for each Facility and/or Service, which:

(a) shall be non-discriminatory;

(b) shall be applied to Orders and Service Qualifications of all Access Seekers ~~and~~ as well as Orders and Service Qualifications for itself for the same or similar Facilities and/or Services, and shall treat the Orders and Service Qualifications of Access Seekers on an equivalent basis to that which the Access Provider treats Orders and Service Qualifications for itself for the same or similar Facilities and/or Services; and

(c) shall seek to maximise the efficiency of its ordering and provisioning process.

5.7.30 **Acceptance on queue:** An Access Provider shall promptly notify an Access Seeker at the time of providing an acknowledgment of receipt of the Order under subsection 5.7.5 of this Standard (and as specified in the Notice of Receipt under subsection 5.7.6 of this Standard), of their acceptance of, and position in, the Access Provider's queue.

5.7.31 **Constrained capacity:** If an Access Provider reasonably believes that the capacity in any Facilities and/or Services required by:

(a) the Access Seeker pursuant to the relevant Forecast and/or Order;

(b) other Access Seekers, pursuant to their relevant Forecasts and/or Orders; and

(c) the Access Provider, for the purposes of its own divisions, subsidiaries, partners or other entities in which it has a direct or indirect equity, contractual or other interest,

would, in aggregate, exceed the capacity which the Access Provider will be in a position to be able to provide, the Access Provider must:

(d) notify all Access Seekers to whom relevant capacity is supplied; and

(e) allocate the available capacity between itself, the Access Seeker and other Access Seekers in accordance with the Access Provider's Capacity Allocation Policy.

5.7.32 **Capacity Allocation Policy:** If the Access Provider claims or is likely to claim that it has insufficient capacity to meet an Access Seeker's Forecasts or Orders, the Access Provider shall maintain a Capacity Allocation Policy, which:

(a) shall be disclosed, free of charge, to each Access Seeker upon entry into an Access Agreement, the Commission upon the Effective Date, to both Access Seekers with whom the Access Provider has an Access Agreement and the Commission each time it is amended, and any other Operator on request;

(b) shall set out the principles in accordance with which the Access Provider shall determine how to allocate capacity between its own divisions, subsidiaries, partners or other entities in which it has a direct or indirect equity, contractual or other interest and any other Operator, in circumstances where the amount of capacity available is less than the aggregate of capacity required by the Access Provider's own divisions, subsidiaries, partners or other entities in which it has a direct or indirect equity, contractual or other interest, and the other Operator;

(c) shall:

(i) be fair and reasonable;

(ii) be consistent, so far as practicable, with the Access Provider's general duty of non-discrimination in accordance with ~~sub~~section 149(2) of the Act;

(iii) treat the requirements of all Access Seekers on an equivalent basis to the requirements of Access Provider's own divisions, subsidiaries, partners or other entities in which it has a direct or indirect equity, contractual or other interest; and

(iv) allocate the available capacity in the relevant Facilities and/or Services in proportion to each Operator's Forecast and/or Order requirements; and

(d) shall set out the Access Provider's plans to expand their capacity over time (if any), where such information must be provided to Access Seekers on a non-discriminatory basis in terms of its content and frequency of updates.

5.7.33 **Late delivery:** If an Access Provider fails to meet the delivery date or any extended delivery date notified to the Access Seeker in accordance with paragraph 5.7.24(a)(iii) of this Standard, except where such failure has been caused solely by either the Access Seeker's delay or a delay by a third-party that is not acting under the Access Provider's direction or control (for example, where a local authority or landowner delays providing necessary approvals for works to commence), the Access Provider shall, without limitation to any other rights the Access Seeker may have under subsection 5.7 of this Standard or law, provide a rebate to the affected Access Seeker. The rebate shall be for an amount equivalent to the recurring charges payable for access to the Facilities and/or Services for the period of the Access Provider's delay, and the methodology and unit rates for calculating such rebates shall be set out in the Access Provider's RAO. If the Access Provider alleges that a failure has been caused solely by the Access Seeker's delay or a delay by a third-party not acting under the Access Provider's direction or control, the Access Provider shall have the burden of demonstrating:

(a) that allegation; and

(b) that the Access Provider has done all things reasonably practicable to minimise or avoid such failure.

5.7.34 **Contractors under direction or control:** For clarity, any employees and contractors of the Access Provider shall be deemed to be acting under the direction or control of the Access Provider for the purposes of subsection 5.7 of this Standard.

5.8 POINT OF INTERFACE PROCEDURES

5.8.1 **Interconnection:** Each Operator shall interconnect and keep its Network interconnected with the Network of another Operator in accordance with the terms of an Access Agreement with that Operator.

5.8.2 **Point of Interface locations:**

(a) Subject to subsection 6.9.31 of this Standard, each Access Provider shall publish on its publicly accessible website and keep an updated ~~a~~list of the general locations and technically feasible points:

(i) at which physical co-location is available;

(ii) in respect of which virtual co-location is available; and

(iii) in respect of which in-span interconnection is available,

on and from the date of publication for the following twelve (12) months.

(b) The Access Provider shall ensure that network co-location at each POI is offered to the Access Seeker in accordance with subsection 6.9 of this Standard.

5.8.3 **Access Seeker requested Point of Interface:** An Access Provider shall reasonably consider a request by an Access Seeker to interconnect at a point other than that specified under subsection 5.8.2 of this Standard. The Access Provider shall promptly notify the Access Seeker whether it accepts or refuses a request by an Access Seeker under this subsection, and provide the Access Seeker with reasons if it refuses the Access Seeker's request.

5.8.4 **Network responsibility:** Each Operator is responsible for the provisioning and maintenance of Facilities (including those Facilities which form part of the interconnection links and the transmission equipment) on its side of the Point of Interface.

5.8.5 **Third-party Point of Interface:** An Access Provider shall permit an Access Seeker to nominate a Point of Interface of a third-party for the purposes of interconnection and access between the Access Provider and the Access Seeker, provided that the Access Seeker remains responsible for the costs of

such interconnection and access, and for the third-party's act and omissions at the Point of Interface.

5.8.6 **Point of Interface factors:** When determining which locations are to be listed under paragraph 5.8.2(a) of this Standard, or when determining a request under subsection 5.8.3 of this Standard, each Access Provider must have regard to each of the following:

(a) the Access Provider shall offer (but shall not require) POI and co-location for every Closed Number Area throughout Malaysia in which the Access Provider has network facilities;

(b) in addition to offering POI and co-location in accordance with paragraph 5.8.6(a) above, the Access Provider shall offer (but shall not require) interconnection and co-location at each other technically feasible point;

(c) the Access Provider shall offer (but shall not require) physical co-location in at least one POI location for every Closed Number Area throughout Malaysia in which the Access Provider has network facilities, but may additionally offer (but shall not require) other forms of co-location in relation to a particular location (e.g. virtual co-location) if requested by the Access Seeker;

(d) the Access Provider shall not reserve space other than current needs for itself, future needs for itself calculated by use of a reasonably projected rate of growth over two (2) years and the needs of other Access Seekers who are currently occupying or have ordered additional space from that Access Provider; and

(e) any possible re-arrangement of the configuration of its Equipment to eliminate space inefficiencies.

5.9 DECOMMISSIONING OBLIGATIONS

5.9.1 **Decommissioning notice:** Except where an Access Provider is required to vacate a site where a Point of Interface is located, or any other Facility and/or Service which relies on the Access Provider's use of that site, as a result of a third-party landlord's notice (under an arm's length tenancy agreement), ~~or~~ a local authority's notice or an Emergency, an Access Provider must provide no less than:

(a) one (1) year's notice in writing to all relevant Access Seekers prior to any decommissioning of a Point of Interface; or

(b) six (6) months' notice in writing to all relevant Access Seekers prior to the decommissioning of any Facilities and/or Services which rely on the Access Provider's use of that site.

Where an Access Provider is required to vacate the site as a result of a third-party landlord's notice (under an arm's length tenancy agreement), ~~or~~ a local authority's notice or an Emergency, the Access Provider must provide all relevant Access Seekers with as much notice as possible in relation to the matters in paragraphs 5.9.1(a) and 5.9.1(b) above.

5.9.2 **Co-operation:** An Access Provider must co-operate and negotiate with all relevant Access Seekers in relation to the timetable for decommissioning of the relevant Point of Interface, Facilities and/or Services.

5.9.3 **Alternative arrangements:** An Access Provider which notifies an Access Seeker of its intention:

(a) to decommission a Point of Interface, shall provide to the Access Seeker a functionally equivalent interconnection at another Point of Interface on terms and conditions and at a recurring charge which are not disadvantageous to the Access Seeker, relative to the terms and conditions and recurring charge applicable in respect of the Point of Interface that is proposed to be decommissioned, for a period that is not less than three (3) years from the date of decommissioning; or

(b) to decommission any other Facilities and/or Services, shall provide to the Access Seeker access to alternative Facilities and/or Services on terms and conditions and at a recurring charge which are not disadvantageous to the Access Seeker, relative to the terms and

conditions and recurring charge applicable in respect of the Facilities and/or Services that are proposed to be decommissioned, for a period commencing from the date of decommissioning until at least ~~that is not less than~~:

(i) three (3) years from the date of decommissioning;

(ii) the date that the Access Seeker commences acquiring access to new Facilities and/or Services equivalent to those that have been decommissioned; or

(iii) six (6) months after the date that the Access Provider makes available to the Access Seeker new Facilities and/or Services equivalent to those that have been decommissioned,

whichever is earlier.

5.9.4 **Decommissioned Point of Interface compensation:** Except where decommissioning is requested by the Access Seeker, ~~A~~ an Access Provider shall pay the Access Seeker reasonable costs, necessarily incurred in:

(a) decommissioning any links to the Point of Interface that is proposed to be decommissioned, that are, or will be, rendered redundant by the proposed decommissioning;

(b) installing or otherwise procuring links between the Point of Interface that is proposed to be decommissioned and the substitute Point of Interface to be provided pursuant to paragraph 5.9.3(a) of this Standard; and

(c) the carriage of traffic between the Point of Interface that is proposed to be decommissioned and the substitute Point of Interface to be provided pursuant to paragraph 5.9.3(a) of this Standard for a period that is not less than three (3) years from the date of decommissioning.

5.9.5 **Decommissioned Facilities and/or Services compensation:** Except where decommissioning is caused by Force Majeure or is requested by the Access Seeker, an Access Provider shall pay the Access Seeker's reasonable costs, necessarily incurred in:

(a) moving the Access Seeker's Equipment from the decommissioned Facilities to alternative Facilities offered in accordance with paragraph 5.9.3(b) of this Standard; or

(b) re-arranging Equipment to connect to alternative Services offered in accordance with paragraph 5.9.3(b) of this Standard.

5.10 NETWORK CHANGE OBLIGATIONS

5.10.1 **Scope:** This subsection 5.10 applies where an Operator proposes to implement a Network Change of a type referred to in subsection 5.10.2 of this Standard which necessitates a change in the hardware or software (including interface software) of the other Operator's Network in order to ensure the continued proper operation and compatibility of the Operators' respective Networks, services and procedures.

5.10.2 **Types of changes:** The following kinds of proposed Network Changes may be within the scope of subsection 5.10.1 of this Standard:

(a) any change by the Operator proposing to make the change ("**Notifying Operator**") to any technical specification of the interconnection interface between their respective Networks ("**Interface Change**");

(b) any change by the Notifying Operator to any technical specification or characteristic of the Facilities and/or Services to which the other Operator ("**Recipient Operator**") has access to, which will or might affect:

(i) the Recipient Operator's Network; or

(ii) the Recipient Operator's use of the Facilities and/or Services provided by the Notifying Operator,

("**Facility and/or Service Change**");

(c) any change by the Notifying Operator to any technical specification or characteristic of that Notifying Operator's Network which will or might affect the Recipient Operator's Network ("**Other Network Change**");

(d) any change by the Notifying Operator to any of the Operational Support Systems used in inter-carrier processes, including without limitation:

(i) the billing system;

(ii) portals for service fulfilment, service assurance and network and home pass information;

(iii) the ordering and provisioning systems; or

(iv) the Customer's Churn process,

("**OSS Change**"); and

(e) any enhancement by the Notifying Operator of the features, functions or capabilities of the Facilities and/or Services to which the Recipient Operator has access, which enhancement the Notifying Operator proposes to make available either:

(i) to itself; or

(ii) to any other Operator,

("**Functionality Change**"),

(collectively, "**Relevant Changes**").

5.10.3 **Notification of change:** If a Notifying Operator proposes to make a Relevant Change to its Network, services or procedures, the Notifying Operator shall provide the Recipient Operator with notice in writing ("**Change Notice**") of:

(a) the nature, effect, technical details, potential impact on the Recipient Operator's Network and the expected completion date of the proposed Relevant Change, described at a sufficient level of detail to enable the Recipient Operator to identify and begin planning such changes as may be necessary or desirable for the Recipient Operator to make to its Network, services or procedures in consequence of the Relevant Change; and

(b) a date, which shall be no later than ten (10) Business Days from the date of the Change Notice, on which the representatives of the Notifying Operator will be available to discuss with the representatives of the Recipient Operator, the proposed Relevant Change and the changes that may be necessary or desirable for the Recipient Operator to make to its Network, services or procedures in consequence of the Relevant Change,

as soon as reasonably practicable and, in any case, with not less than the relevant notice period set out in the table below or such other notice period as agreed between the Notifying Operator and Recipient Operator in an Access Agreement:

Relevant Change	Notice period
Interface Change	Three (3) months
Other Network Change	Three (3) months
Facility and/or Service Change	Three (3) months
OSS Change	Three (3) months
Functionality Change	Three (3) months

5.10.4 **Post-notification procedures:** The Notifying Operator shall:

(a) meet with the representatives of the Recipient Operator on the date set out in the Change Notice or as soon as practicable thereafter (but no later than the notice period set out in the table in subsection 5.10.3 of this Standard), for the purpose of discussing the Relevant Changes and any changes that may be necessary or desirable for the Recipient Operator to make to its Network, services or procedures in consequence of the Relevant Changes;

(b) provide any additional information reasonably requested by the Recipient Operator no later than ten (10) Business Days after the Recipient Operator's request for such additional information; and

(c) take reasonable account of concerns raised and proposals made by the Recipient Operator to minimise any adverse impact of the Relevant Changes on the Recipient Operator and revise the Change Notice accordingly.

5.10.5 **Testing:** A Notifying Operator shall, bearing its own costs in doing so:

(a) co-operate with a Recipient Operator to develop procedures for testing the impact of the Relevant Changes on the proper operation and compatibility of the Operators' respective Networks, including where required by implementing a POC; and

(b) jointly carry out testing with the Recipient Operator in a timely manner, using its best endeavours to accommodate any timing requested by the Recipient Operator and, in any case, no less than twenty (20) Business Days before the Notifying Operator proposes to effect the Relevant Changes. The testing shall be conducted in accordance with the testing procedures developed under paragraph 5.10.5(a) above.

5.10.6 **Testing failure:** Subject to the Recipient Operator having co-operated with the Notifying Operator in relation to the conduct of tests under subsection 5.10.5 of this Standard, if such tests:

(a) are not accepted by ten (10) Business Days prior to the date when the Notifying Operator proposes to effect the Relevant Changes; or

(b) do not provide reasonable assurance of the continued proper operation and compatibility of the Operators' respective Networks, services and procedures, the Notifying Operator must postpone implementation of the Relevant Changes. The period of postponement will be the period necessary to allow the Operators to repeat the steps in subsections 5.10.3 to 5.10.5 of this Standard.

5.11 BILLING AND SETTLEMENT OBLIGATIONS

5.11.1 **Invoices:** An Access Provider shall use its best endeavours to issue to the Access Seeker an Invoice in writing or in electronic form (as requested by the Access Seeker) within one (1) month of the end of each Billing Cycle in accordance with subsection 5.11.3 of this Standard for amounts due in respect of the supply of Facilities and/or Services during the relevant Billing Period.

5.11.2 **Currency:** Unless otherwise agreed by the Access Provider and Access Seeker in an Access Agreement, an Access Provider shall state all Invoices in Ringgit Malaysia and payment shall be made by the Access Seeker in Ringgit Malaysia.

5.11.3 **Billing Cycle:** An Access Provider shall issue Invoices in accordance with the Billing Cycles specified in the Service Specific Obligations, except where a different Billing Cycle is agreed with the Access Seeker in an Access Agreement.

5.11.4 **Billing verification information:** An Access Provider shall provide, with each Invoice, such information as may be reasonably necessary for the Access Seeker to verify rates and charges contained in an Invoice.

5.11.5 **Other billing information:** An Operator must provide to any Operator with which it interconnects, information within its possession that is reasonably necessary to allow the other Operator to provide accurate and timely billing services to itself, other Operators and Customers.

5.11.6 **Summarised Invoice and billing information:** An Access Provider shall provide the Access Seeker, on written request, with an aggregated summary of billings for access to the Facilities and/or Services provided to the Access Seeker, in monthly tranches.

5.11.7 **Billing error:** If an Operator discovers an error in an Invoice, it must promptly notify the other Operator. The Operator which made the error must make necessary adjustments to correct that error within one (1) month of notification.

5.11.8 **Time for payment:** Subject to subsection 5.11.11 of this Standard, an Access Provider shall allow an Access Seeker no less than one (1) month from the date of receipt of an Invoice for the Access Seeker to make the payment. This subsection 5.11.8 should not be construed as preventing an Access Provider from granting a discount to an Access Seeker as an incentive to make early payments.

5.11.9 **Method of payment:** An Access Provider shall allow an Access Seeker to pay an Invoice by bank cheque or electronic funds transfer directly to an account nominated by the Access Provider.

5.11.10 **No set-off:** Unless otherwise agreed by the Access Provider and Access Seeker in an Access Agreement, an Access Provider may not set-off Invoices except where the Access Seeker is in liquidation or at least three (3) Invoices have been issued and such Invoices have not been paid (excluding disputed amounts).

5.11.11 **Withholding of disputed amounts:** An Access Provider shall allow an Access Seeker to withhold payment of any amount disputed in good faith by the Access Seeker if:

(a) the Access Seeker notifies the Access Provider within the applicable timeframe for disputing that amount under subsection 5.11.12 of this Standard ~~fifteen (15) Business Days from the date of receipt of the Invoice of such dispute~~ (unless otherwise agreed by the Access Provider and Access Seeker in an Access Agreement); ~~and~~

(b) the Access Seeker's notification specifies the information referred to in subsection 5.11.13 of this Standard; and~~.~~

(c) the billing dispute in respect of which the Access Seeker is withholding payment satisfies the criteria in section 6.3 of Annexure A of this Standard.

5.11.12 **Billing Disputes:** An Access Provider shall allow an Access Seeker to dispute any amount in an Invoice if:

(a) in the case of domestic calls and interconnection, the Access Seeker notifies the Access Provider within thirty (30) Business Days after the date of receipt of such Invoice;

(b) in the case of outgoing and incoming international calls and interconnection, the Access Seeker notifies the Access Provider within six (6) months after the date of receipt of such Invoice; or

(c) in case of any other Facilities and/or Services, the Access Seeker notifies the Access Provider within thirty (30) Business Days after the date of receipt of such Invoice,

provided that, in any case specified above, the Access Seeker's notification specifies the information referred to in subsection 5.11.13 of this Standard.

5.11.13 **Notification of Billing Dispute:** An Access Provider may require an Access Seeker to provide the following information when disputing any amount in an Invoice:

(a) the reasons for which the Invoice is disputed;

(b) the amount in dispute;

(c) details required to identify the relevant Invoice and charges in dispute including:

(i) the account number;

(ii) the Invoice reference number;

(iii) the Invoice date;

(iv) the Invoice amount; and

(v) billing verification information; and

(d) evidence in the form of a report, indicating any relevant traffic data which is in dispute.

5.11.14 **Billing Dispute resolution:** An Access Provider and an Access Seeker must comply with the Dispute Resolution Procedures applicable to Billing Disputes.

5.11.15 **Interest:** Except for any amount in an Invoice being disputed by an Access Seeker in good faith in accordance with subsection 5.11.12 of this Standard, an Access Provider may charge interest on any amount outstanding from an Access Seeker from time to time, in respect of that overdue sum for the period beginning on its due date and ending on the date of the receipt of the overdue sum by the Access Provider. The interest that may be charged by the Access Provider shall be at the rate of two percent (2%) per annum above Malayan Banking Berhad's prevailing base rate calculated daily from the due date until the date of actual payment. Payments which are overdue by more than two (2) months will bear interest at the rate of three percent (3%) per annum above Malayan Banking Berhad's base rate calculated from the due date until the date of receipt by the Access Provider of full payment. For clarification, an Access Provider shall not charge interest on an amount which is disputed by an Access Seeker in good faith.

5.11.16 **Backbilling:** Unless otherwise agreed by the Access Provider and Access Seeker in an Access Agreement, the Access Provider may include omitted or miscalculated charges from an earlier Invoice in a later Invoice, or issue an Invoice for charges which have previously not been invoiced provided that the Access Provider is able to substantiate the charges to the Access Seeker and such inclusion, amendment or issuance is made within three (3) months from the end of the Billing Cycle in which the calls were made or in which other Facilities and/or Services were provided.

5.11.17 **Provisional billing**: Where an Access Provider is unable to issue an Invoice within one (1) month after the end of the Billing Cycle in accordance with subsection 5.11.1 of this Standard, it may issue an Invoice to an Access Seeker for a provisional amount, based on the last Invoice ("**Provisional Invoice**"). In such circumstances, the Access Provider may invoice the Access Seeker for a provisional amount for a period of not more than three (3) successive Billing Cycles, provided that the total provisional amount is no more than the average of the three (3) most recent Invoices. Where there have not been three (3) past Invoices for access to the relevant Facilities and/or

Services, the Access Provider may issue a Provisional Invoice up to the full value of the amount based on the most recent Invoice.

5.11.18 **Adjustment Period:** Where a Provisional Invoice is issued by the Access Provider, within the next two (2) months or such other time period as may be agreed in the Access Agreement ("**Adjustment Period**"), the Access Provider must issue an Invoice for the actual amount due for access to the relevant Facilities and/or Services. If that Invoice for the actual amount is not issued within the Adjustment Period, the Access Seeker shall treat the provisional amount as the actual amount. If the actual amount for a particular Billing Period is higher than the provisional amount for the Billing Period, then the Access Seeker will pay in full such difference (free of interest) within one (1) month from the receipt of the actual Invoice to the Access Provider. If the actual amount for a particular Billing Period is lower than the provisional amount for the Billing Period, then the Access Provider will reimburse in full such difference (free of interest) within one (1) month from the receipt of the actual Invoice to the Access Seeker.

5.12 OPERATIONS AND MAINTENANCE OBLIGATIONS

5.12.1 **Operations and maintenance responsibility:** Each Operator shall be responsible for the operations and maintenance of its own facilities and services.

5.12.2 **Fault reporting service:** Each Operator shall establish and maintain a fault reporting service that allows Customers who are directly connected to the Network of that Operator and to whom that Operator supplies Facilities and/or Services (inter alia) to report faults relating to any Network, Facility and/or Service.

5.12.3 **Customer notification:** Each Operator will advise all of its directly connected Customers to report all faults to the fault reporting service described in subsection 5.12.2 of this Standard.

5.12.4 **Non-discriminatory fault reporting and identification:** An Operator shall:

(a) perform fault reporting and identification on a non-discriminatory basis; and

(b) treat the faults reported by another Operator on an equivalent basis as it treats the faults reported by itself.

5.12.5 **Cross-referrals:** If a Customer reports a fault to an Operator:

(a) when the Customer is directly connected to another Operator; or

(b) which clearly relates to a Network, Facility and/or Service of another Operator,

the Operator which receives the report shall promptly inform the other Operator of the reported fault, or refer that Customer to the other Operator's fault reporting service.

5.12.6 **Network fault responsibility:** The Operator in whose Network the fault occurs is responsible for rectifying it and restoring services including for the purpose of restoring the supply of Facilities and/or Services (such as Transmission Services or HSBB Network Services) which are used in another Operator's Network.

5.12.7 **Major inter-working faults:** If a major fault occurs which affects communication that crosses or would cross both Operators' Networks, initial responsibility for identifying the fault rests with the Operator who first becomes aware of the fault.

5.12.8 **Faults affecting other Networks or Equipment:** If an Operator identifies a fault occurring in its Network or with its network facilities which may have an adverse effect on another Operator's Network, network facilities, network services or Equipment, the first-mentioned Operator must promptly inform the other Operator of:

(a) the existence of the fault;

(b) the actions being taken by the first-mentioned Operator to rectify the identified faults and restore the service; and

(c) the outcome of those actions.

5.12.9 **Bear own costs:** Each Operator is responsible for establishing and maintaining a fault reporting service at its own cost irrespective of the location of the fault.

5.12.10 **Fault priority:** Each Operator shall give priority to faults in the following order:

(a) the highest service loss impact in terms of the number of Customers affected;

(b) those which have been reported on previous occasions and have re-occurred; and

(c) all other faults.

5.12.11 **Fault rectification:** Each Operator shall rectify faults on a non-discriminatory basis.

5.12.12 **Target times:** Each Operator shall respond to and rectify faults within the lesser of:

(a) timeframes set out in a relevant Service Specific Obligation or, if there is no such timeframe, the response timeframes, progress update frequencies and rectification timeframes set out in the table below;

(b) timeframes which will result in compliance by all affected Operators with any applicable mandatory standards that apply to service availability and restoration; and

(c) timeframes equivalent to that which the Access Provider provides to itself.

Priority Level	**Fault Types (examples)**	**Response Timeframe**	**Progress Update Frequency**	**Rectification Timeframe**
Level 1	1. Major switch outage 2. Transmission bearer total outage 3. Route blocking > 30% 4. Major signalling problem 5. Major routing issues 6. Fraudulent calls	Within one (1) hour	Every one (1) hour	Four (4) hours
Level 2	1. Minor switch outage 2. Minor routing issue 3. Minor signalling problems 4. Route blocking 10%-30% 5. Cross line and silent calls	Within four (4) hours	Every four (4) hours	Twenty-four (24) hours

Priority Level	Fault Types (examples)	Response Timeframe	Progress Update Frequency	Rectification Timeframe
	6. Mobile number portability issues			
Level 3	1. Faults affecting single or small number of Customers 2. Route blocking <10%	Within twenty-four (24) hours	Every twenty-four (24) hours	Seventy-two (72) hours
Level 4	1. Remote congestion 2. External Technical Irregularities ("**ETI**") 3. Other performance related issues	Within forty-eight (48) hours	Every forty-eight (48) hours	Ten (10) Business Days

Explanatory Notes to subsection 5.12.12 of this Standard:

(a) All faults reported shall be ascribed with a 'Priority Level' as set out in the table above for response and rectification purposes and the Operators involved shall cooperate with one another to achieve the target timeframes corresponding to the severity of the fault reported as set out in that table.

(b) The 'Fault Types' listed in the table above are only examples of possible types of faults. Operators are required to categorise all faults by reference to the specified 'Priority Levels', 'Response Timeframes' and 'Rectification Timeframes'.

(c) 'Response Timeframe' refers to the timeframe for the Operator whose Network, Facility and/or Service is faulty to respond to and appropriately attend to the fault. 'Response Timeframes' are to be measured from either the time the fault is notified by the other Operator or from the time when the Operator first becomes aware of the fault, whichever is the earlier.

(d) 'Progress Update Frequency' refers to the frequency to update the other Operator until the fault is rectified.

(e) 'Rectification Timeframe' refers to the time taken by the Operator to rectify a faulty Network, Facility and/or Service and is determined by the period between the reporting of a fault to the relevant fault reporting service of the Operator and the rectification of the fault on a permanent or temporary basis (provided that if rectified on a temporary basis, the Operator must continue attempting to achieve a permanent rectification without delay).

5.12.13 **Planned maintenance:** If an Operator intends to undertake planned maintenance ("**Maintenance Operator**") which may affect an Access Seeker's Network, Facilities and/or Services, the Maintenance Operator must:

(a) provide at least the greater of the time which it notifies its own Customers and ten (10) Business Days' notice of the planned maintenance;

(b) use its reasonable endeavours to minimise any disruption to the carriage of communications that crosses or would cross both Operators' Networks, and which are caused by the maintenance or re-routing; and

(c) where the Operators agree that it is practicable, provide alternative routing or carriage at no additional cost to the Access Seeker.

5.12.14 **Planned maintenance windows:** A Maintenance Operator shall undertake planned maintenance within windows of time agreed with other Operators, and where the windows of time for such planned maintenance have the least effect on end users.

5.12.15 **Emergency maintenance:** If a Maintenance Operator needs to undertake emergency maintenance which may affect the other Operator's Network, the Maintenance Operator must, if it is able to:

(a) provide at least twenty-four (24) hours' notice of the ~~planned~~ emergency maintenance;

(b) use its reasonable endeavours to minimise any disruption to the carriage of communications that crosses or would cross both Operators' Networks, and which are caused by the maintenance or re-routing; and

(c) where the Operators agree that it is practicable, provide alternative routing or carriage at no additional cost to the other Operator.

5.12.16 **Hours of fault reporting and rectification:** An Access Provider shall maintain a twenty-four (24) hours a day, seven (7) days a week fault reporting and rectification service.

5.12.17 **Complaints handling:** The Operators must report all interconnection and access outages that relate to Networks, Services and/or Facilities to the Access Provider's relevant fault reporting and rectification service.

5.12.18 **Routine testing:** The Operators shall conduct interconnection service tests at agreed annual intervals to ensure the maintenance of interconnection services at agreed services levels in accordance with standards as agreed by both parties or such other standards as may be determined by the Commission.

5.13 TECHNICAL OBLIGATIONS

5.13.1 **Compliance:** Operators shall adhere to the relevant guidelines issued by the Commission from time to time to the extent that they have not been expressly revoked and are not inconsistent with any technical obligations set out in this Standard.

5.13.2 **Prevention of technical harm:** An Operator must take reasonable measures to ensure that interconnection and access do not cause physical or technical harm to the other Operator's Network, which measures shall be no less robust than the measures which the Operator takes in respect of new facilities or Equipment incorporated into its own Network.

5.13.3 **Technical Standards:** An Operator must comply with any applicable technical Standard adopted by the Commission under Chapter 3 of Part VII of the Act.

5.13.4 **No Interference:** An Operator must not do anything, or knowingly permit any third person to do anything, in relation to Network, network facilities, network services or Equipment which:

(a) causes interference; or

(b) materially obstructs, interrupts or impedes the continuous use or operation of, the Network, network facilities, network services or Equipment of another Operator.

5.13.5 **Notice of interference and rectification:** If an Operator notifies ("**Notifying Operator**") another Operator that the other Operator's Network, network facilities, network services or Equipment is causing interference to the Notifying Operator's Network, network facilities, network services or Equipment:

(a) the other Operator shall rectify the situation as soon as possible, and in any case, within twenty-four (24) hours of receiving notice from the Notifying Operator, so that no interference is caused; or

(b) if the other Operator is not able to locate the source of the interference within twenty-four (24) hours under paragraph 5.13.5(a) above, the other Operator shall promptly notify the Notifying Operator, and both Operators shall meet as soon as possible, and in any case, within twenty-four (24) hours of such notice and jointly examine each other's Network, network facilities, network services or Equipment to locate the source of the interference.

5.14 TERM, SUSPENSION AND TERMINATION OBLIGATIONS

5.14.1 **Term:** An Operator shall, unless otherwise required by the Access Seeker, enter into Access Agreements with a term of no less than five (5) years from the date of execution of the Access Agreement.

5.14.2 **Term of supply:** Unless otherwise agreed by the Access Provider and Access Seeker in an Access Agreement, and subject to the Access Provider not being able to provide access as a result of Force Majeure, the Access Provider shall only require the Access Seeker to acquire access to individual Facilities and/or Services under the Access Agreement for a minimum period as follows:

Facilities and/or Services	Minimum term
Access Services (e.g. originating and terminating access)	No minimum term
Transmission Services	Twelve (12) months or Twenty-four (24) months (at the Access Provider's discretion)
HSBB Network Services	Twenty-four (24) months
Network Facilities Access	Three (3) years

Upon expiry of the relevant minimum term, an Access Seeker can terminate the Access Agreement at any time without penalty for early termination, provided that the Access Seeker provides three (3) months' notice to the Access Provider.

5.14.3 **Termination circumstances:**

(a) Subject to subsection 5.14.6 of this Standard, an Access Provider may only terminate an Access Agreement, whether in whole or in part (for example, only to the extent relating to a particular Facility or Service, or at a particular site), if any of the circumstances referred to in paragraph

5.14.3(a)(i), 5.14.3(a)(ii), ~~or~~ 5.14.3(a)(iii) or 5.14.3(a)(iv) of this Standard apply, and the Access Provider has notified the Access Seeker that it will terminate where:

(i) the Access Seeker has materially breached the Access Agreement, the Access Provider has notified the Access Seeker that it will terminate in no less than one (1) month if the Access Seeker has not remedied its breach by the end of that period and the Access Seeker has failed to remedy its breach in accordance with such a notification;

(ii) the Access Seeker has become subject to a winding up order (whether compulsorily or voluntarily) or ceases to trade in the normal course of business or becomes insolvent or a receiving order is made against it or has entered into any agreement or composition with or assignment for the benefit of its creditors or the Access Seeker's assets are subject of any form of distress or execution or any analogous insolvency event related to the Access Seeker has occurred in any jurisdiction; ~~or~~

(iii) a Force Majeure has continued for a period of more than three (3) months; or~~.~~

(iv) the Access Provider has a right to terminate under any other ground agreed by the Access Provider and the Access Seeker in an Access Agreement.

The Access Provider shall forward to the Commission a copy of the notice of termination at the same time as providing the notice of termination to the Access Seeker. For clarification, a notice to be given under this subsection 5.14.3 is in addition to the notice required under subsection 5.14.6 of this Standard.

(b) Except where permitted under subsection 5.14.2 of this Standard, an Access Seeker may only terminate an Access Agreement, whether in whole or in part (for example, only to the extent relating to a particular Facility or Service, or at a particular site), if any of the circumstances referred to in paragraph 5.14.3(b)(i), 5.14.3(b)(ii), ~~or~~ 5.14.3(b)(iii) or 5.14.3(b)(iv) of this Standard apply, and the Access Seeker has notified the Access Provider that it will terminate where:

(i) the Access Provider has materially breached the Access Agreement, the Access Seeker has notified the Access Provider that it will terminate in no less than one (1) month if the Access Provider has not remedied its breach by the end of that period and the Access Provider has failed to remedy its breach in accordance with such a notification;

(ii) the Access Provider has become subject to a winding up order (whether compulsorily or voluntarily) or ceases to trade in the normal course of business or becomes insolvent or a receiving order is made against it or has entered into any agreement or composition with or assignment for the benefit of its creditors or the Access Provider's assets are subject of any form of distress or execution or any analogous insolvency event related to the Access Provider has occurred in any jurisdiction; ~~or~~

(iii) a Force Majeure has continued for a period of more than three (3) months; or~~.~~

(iv) the Access Seeker has a right to terminate under any other ground agreed by the Access Provider and the Access Seeker in an Access Agreement.

5.14.4 **Change in law:** Where continued operation of an Access Agreement or access to any Network, Facilities and/or Services provided under it is or will be unlawful (as a result of a legislative change), the Access Seeker and the Access Provider must meet within five (5) Business Days of becoming aware of the relevant change in law to review whether access to the relevant Network, Facilities and/or Services may be provided by the Access Provider on different terms and conditions (which are acceptable to the Access Seeker). If the parties cannot agree to the provision of access on different terms and conditions, either Party may request resolution of the dispute in accordance with the Dispute Resolution Procedures.

5.14.5 **Suspension:** Subject to subsection 5.14.6 of this Standard, an Access Provider may only suspend access to any Facilities and/or Services, whether in whole or in part, in the following circumstances:

(a) the Access Seeker's facilities materially and adversely affect the normal operation of the Access Provider's Network, or are a material threat to any person's safety;

(b) the Access Seeker's facilities or the supply of services pose an imminent threat to life or property of the Access Provider, its employees or contractors;

(c) the Access Seeker's facilities cause material, physical or technical harm to any facilities of the Access Provider or any other person;

(d) where the Access Seeker has failed to pay Invoices in accordance with subsection 5.11 of this Standard, and has failed to rectify such non-compliance within thirty (30) days of receiving notice from the Access Provider (and subject to any right that the Access Seeker has under subsection 5.11 of this Standard to dispute any amount in an Invoice);

(e) where the Access Seeker has failed to provide the new security amount as required under subsections 5.3.9, 5.16.7 and 5.16.8 of this Standard;

(f) where Force Majeure applies; or

(g) the Access Seeker breaches any laws, regulations, rules or standards which has a material and adverse effect on the Access Provider or the provision by the Access Provider of Facilities and/or Services under this Access Agreement.

For the purposes of this subsection 5.14.5, an Access Provider must provide the Access Seeker with five (5) Business Days' notice, including reasons, prior to suspending access to any Facilities and/or Services, except that, for an Emergency Suspension, an Access Provider is only required to provide as much notice as is reasonably practicable in the circumstances. The Access Provider shall forward to the Commission a copy of the notice of suspension at the same time as providing the notice of suspension to the Access Seeker. For clarification, a notice to be given under this subsection 5.14.5 is in addition to the notice required under subsection 5.14.6 of this Standard.

5.14.6 **Notice:** Prior to terminating, suspending, or seeking to materially vary an Access Agreement (including any part thereof) or access to any Facilities and/or Services provided under it, an Access Provider must notify the Commission in writing of the action the Access Provider proposes to take and the reasons why it considers such action is appropriate. The Commission may invite any affected Access Seeker to make submissions to the Commission regarding the proposed termination, suspension or material variation. The Access Provider:

(a) shall only give effect to the proposed termination, suspension or material variation with the Commission's written consent and subject to any time delay or conditions which the Commission may specify (if any), except that the Access Provider may give effect to an Emergency Suspension at any time after providing notice to the Commission under this subsection 5.14.6. The Commission will endeavour to respond to the Access Provider's notice within ten (10) Business Days or such other period that the Commission considers is reasonable;

(b) must not give effect to the proposed termination, suspension or material variation unless the Access Provider has received written consent from the Commission to such termination, suspension or material variation, except that the Access Provider may give effect to an Emergency Suspension at any time after providing notice to the Commission under this subsection 5.14.6; and

(c) shall take all steps practicable to minimise disruptions and inconvenience to the Customers of the Access Seeker, including providing the Access Seeker with a reasonable period to make alternative arrangements prior to the suspension or termination of the Access Agreement, or access to Facilities and/or Services provided under it.

At any time after the Commission receives a notice from an Access Provider in respect of an Emergency Suspension, the Commission may, by notice, order the Access Provider to cease the suspension and the Access Provider must immediately comply with such a notice.

5.14.7 **Undertakings:** If the parties to an Access Agreement adopt the terms and conditions specified in an access undertaking that has been registered with the Commission in accordance with the Act, the parties must notify the Commission within five (5) Business Days of such adoption. In such circumstances, the terms and conditions of the Access Agreement will continue in force for the remainder of the term of that Access Agreement, even if the access undertaking is withdrawn or expires prior to the expiry of that term.

5.14.8 **Post-termination and post-suspension fees:** An Access Provider shall not recover any additional charges, costs or expenses on termination or suspension of an Access Agreement or access to any Facilities and/or Services provided under it except:

(a) charges invoiced in arrears and not yet paid; and ~~or~~

(b) charges arising during an applicable minimum contractual period (as described in subsection 5.14.2 of this Standard) provided that:

(i) such charges must be reduced to reflect any cost savings to the Access Provider from not having to supply the Facilities and/or Services to the extent that they have been terminated or suspended; and

(ii) the Access Provider must use reasonable endeavours to mitigate its costs of termination or suspension and maximise cost savings under paragraph 5.14.8(b)(i) above.

5.14.9 **Upfront charges refund:** On termination of an Access Agreement or access to any Facilities and/or Services provided under it, the Access Provider shall refund to the Access Seeker all amounts paid in advance to the extent that the amount (or part of the amount calculated on a pro-rata basis) relate to the period after the date of effect of such termination.

5.14.10 **Deposits and guarantees:** Notwithstanding the obligation in subsection 5.14.9 of this Standard, the Access Provider shall:

(a) within two (2) months of termination of the Access Agreement refund to the Access Seeker any deposit paid provided all other amounts payable by the Access Seeker to the Access Provider have been paid; and

(b) immediately upon termination of the Access Agreement unconditionally waive any rights under any guarantees provided by the Access Seeker except in respect of amounts payable by the Access Seeker to the Access Provider as at the date of termination.

~~5.15~~ NOT USED ~~CHURN OBLIGATIONS~~

~~5.15.1 **Application:** This section 5.15 applies to all Facilities and Services other than HSBB Network Services.~~

~~5.15.2 **Authorisation of Releasing Service Provider:** The Releasing Service Provider must not object to the Access Service Provider implementing any Customer's Churn request, where such request is received by the Access Service Provider from a Gaining Service Provider.~~

~~5.15.3 **Notifications:** Except where the Releasing Service Provider and the Access Service Provider are the same person, the Gaining Service Provider must notify the Releasing Service Provider of each proposed Churn prior to forwarding a Transfer Request to the Access Service Provider.~~

~~5.15.4 **Notification of invalid Churns:** Within two (2) Business Days of the receipt by the Releasing Service Provider of the notice from the Gaining Service Provider under subsection 5.15.3 of this Standard, the Releasing Service Provider must advise the Gaining Service Provider if it believes, on reasonable grounds, that the Transfer Request is invalid because:~~

~~(a) the Transfer Request resulted from a processing error; or~~

~~(b) the Transfer Request was incomplete (for reasons including that the Customer or their agent did not execute the Transfer Form).~~

~~For clarification, if no notice is provided under this subsection, the Gaining Service Provider may forward the Transfer Request to the Access Service Provider (where the Access Service Provider is a different person to the Releasing Service Provider).~~

~~5.15.5 **Response to invalid Churn notification:** If a notification is made under subsection 5.15.4 of this Standard, the Releasing Service Provider must provide the Gaining Service Provider with evidence upon which the notification is based. In such circumstances, the Releasing Service Provider and the Gaining Service Provider must take immediate action to rectify the invalid Churn in accordance with the Customer's wishes. If the Customer wishes to proceed with the transfer to the Gaining Service Provider, and the Gaining Service Provider provides the Releasing Service Provider with a Transfer Form, the Transfer Request must be provided to the Access Service Provider immediately.~~

5.15.6 **Implementation of Churn:** Within two (2) Business Days after the receipt of a Transfer Request, the Access Service Provider must implement the Churn and advise each of the Gaining Service Provider and the Releasing Service Provider that the transfer has been completed.

5.15.7 **Facilitation of Churn:** An Access Service Provider must facilitate and implement Churns between Operators in accordance with the obligations specified in subsection 5.15.6 of this Standard, even if the Access Service Provider is not the Releasing Service Provider or the Gaining Service Provider.

5.15.8 **Confidentiality:** Unless otherwise specifically provided in this Standard, the Access Service Provider and the Releasing Service Provider must not use information disclosed for the purposes of a Churn (including information contained in a Transfer Request or a Transfer Form) for other purposes. In particular, the Access Service Provider and the Releasing Service Provider must handle information disclosed for the purposes of a Churn as Confidential Information of the Gaining Service Provider, and must not use such information in connection with marketing to, or offering services to, a Customer.

5.15.9 **Availability:** If a Service is subject to a Churn, a Releasing Service Provider or an Access Service Provider (acting as an Access Provider for the purposes of this Standard) must not refuse an Access Request (under subsection 5.4.10 of this Standard) on the ground that the Releasing Service Provider is currently using the Service specified in the Access Request.

5.16 LEGAL BOILERPLATE OBLIGATIONS

5.16.1 **Obligation to supply:** Each Operator shall have an absolute obligation to supply access to Facilities and/or Services in accordance with this Standard. Such obligation shall not be conditional upon the use of that Operator's reasonable or best endeavours. Each Operator shall ensure that it shall not enter into any arrangement which will prevent, hinder or restrict the fulfilment of the Operator's obligation under this Standard.

5.16.2 **Mutual compensation:** Each Operator must establish mutually acceptable compensation arrangements with each other Operator (including bill-and-keep arrangements).

5.16.3 **Equal representatives**: Each Operator must appoint an equal number of representatives to an Interconnect Steering Group (and such other working groups as may be agreed upon) to manage the smooth and timely

implementation of the terms and conditions of Access Agreements or Dispute Resolution Procedures, as applicable.

5.16.4 **Dispute resolution:** Each Operator must comply with the Dispute Resolution Procedures.

5.16.5 **Complete charges:** An Access Provider shall specify all charges in an Access Agreement and shall not attempt to recover any other costs, expenses or charges which are not specified in the Access Agreement except where such work is to be done on a time and materials basis in which case the Access Provider shall do such work in accordance with a quotation agreed with the Access Seeker as set out in this Standard.

5.16.6 **Intellectual Property:** Each Operator shall licence to the other Operator under an Access Agreement on a royalty-free basis, all Intellectual Property rights necessary for the ongoing operation of the Access Agreement and the inter-operability of the Operators' Networks, subject to any relevant third-party licences. The term of the licence must be consistent with the term of the relevant Access Agreement.

5.16.7 **Security review:** An Operator shall only vary the amount and type of any security requirements imposed on another Operator:

(a) a maximum of once in any twelve (12) month period;

(b) if there is a material increase in the credit risk to the Operator due to changes in either or both of the circumstances under paragraphs 5.3.9(b)(i) and 5.3.9(b)(ii) of this Standard; and

(c) if the Operator determines, acting reasonably, that the variation will materially reduce or remove the increased credit risk.

If amounts contained in Invoices are disputed in good faith, this will not constitute a material increase in the credit risk to the Operator for the purposes of paragraph 5.16.7(b) above.

5.16.8 **Additional security:** For the purposes of subsection 5.16.7 of this Standard, an Operator may only request additional or substitute security from another Operator, in a manner consistent with subsection 5.3 of this Standard, if the other Operator was making a new Access Request under subsection 5.3 of this Standard.

5.16.9 **Assignment:** An Operator's right to assign its rights under an Access Agreement prepared by it shall be reciprocal with the other Operator's rights of assignment.

5.16.10 **Review:** An Operator shall specify in an Access Agreement prepared by it that such Access Agreement shall be reviewed:

(a) if the Minister issues a direction or determination relating to its subject matter;

(b) if the Commission issues a direction or determination relating to its subject matter;

(c) if the Act or this Standard is amended in relation to its subject matter;

(d) by agreement of each of the parties; or

(e) if a condition of the Operator's licence is amended or deleted or a new condition is imposed in relation to its subject matter.

5.16.11 **Costs and expenses:** Each Operator shall bear its own costs and expenses in relation to the preparation, negotiation and execution of an Access Agreement to which they are parties.

5.16.12 **Applicable laws:** An Operator shall include a provision in all Access Agreements prepared by it which provides that the Access Agreements will be governed by the laws of Malaysia and that Operators will comply with all applicable directions issued by the Malaysian regulatory authorities.

5.16.13 **Reciprocity:** An Access Provider must offer to acquire access to Facilities and/or Services on the same terms that it provides access to those Facilities and/or Services, where the Facilities and/or Services are the same or similar in nature.

5.16.14 **Conditional supply:** An Access Provider shall not require an Access Seeker to acquire:

(a) other facilities and/or services from the Access Provider as a condition of providing access to Facilities and/or Services under this Standard (for example, an Access Provider shall not make access to Facilities

conditional on the acquisition of Services, such as Transmission Services, or other services, such as maintenance services); and

(b) any Facilities and/or Services, or any elements thereof (for example, ports or lines) in any minimum or maximum quantity or ratio, including for example any minimum bandwidth.

SECTION 6: SERVICE SPECIFIC OBLIGATIONS

6.1 O&T SERVICES

6.1.1 **Application:** This subsection 6.1 applies where access to an O&T Service has been requested or is to be provided.

6.1.2 **Forecasts:** For the purposes of subsection 5.6.6 of this Standard, an Access Provider shall only request Forecasts where:

(a) the maximum period of time covered by Forecasts regarding O&T Services is one (1) year;

(b) the minimum intervals or units of time to be used in Forecasts regarding O&T Services is six (6) months; and

(c) the maximum frequency to update or to make further Forecasts regarding O&T Services is once every six (6) months.

6.1.3 **Acknowledgement of receipt:** For the purposes of subsection 5.7.5 of this Standard, an Access Provider shall acknowledge receipt of each Order for an O&T Service within one (1) Business Day.

6.1.4 **Time for acceptance or rejection:** Subject to any shorter timeframe required under subsection 5.7.12 of this Standard, an Access Provider must notify an Access Seeker that an Order for an O&T Service is accepted or rejected within ten (10) Business Days after:

(a) issuing the Notice of Receipt in respect of the Order, where the Access Provider did not undertake any post-Order Service Qualification for that Order under subsection 5.7.8 of this Standard; or

(b) providing the Access Seeker with the result of post-Order Service Qualification under subsection 5.7.9 of this Standard, where the Access Provider has undertaken post-Order Service Qualification for that Order under subsection 5.7.8 of this Standard.

6.1.5 **Indicative delivery timeframe:** For the purposes of paragraph 5.7.13(a)(i) of this Standard, the indicative delivery timeframe for O&T Services is twenty (20) Business Days. For clarification, the indicative delivery timeframe in this subsection 6.1.5 commences from the Notice of Acceptance or confirmation of the Order (as applicable) in accordance with subsection 5.7.14 of this Standard.

6.1.6 **Billing Cycle:** For the purposes of subsection 5.11.3 of this Standard, between the Operators, the Billing Cycle for O&T Services will be monthly.

6.1.7 **Non-discrimination:** An Access Provider shall perform Network Conditioning on an equivalent basis to that which the Access Provider performs Network Conditioning for itself for the same or similar type of O&T Services.

6.1.8 **Impact of retail commercial arrangements:** An Access Provider must not refuse to commence or complete Network Conditioning on the basis that the commercial arrangements (other than arrangements in relation to matters specified under subsection 6.1.9 of this Standard, to the extent relevant) are not agreed between the parties in relation to the retail service for which Network Conditioning is to be provided.

6.1.9 **Commencement of Network Conditioning:** An Access Provider must commence Network Conditioning for a Facility and/or Service which requires the Access Provider to conduct such Network Conditioning immediately following the acknowledgement of receipt of an Order from an Access Seeker and agreement by the Access Provider and the Access Seeker in relation to the following matters, to the extent relevant:

(a) geographical coverage;

(b) number information (i.e. length and code allocation);

(c) origins from or destinations to which access is required;

(d) network routes (including which Operator is responsible for the provisioning of the interconnection links); and

(e) handover arrangements and relevant Points of Interface.

6.1.10 **Number range activation:** Subject to subsection 6.1.11 of this Standard, if the supply of a Facility and/or Service requires the Access Provider to activate a code or number range on its Network, the Access Provider shall:

(a) use its best endeavours to activate in the Access Provider's Network the code or number range within the shorter of the timeframe between the time that the Access Provider would activate the code or number range for itself, including on an urgent basis, and ten (10) Business Days of being requested to do so by the Access Seeker; and

(b) in any event, activate the code or number range within one (1) month of being requested to do so by the Access Seeker.

6.1.11 **Intra-Network codes and numbers:** Subsection 6.1.10 of this Standard does not apply to codes or number ranges not intended for use across interconnected Networks.

6.1.12 **Inter-Closed Number Area service:** An Access Provider shall offer interconnection to permit calls to be transmitted across Closed Number Area boundaries, whether directly or in transit.

6.1.13 **Costs:** The costs incurred in Network Conditioning shall be apportioned between the Operators as follows:

(a) if the work has been carried out in accordance with a Government or Commission requirement, the Operators will bear their own costs; and

(b) if the work has been carried out to fulfil an Order made in accordance with this Standard, the costs shall be apportioned in an equitable manner between the Operators having regard to cost causation.

6.1.14 Not used.

6.1.15 **CLI:** For the purpose of billing reconciliation, call charge verification, and other use cases, Operators will provide CLI to each other from its own Network including CLI from another Network with which its Network is interconnected subject to CLI being forwarded to it. Other use cases include prevention and investigation of spam and fraud, display to Customers, emergency services and malicious call tracing.

6.1.16 **Dummy CLIs:** An Operator must route a Customer's original CLI and must not translate numbers, use dummy numbers or dummy CLI, or use any means to alter numbers which may confuse or have the tendency to confuse the other Operator's Network (including transit Networks) or billing systems. Where technical problems for routing or billing so demand, then the use of dummy numbers shall only be permitted as agreed between the Operators.

6.1.17 **Quality of service:** An Access Provider shall provide access to O&T Services for Access Seekers in accordance with the quality of service parameters set out in the table below, and otherwise on an equivalent basis as it provides for itself:

Network Quality	Threshold %	Remarks
1.0 Successful Call	≥ 94%	
1.1 Answered Call		Number of calls that successfully seized a trunk group and are answered.
1.2 Busy Call		Number of calls that successfully seized a trunk group and are terminated after connection due to 'terminating subscriber is busy'.
1.3 No Answer Call		Number of calls that successfully seized a trunk group and are rejected because either the called device did not answer or the calling party went on-hook during ringing.
Call Establishment Rate (1.1 + 1.2 + 1.3)	≥ 85%	Expressed as the sum of Answered, Busy and No Answer Calls and indicates the proportion of calls that successfully seized the circuits out of the total call attempts.
2.0 Unsuccessful Call	≤ 6%	
2.1 Network Congestion	≤ 3%	
Internal Congestion (ICONG)	≤ 1%	Number of calls offered to a trunk group that successfully overflowed or are rejected in their own switch. Internal congestion of originating POI and interconnect route congestion are due to insufficient capacity to support the current traffic. Short message service ("**SMS**") is to be agreed with Access Seekers in accordance with best practices.

Network Quality	Threshold %	Remarks
External Congestion (OCONG)	≤ 2%	Number of calls that, after a trunk group is seized, are rejected upon receiving a backward signal indicating that far end congestion has occurred within the terminating POI and the subsequent terminating Network. SMS is to be agreed with Access Seekers in accordance with best practices.
2.2 Network Fault	≤ 3%	
External Technical Irregularities/Error (ETI)	≤ 2%	Calls which are successfully connected through the Network are rejected upon detection of technical irregularities or faults in the far end radio subsystem in the other network element.
Internal Technical Irregularities/Error (ITI)	≤ 1%	Calls which are successfully connected through the Network are rejected upon detection of technical irregularities in the originating Network.

6.2 NOT USED

6.3 INTERCONNECT LINK SERVICE

6.3.1 **Application:** This subsection 6.3 applies where access to the Interconnect Link Service has been requested or is to be provided.

6.3.2 **Forecasts:** For the purposes of subsection 5.6.6 of this Standard, an Access Provider shall only request Forecasts where:

(a) the maximum period of time covered by Forecasts regarding Interconnect Link Service is three (3) years;

(b) the minimum intervals or units of time to be used in Forecasts regarding Interconnect Link Service is one (1) year; and

(c) the maximum frequency to update or to make further Forecasts regarding Interconnect Link Service is once a year.

6.3.3 **Acknowledgement of receipt:** For the purposes of subsection 5.7.5 of this Standard, an Access Provider shall acknowledge receipt of each Order for an Interconnect Link Service within two (2) Business Days.

6.3.4 **Time for acceptance or rejection:** Subject to any shorter timeframe required under subsection 5.7.12 of this Standard, an Access Provider must notify an Access Seeker that an Order for an Interconnect Link Service is accepted or rejected within fifteen (15) Business Days after:

(a) issuing the Notice of Receipt in respect of the Order, where the Access Provider did not undertake any post-Order Service Qualification for that Order under subsection 5.7.8 of this Standard; or

(b) providing the Access Seeker with the result of post-Order Service Qualification under subsection 5.7.9 of this Standard, where the Access Provider has undertaken post-Order Service Qualification for that Order under subsection 5.7.8 of this Standard.

6.3.5 **Indicative delivery timeframe:** For the purposes of paragraph 5.7.13(a)(i) of this Standard, the indicative delivery timeframe for Interconnect Link Service is:

(a) twenty (20) Business Days if the Interconnect Link Service is requested at an existing POI between the Access Provider and the Access Seeker; or

(b) four (4) months if the Interconnect Link Service is requested at a new POI between the Access Provider and the Access Seeker.

For clarification, the activation timeframe in this subsection 6.3.5 commences from the Notice of Acceptance or confirmation of the Order (as applicable) in accordance with subsection 5.7.14 of this Standard.

6.3.6 **Billing cycle:** For the purposes of subsection 5.11.3 of this Standard, between the Operators, the Billing Cycle for Interconnect Link Service will be quarterly.

6.4 NOT USED

6.5 NOT USED

6.6 HSBB NETWORK SERVICES

6.6.1 **Application:** This subsection 6.6 applies where access has been requested or is to be provided to HSBB Network Services.

6.6.2 **Forms of HSBB Network Services:** There are two (2) forms of HSBB Network Services:

(a) Layer 2 HSBB Network Service~~s with QoS~~; and

(b) Layer 3 HSBB Network Service.

The Access Provider shall clarify in their RAO whether the Access Provider offers the Layer 2 HSBB Network Service~~s with QoS~~ and/or the Layer 3 HSBB Network Service in respect of the premises, street, exchange area or part thereof.

6.6.3 **Forecasts:** For the purposes of subsection 5.6.6 of this Standard, an Access Provider shall only request Forecasts where:

(a) the maximum period of time covered by Forecasts regarding HSBB Network Services is three (3) years which will be non-binding in accordance with subsection 5.6.5 unless confirmed by the Access Seeker in accordance with subsection 5.6.3;

(b) the minimum intervals or units of time to be used in Forecasts regarding HSBB Network Services is three (3) months; and

(c) the maximum frequency to update or to make further Forecasts regarding HSBB Network Services is once every three (3) months.

6.6.4 **Acknowledgement of receipt:** For the purposes of subsection 5.7.5 of this Standard, an Access Provider shall acknowledge receipt of each Order for a HSBB Network Service within one (1) Business Day.

6.6.5 **Commencement and completion of post-Order Service Qualifications:** For the purposes of subsection 5.7.9 of this Standard, the Access Provider shall commence a Service Qualification on the date of issuing a Notice of Receipt and complete and notify the Access Seeker of the result of any post-Order Service Qualification within the shorter of:

(a) five (5) Business Days after the commencement of the post-Order Service Qualification; and

(b) the time within which the Access Provider performs and notifies the result of an equivalent post-Order Service Qualification undertaken for itself.

In addition to subsection 5.7.8 of this Standard, the Access Provider shall only require post-Order Service Qualification to be requested in respect of a serviceable address that is not connected to the HSBB Network Services.

6.6.6 **Time for acceptance or rejection:** Subject to any shorter timeframe required under subsection 5.7.12 of this Standard, an Access Provider must notify an Access Seeker that an Order for a HSBB Network Service is accepted or rejected within one (1) Business Day after:

(a) issuing the Notice of Receipt in respect of the Order, where the Access Provider did not undertake any post-Order Service Qualification for that Order under subsection 5.7.8 of this Standard; or

(b) providing the Access Seeker with the result of post-Order Service Qualification under subsection 5.7.9 of this Standard, where the Access Provider has undertaken post-Order Service Qualification for that Order under subsection 5.7.8 of this Standard.

6.6.7 **Indicative activation timeframe:** For the purposes of paragraph 5.7.13(a)(i) of this Standard, the indicative activation timeframe for HSBB Network Services is:

(a) in respect of a serviceable address that is connected to the HSBB Network, five (5) Business Days including the date of the Broadband Termination Unit ("**BTU**") installation appointment (whether or not a BTU has been installed at such premises as at the date of the relevant Notice of Acceptance); or

(b) otherwise, up to fourteen (14) Business Days including the date of the BTU installation appointment and the successful BTU installation.

The Access Provider will perform activations, and must ensure it has sufficient BTU stock to perform activations, within the shorter of the timeframe specified in this subsection 6.6.7, the time within which the Access Provider performs

activations for itself and the time which would permit the Access Seeker or a downstream operator to comply with the Commission Determination on the Mandatory Standards for Quality of Service (Customer Service), Determination No. 4 of 2021 including such modification or variation as may be determined by the Commission from time to time. For clarification, the indicative activation timeframe in this subsection 6.6.7 commences from the Notice of Acceptance or confirmation of the Order (as applicable) in accordance with subsection 5.7.14 of this Standard.

6.6.8 **Billing Cycle:** For the purposes of subsection 5.11.3 of this Standard, between the Operators, the Billing Cycle for HSBB Network Services will be monthly.

6.6.9 **Portal information:** Each Access Provider must make available, through an interactive self-service portal in accordance with subsections 6.6.13 and 6.6.14 of this Standard, access to a mechanism which allows Access Seekers to query:

(a) whether:

(i) a premises is on a street which is connected to a HSBB Network and where a BTU is installed;

(ii) a premises is on a street which is connected to the HSBB Network, but where a BTU is not installed; or

(iii) a premises is in an exchange service area or part of an exchange service area (if applicable) in which the Access Provider has a HSBB Network;

(b) the maximum bit rate at which the Access Provider offers the HSBB Network Service (subject to any necessary provisos or qualifications related to technology or network facility limitations);

(c) information and parameters concerning service restoration including, without limitation, throughput achieved at the service boundaries of the HSBB Network Service, equivalent to that which the Access Provider provides to itself; and

(d) the availability of BTU ports, on a premises-by-premises basis.

The Access Provider shall ensure that the information specified in subsections 6.6.9 and 6.6.10 of this Standard is accurate and made available as soon as the Access Provider makes that information available to itself and in any case, on and from the date of inclusion of the premises or exchange service area (or part thereof) in the implementation ~~and migration~~ plan or any subsequent updates. The Access Provider shall pay to an Access Seeker on request, a rebate of RM 44.75, or such other amount as agreed between the parties, for each item of information that the Access Provider fails to provide, or which is inaccurate, in contravention of subsections 6.6.9 and 6.6.10 of this Standard. The Access Provider may, at its discretion, require the Access Seeker to submit a claim for such rebates, provided that:

(e) the Access Provider must not request information, evidence or other materials from the Access Seeker beyond the minimum amount that is reasonably necessary to validate the Access Seeker's claim;

(f) the Access Provider must, within such timeframes as agreed with the Access Seeker, pay any rebates validly claimed by the Access Seeker or notify the Access Seeker that some or all of the Access Seeker's claim is rejected; and

(g) if the Access Provider rejects a claim by an Access Seeker, the Access Provider must provide reasons for such rejection.

6.6.10 **Implementation ~~and migration~~ plan:** The Access Provider shall maintain and provide to the Access Seeker on a monthly basis or other timeframe as mutually agreed, in accordance with subsections 6.6.13 and 6.6.14 of this Standard, a detailed up-to-date implementation plan that provides its procedures and timing for the HSBB Network Services that includes:

(a) the implementation plan covering a total period of time for which the Access Provider has any internal rollout plans;

~~(b) the migration from copper to fibre at all existing nodes by location;~~

(c) the construction of new nodes by location;

(d) notification processes to Customers and Access Seekers for ~~such migration~~ the rollout of HSBB Network Services and the minimum notice periods to be provided;

(e) the exchange buildings and other Access Provider premises at which Access Seekers may establish a POI to acquire the HSBB Network Services;

(f) ordering and provisioning procedures for HSBB Network Services including the applicable terms and conditions; and

(g) the total number of available BTU ports, on a premises-by-premises basis subject to reasonable justification provided by the Access Seeker on a case-by-case basis.

The Access Provider shall manage the implementation plan in a non-discriminatory manner. This includes giving the same information and priority to Access Seekers as it gives to itself in the handling of ~~the migration or~~ orders for HSBB Network Services. The information provided to Access Seekers must allow Access Seekers to:

(h) market HSBB Network-based retail services to Customers and potential Customers;

(i) compete for the delivery of HSBB Network-based retail services to Customers and potential Customers; and

(j) order HSBB Network Services in order to deliver HSBB Network-based retail services to Customers and potential Customers,

on the same basis as the Access Provider ~~(including with regard to Customers and potential Customers who are at the time acquiring retail services to which any copper-based services are an input).~~

6.6.11 **Availability to Access Seeker:** The implementation ~~and migration~~ plan specified in subsection 6.6.10 of this Standard shall be made available in electronic form to any Access Seeker on request.

6.6.12 Not used.

6.6.13 **Service fulfilment timeline:** An Access Provider shall comply with the following service fulfilment timelines and obligations for the HSBB Network Services:

Parameters	Timelines and obligations
Service Gateway ("SG") configuration	The SG configuration shall be performed and completed by the Access Provider within fourteen (14) Business Days for existing node, commencing from the date on which connectivity to the Access Seeker's equipment has been established. The relevant timeframe for new nodes is to be mutually agreed between the Access Provider and the Access Seeker.
Service availability check	• The Access Provider shall enable the Access Seeker to check whether a premises or exchange service area (or part thereof) is serviceable by the HSBB Network Services via an interactive self-service portal in accordance with subsection 6.6.9 of this Standard. • The Access Provider shall provide the Access Seeker with access to the interactive self-service portal upon establishment of the SG and service acceptance handover. • The Access Seeker may request an appointment in an available appointment slot for a BTU installation in respect of a premises that is serviceable by the HSBB Network Services. • Where information about a premises or exchange service area (or part thereof) is not available through the interactive self-service portal, the Access Seeker shall submit a demand request through a Customer Demand List.
BTU installation appointment	The Access Provider shall provide the available time slot for the Access Seeker to schedule the installation appointment with the Customer within five (5) Business Days from the date of Order created or submitted by the Access Seeker in the portal. BTU installation appointments to be confirmed within one (1) Business Day of the Access Seeker requesting an appointment in an available appointment slot.

Parameters	Timelines and obligations
BTU installation	• Fifty percent (50%) of BTU installations per month to be completed within four (4) hours from the agreed installation time. • Eighty percent (80%) of BTU installations per month to be completed within six (6) hours from the agreed installation time. • One hundred percent (100%) of BTU installations per month to be completed within eight (8) hours from the agreed installation time.
Return Order management	For any faulty or incomplete BTU installations, the Access Provider shall resolve the problem and complete the installation within five (5) Business Days of Access Seeker's notification unless the installation was faulty or incomplete for reasons outside the Access Provider's reasonable control. In case where new infrastructure is required, Access Provider shall resolve the issue and complete the installation within fourteen (14) Business Days of Access Seeker's notification excluding cases where significant infrastructure deployment is required as listed under subsection 6.6.7.
SG upgrade/ downgrade	Within five (5) Business Days from the date that the Access Seeker's request is received if the HSBB Network has sufficient capacity to support the request (otherwise a notification of rejection on the basis of insufficient capacity will be provided to the Access Seeker and the Commission within one (1) Business Day of such request).
BTU upgrade/ downgrade	Within two (2) Business Days from the date that the Access Seeker's request is received if the HSBB Network has sufficient capacity to support the request (otherwise a notification of rejection on the basis of insufficient capacity will be provided to the Access Seeker and the Commission within one (1) Business Day of such request).
Single truck roll	The Access Provider shall enable the Access Seeker to request a single truck roll for the performance by the Access Provider of service fulfilment activities where it is reasonably practicable to do so (for example, enabling the Access Seeker to request that the Access Provider perform only a single truck roll in respect of BTU installations at two or more premises in close proximity to each other).

6.6.14 **Service assurance timeline:** An Access Provider shall comply with the following service assurance timelines and obligations for the HSBB Network Services:

Parameters	Timelines and obligations
Mean time to restore for fault due to infrastructure from SG to BTU	As required to permit the Access Seeker or a downstream operator to comply with the Commission Determination on the Mandatory Standards for Quality of Service (Customer Service), Determination No. 4 of 2021 including such modification or variation as may be determined by the Commission from time to time.
A complete failure of network elements and causing all services to be totally disrupted	As required to permit the Access Seeker or a downstream operator to comply with the Commission Determination on the Mandatory Standards for Quality of Service (Customer Service), Determination No. 4 of 2021 including such modification or variation as may be determined by the Commission from time to time.
Any fault relating to breakdown of passive fibre	As required to permit the Access Seeker or a downstream operator to comply with the Commission Determination on the Mandatory Standards for Quality of Service (Customer Service), Determination No. 4 of 2021 including such modification or variation as may be determined by the Commission from time to time.
On-site support	The Access Provider shall provide on-site support during Business Days.
Appointment for service restoration	The Access Provider shall provide an interactive service assurance portal, in accordance with subsection 6.6.9 of this Standard, to the Access Seeker which shall include the following functionality: • a common ticketing system to log, review and generate reports and progress updates; and • a common slotting system to enable the Access Seeker to view and book available appointment slots. The Access Provider shall use all reasonable endeavours to provide an appointment slot to the Access Seeker at the earliest possible time.

Parameters	Timelines and obligations
Throughput	As required to permit the Access Seeker or a downstream operator to comply with the Commission Determination on the Mandatory Standards for Quality of Service (Wired Broadband Access Service), Determination No. 1 of 2021 including such modification or variation as may be determined by the Commission from time to time.
Network Latency (Layer 2 HSBB Network Service ~~with QoS~~ only)	As required to permit the Access Seeker or a downstream operator to comply with the Commission Determination on the Mandatory Standards for Quality of Service (Wired Broadband Access Service), Determination No. 1 of 2021 including such modification or variation as may be determined by the Commission from time to time.
Packet Loss and Jitter	As required to permit the Access Seeker or a downstream operator to comply with the Commission Determination on the Mandatory Standards for Quality of Service (Wired Broadband Access Service), Determination No. 1 of 2021 including such modification or variation as may be determined by the Commission from time to time.
Network utilisation and performance	The Access Provider shall provide to the Access Seeker, through an interactive service assurance portal that is in accordance with subsection 6.6.9 of this Standard, a network utilisation and performance report at intervals of no greater than one (1) month.
Portal availability	The interactive service assurance portal shall: • operate with a service uptime of at least 99.9% including 8am to 10pm, seven days a week measured monthly; and • include all backend databases and systems.

6.6.15 **QinQ implementation:** An Access Provider shall provide the QinQ implementation to the Access Seeker to allow the Access Seeker freedom in choosing their VLAN identifiers. The QinQ features include:

(a) providing a simple layer 2 virtual private network tunnel for the end user;

(b) shielding the VLAN identifier of the end user, so as to save the public network VLAN identifier resource of the Access Seeker; and

(c) enabling the Access Seeker to plan their private network VLAN identifier to avoid any conflict with the Access Provider and other operators' VLAN identifiers and to ensure that the Access Seeker's VLANs are not fully visible to the Access Provider.

6.6.16 **Reporting:**

(a) As required under paragraph 5.3.12(l) of this Standard, an Access Provider shall notify the Commission in writing of:

(i) the locations at which the Access Provider offers for supply any services over the HSBB Network including to its own end user customers, together with the network types (e.g. fibre to the node or fibre to the home) which form the basis of the offer for supply at each location;

(ii) the locations at which the Access Provider supplies HSBB Network Services, together with the type of HSBB Network Service**s** supplied at each location (being the Layer 2 HSBB Network Service ~~with QoS~~ or the Layer 3 HSBB Network Service);

(iii) the locations at which the Access Provider supplies an alternative commercially negotiated service to another Operator using the HSBB Network and any details of each such commercially negotiated service which may be requested by the Commission from time to time;

(iv) each Class of Service or QoS Class (as applicable); and

(v) each bit rate offered in respect of each HSBB Network Service.

(b) An Access Provider must, by the day that is on or about twenty (20) Business Days after the end of a calendar quarter (or such other period agreed with Access Seekers), provide to Access Seekers a report at no additional charge on the Access Provider's performance in each month of that quarter, against key operational metrics as specified in the Commission Determinations on the Mandatory Standards for Quality of Service (~~Wireless~~ Wired Broadband Access Services), Determination No.1 of 2021 and Mandatory Standards of Quality of Service (Customer Service), Determination No.4 of 2021, in respect of services supplied

by the Access Provider over the HSBB Network, including, without limitation:

(i) network utilisation including optical line terminal backhaul utilisation and the area the optical line terminal is serving;

(ii) throughput;

(iii) latency;

(iv) packet loss;

(v) service fulfilment; and

(vi) service assurance.

6.6.17 **Equivalence of Inputs:** An Access Provider must:

(a) provide HSBB Network Services on an Equivalence of Inputs basis to Access Seekers, including the product, speed tiers, speed, price, timeframes, service level performance and terms and conditions that are equivalent to what it provides to itself;

(b) provide access to Operational Support Systems for HSBB Network Services to itself and to Access Seekers using the same systems and processes (including for billing, information management, service fulfilment, service assurance and network performance); and

(c) ensure that Access Seekers are able to use the HSBB Network Services, the OSS, the systems and processes that are used by the Access Provider in the same way and with the same degree of reliability, performance, accuracy and up-to-date information as it provides to itself, including by means of API integration if requested by an Access Seeker.

6.6.18 **Modularity:** An Access Provider must provide HSBB Network Service on a modular and unbundled basis so that the Access Seeker does not have to acquire network components, Facilities and/or Services that are not required for HSBB Network Services to be provided.

6.6.19 **Churn Obligations:** The following obligations apply in relation to a Churn:

(a) The Releasing Service Provider and Access Service Provider must not object to, impose any conditions on any party, or take any other steps, that have the effect of delaying or impeding, the implementation of a valid Churn request by a Gaining Service Provider, including:

(i) imposing any conditions requiring the Customer of the Releasing Service Provider to visit any physical location to facilitate a Churn; or

(ii) denying the Customer of the Releasing Service Provider a reasonable opportunity to contact the Releasing Service Provider to confirm the Churn (which contact may include but not be limited to the Customer calling the Releasing Service Provider or visiting a physical location of the Releasing Service Provider).

(b) Within four (4) Business Days of the date of receipt of the Gaining Service Provider's Transfer Request:

(i) the Releasing Service Provider must either:

A. approve the Transfer Request and request the Access Service Provider to implement the Churn; or

B. notify the Gaining Service Provider that the Transfer Request is invalid or incomplete, in which case paragraph 6.6.19(c) shall apply; and

(ii) the Access Service Provider must, upon approval of the Transfer Request, reserve an available BTU port for the Gaining Service Provider to be used solely in connection with the Churn.

A Releasing Service Provider may only notify the Gaining Service Provider that a Transfer Request is invalid or incomplete:

(iii) if the Customer has an outstanding payment obligation to the Releasing Service Provider that has not been settled by the last day on which the Releasing Service Provider may make a notification under paragraph 6.6.19(b)(i)B;

(iv) if the Customer is within a fixed contract period with the Releasing Service Provider for the service to which the Churn relates and has not paid the applicable early termination fee by the last day on which the Releasing Service Provider may make a notification under paragraph 6.6.19(b)(i)B;

(v) if the Customer has not confirmed the Churn by the last day on which the Releasing Service Provider may make a notification under paragraph 6.6.19(b)(i)B, despite being provided a reasonable opportunity to do so; or

(vi) in any other circumstances mutually agreed between the Releasing Service Provider and the Gaining Service Provider.

(c) If a notification is made under paragraph 6.6.19(b)(i)B of this Standard, the Releasing Service Provider must provide the Gaining Service Provider with evidence upon which the notification is based. In such circumstances, the Releasing Service Provider and the Gaining Service Provider must take immediate action to rectify the invalid Churn in accordance with the Customer's wishes. If the Customer wishes to proceed with the transfer to the Gaining Service Provider, and the Gaining Service Provider provides the Releasing Service Provider with a Transfer Form, the Transfer Request must be provided to the Access Service Provider immediately;

(d) Upon receipt of a notice under paragraph 6.6.19(b)(i)A above, the Access Service Provider must promptly, and in any event within one (1) day of such receipt, request the Gaining Service Provider to reserve an available appointment slot for activation of the relevant service;

(e) The Gaining Service Provider must, within one (1) day of receiving a notice under paragraph 6.6.19(c) above, submit with the Access Service Provider an Order for, and book an available appointment slot for activation of, the relevant service;

(f) Each party shall use its best endeavours to ensure that the relevant Churn is implemented, and the relevant service activated, within seven (7) Business Days from the date of the Gaining Service Provider's first valid Transfer Request. This excludes situations such as deferment from customer request and return Order due to faulty BTU port;

(g) Unless otherwise specifically provided in this Standard, the Access Service Provider and the Releasing Service Provider must not use information disclosed for the purposes of a Churn (including information contained in a Transfer Request or a Transfer Form) for other purposes. In particular, the Access Service Provider and the Releasing Service Provider must handle information disclosed for the purposes of a Churn as Confidential Information of the Gaining Service Provider, and must not use such information in connection with marketing to, or offering services to, a Customer;

(h) If a Service is subject to a Churn, a Releasing Service Provider or an Access Service Provider (acting as an Access Provider for the purposes of this Standard) must not refuse an Access Request (under subsection 5.4.10 of this Standard) on the ground that the Releasing Service Provider is currently using the Service specified in the Access Request; and

(i) If, in respect of a Churn, the Releasing Service Provider and Access Service Provider are the same person, any acts required under this subsection 6.6.19 as between the Releasing Service Provider and Access Service Provider shall be deemed to occur instantaneously.

6.6.20 **Customer Demand List**: The following process shall apply to the submission of Customer Demand Lists by an Access Seeker:

(a) The Access Provider must permit (but must not require) the Access Seeker to submit Customer Demand Lists on a daily basis;

(b) The Access Provider must provide an acknowledgement to the Access Seeker of its receipt of each Customer Demand List within one (1) Business Day of such receipt;

(c) The Access Provider shall inform the Access Seeker, within three (3) Business Days of an Access Seeker's request, whether the premises or exchange service area (or part thereof) is serviceable by the HSBB Network Services;

(d) If the relevant premises or exchange service area (or part thereof) is not serviceable by the HSBB Network Services, the Access Provider must provide to the Access Seeker information regarding the Access Provider's plan for servicing that premises, including an indicative

timeframe for service availability subject to submission of relevant demand forecast by Access Seeker and where information is available;

(e) The Access Provider must investigate and resolve any issues identified in the Customer Demand List within three (3) Business Days of its receipt (for example, by availing or augmenting any ports identified as being full, or updating its records to correct instances of missing address information);

(f) The Access Provider must permit the Access Seeker to submit Customer Demand Lists through an interactive self-service portal if requested by an Access Seeker;

(g) The Access Provider must treat the Customer Demand List as the Confidential Information of the Access Seeker and must not use the Customer Demand List for any purpose other than as described in ~~subsection~~ paragraph 6.6.20(e) of this Standard. For clarity, the Access Provider must not use the Customer Demand List to contact any Customers identified therein or in connection with any of the Access Provider's marketing and promotional activities;

(h) The Access Provider must permit Access Seekers to make one change per Customer on the Customer Demand List without penalty;

(i) The Access Provider must not object to, impose any conditions on any party, or take any other steps, that have the effect of delaying or impeding, the request to cancel or amend a Customer Demand List;

(j) The Access Provider must provide the Access Seeker with all assistance reasonably required by the Access Seeker to facilitate a request to cancel or amend a Customer Demand List; and

(k) Upon an Access Seeker's request to cancel or amend a Customer Demand List, each Party must ensure that such cancellation is implemented promptly and without delay.

6.6.21 **BTU installation appointments:** Access Seekers shall book an BTU installation appointment within thirty (30) calendar days upon notification of appointment slots being made available in the interactive portal of the Access Provider.

6.6.22 **Point of Interconnection for HSBB Network Services**: The Access Provider shall not impose unreasonable requirements to the Access Seeker to establish their POI at each local area or optical line terminal, or to interconnect at a minimum number of optical line terminals, for the purpose of access to the HSBB Network Services provided by the Access Provider. The maximum number of POIs that the Access Provider is allowed to require the Access Seeker to establish for the purpose of access to the HSBB Network Services provided by the Access Provider is two (2) POIs for each Closed Number Area.

6.6.23 **Rebates:** The Access Provider shall comply with the KPIs, SLAs and other deliverables in this subsection 6.6 including for Service Activation Timeframe, Service Fulfilment Timeline and Service Assurance Timeline. The Access Provider shall pay to an Access Seeker a compensation amount mutually agreed between the Access Seeker and the Access Provider for the noncompliance of any of the KPIs, SLAs and other deliverables under this subsection 6.6.

6.7 TRANSMISSION SERVICES

6.7.1 **Application:** This subsection 6.7 ~~0~~ applies where access to a Transmission Service has been requested or is to be provided.

6.7.2 **Forecasts:** For the purposes of subsection 5.6.6 of this Standard, an Access Provider shall only request Forecasts where:

(a) the maximum period of time covered by Forecasts regarding Transmission Services is one (1) year;

(b) the minimum intervals or units of time to be used in Forecasts regarding Transmission Services is one (1) year; and

(c) the maximum frequency to update or to make further Forecasts regarding Transmission Services is once a year.

6.7.3 **Acknowledgement of receipt:** For the purposes of subsection 5.7.5 of this Standard, an Access Provider shall acknowledge receipt of each Order for a Transmission Service within two (2) Business Days. For clarification, an Access Provider may acknowledge receipt of Orders in batches of no more than twenty (20) Orders per batch.

6.7.4 **Time for acceptance or rejection:** Subject to any shorter timeframe required under subsection 5.7.12 of this Standard, an Access Provider must notify an Access Seeker that an Order for a Transmission Service is accepted or rejected within ten (10) Business Days after:

(a) issuing the Notice of Receipt in respect of the Order, where the Access Provider did not undertake any post-Order Service Qualification for that Order under subsection 5.7.8 of this Standard; or

(b) providing the Access Seeker with the result of post-Order Service Qualification under subsection 5.7.9 of this Standard, where the Access Provider has undertaken post-Order Service Qualification for that Order under subsection 5.7.8 of this Standard.

6.7.5 **Indicative delivery timeframe:** For the purposes of paragraph 5.7.13(a)(i) of this Standard, and unless otherwise agreed between the Access Provider and Access Seeker having regard to the volume of the relevant Order(s), the indicative delivery timeframe for Transmission Services is:

(a) if no new network facilities are required to supply the Transmission Services, twenty (20) Business Days for Urban Areas, thirty (30) Business Days for non-urban areas and mutually agreed upon timeline between Access Seeker and Access Provider for geographically difficult regions (like unpaved roads, hills, and remote islands); or

(b) if new network facilities are required to supply the Transmission Services, sixty (60) Business Days for Urban Areas, ninety (90) Business Days for non-urban areas and mutually agreed upon timeline between Access Seeker and Access Provider for geographically difficult regions (like unpaved roads, hills, and remote islands).

~~For clarification, t~~ The indicative delivery timeframe in:

(c) ~~this subsection 6.7.5~~ paragraph 6.7.5(a) commences from the Notice of Acceptance or confirmation of the Order (as applicable) in accordance with subsection 5.7.14 of this Standard; and

(d) paragraph 6.7.5(b) commences from the date that Access Provider has obtained all necessary permits and approvals in relation to the new network facilities, subject to Access Provider using its best endeavours to apply for and obtain all such permits and approvals in a timely manner.

6.7.6 **Billing Cycle:** For the purposes of subsection 5.11.3 of this Standard, between the Operators, the Billing Cycle for Transmission Services will be quarterly.

6.7.7 **Reporting:** As required under paragraph 5.3.12(l) of this Standard, an Access Provider shall notify the Commission in writing, in respect of each type of Transmission Service (i.e. any Trunk Transmission Service, Wholesale Local Leased Circuit Service or End-to-End Transmission Service) offered or supplied by the Access Provider, details of:

(a) each technically feasible network point at which a Transmission Service is offered and supplied (and, in the case of supply, the Access Seekers to whom the Transmission Services are supplied at those points);

(b) each network interface through which a Transmission Service is offered and supplied (and, in the case of supply, the Access Seekers to whom the Transmission Services are supplied using those interfaces);

(c) each bit rate at which a Transmission Service is offered and supplied (and, in the case of supply, the Access Seekers to whom the Transmission Services are supplied at those bit rates); and

(d) whether the Transmission Service is supplied in conjunction with any other Facility and/or Service.

6.7.8 **No bundling:** An Access Provider shall not require an Access Seeker to purchase a Transmission Service together with any other Transmission Service. For example, an Access Provider shall not require an Access Seeker to purchase a Trunk Transmission Service between a pair of technically feasible network transmission points with another Trunk Transmission Service between another pair of technically feasible network transmission points.

6.7.9 **Quality of service:** An Access Provider shall provide access to the Trunk Transmission Service and End-to-End Transmission Service to Access Seekers in accordance with the quality of service parameters set out in the table below, and otherwise on an equivalent basis as it provides for itself:

Parameter	**Threshold %**
Network availability	Between 99.90% and 99.992%, whether per month or otherwise ~~≥ 99.99%~~
Latency (Intra-region): • within Peninsular Malaysia • within Sabah • within Sarawak	~~Between >1ms and~~ <40ms
Latency (Inter-region) • between Peninsular Malaysia and Sabah • between Peninsular Malaysia and Sarawak • between Sabah and Sarawak	≥ 40ms

6.7.10 **Rebate**: An Access Provider shall discuss and negotiate with the Access Seeker in good faith the provision of a rebate in respect of each Billing Cycle in which the service level availability of any Transmission Service provided by the Access Provider does not meet ~~the relevant service level availability specified in the Commission Determination on the Mandatory Standards for Quality of Service (Digital Leased Line Service), Determination No.3 of 2009 or~~ the service level availability mutually agreed between the Access Seeker and the Access Provider, ~~including such modification or variation and any other mandatory standards that may be determined by the Commission from time to time,~~ other than to the extent to which such non-compliance arises due to:

(a) any act or omission of the Access Seeker other than in accordance with the directions of the Access Provider; or

(b) Force Majeure. ~~; or~~

~~(c) any other excluded reason specified in that Determination.~~

6.7.11 **Amount of rebate:** The amount of any rebate for the purposes of subsection 6.7.10 shall, at a minimum, reflect:

(a) the reduced costs that would have been incurred by the Access Seeker in acquiring the relevant Transmission Service with a service level availability equivalent to that provided by the Access Provider; and

(b) any other diminution in value (including any rebates paid by the Access Seeker) in the Transmission Service provided to the Access Seeker due to the Access Provider's failure to comply with the service level availability ~~required under the Commission Determination on the Mandatory Standards for Quality of Service (Digital Leased Line Service), Determination No.3 of 2009, including such modification or variation and any other mandatory standards that may be determined by the Commission from time to time~~ mutually agreed between the Access Seeker and the Access Provider.

The maximum cap on the rebate amount offered shall be a sum mutually agreed upon between the Access Provider and Access Seeker.

6.7.12 **Equivalence of Inputs:** An Access Provider must provide Transmission Services on an Equivalence of Inputs basis to Access Seekers, including the

product, speed tiers, speed, price, timeframes, service level performance and terms and conditions that are equivalent to what it provides to itself and/or another Access Seeker.

6.8 INFRASTRUCTURE SHARING

6.8.1 **Application:** This subsection 6.8 applies where Infrastructure Sharing has been requested or is to be provided.

6.8.2 **Forecasts:** For the purposes of subsection 5.6.6 of this Standard, an Access Provider shall only request Forecasts where:

(a) the maximum period of time covered by Forecasts regarding Infrastructure Sharing is one (1) year;

(b) the minimum intervals or units of time to be used in Forecasts regarding Infrastructure Sharing is one (1) year; and

(c) the maximum frequency to update or to make further Forecasts regarding Infrastructure Sharing is once a year.

6.8.3 **Acknowledgement of receipt:** For the purposes of subsection 5.7.5 of this Standard, an Access Provider shall acknowledge receipt of each Order for Infrastructure Sharing within two (2) Business Days.

6.8.4 **Time for acceptance or rejection:** Subject to any shorter timeframe required under subsection 5.7.12 of this Standard, an Access Provider must notify an Access Seeker that an Order for Infrastructure Sharing is accepted or rejected within ten (10) Business Days after:

(a) issuing the Notice of Receipt in respect of the Order, where the Access Provider did not undertake any post-Order Service Qualification for that Order under subsection 5.7.8 of this Standard; or

(b) providing the Access Seeker with the result of post-Order Service Qualification under subsection 5.7.9 of this Standard, where the Access Provider has undertaken post-Order Service Qualification for that Order under subsection 5.7.8 of this Standard.

6.8.5 **Indicative delivery timeframe:** For the purposes of paragraph 5.7.13(a)(i) of this Standard, the indicative delivery timeframe for Infrastructure Sharing is:

(a) for ground-based towers and new sites, ninety (90) Business Days; ~~and~~

~~(b) for Common Antenna Systems in High Priority Areas:~~

~~(i) which are existing Common Antenna Systems, forty (40) Business Days; and~~

~~(ii) which are new Common Antenna Systems, one hundred and twenty (120) Business Days;~~

(c) for poles used for mobile network equipment ~~fixed telecommunications poles~~, ten (10) Business Days; and

(d) for all other structures (including street furniture), forty (40) Business Days.

~~For clarification, t~~ The indicative delivery timeframe in this subsection 6.8.5 commences:

(e) where Access Provider requires one or more new permits or approvals from a government authority or other third-party to provide Infrastructure Sharing, from the date that Access Provider has obtained all such permits and approvals, subject to Access Provider using its best endeavours to apply for and obtain all such permits and approvals in a timely manner; and

(f) in all other circumstances, from the Notice of Acceptance or confirmation of the Order (as applicable) in accordance with subsection 5.7.14 of this Standard. The Access Provider shall provide progress updates of the site delivery to an Access Seeker on a monthly basis.

6.8.6 **Billing Cycle:** For the purposes of subsection 5.11.3 of this Standard, between the Operators, the Billing Cycle for Infrastructure Sharing will be one (1) year in advance for the first year and monthly (or such other mutually agreed period) in advance for subsequent years.

6.8.7 **Physical access:** Where required to fulfil an Order for Infrastructure Sharing or for the Access Seeker to perform operations or maintenance activities, an Access Provider shall allow an Access Seeker, its nominated employees and/or contractors to physically access the Access Provider's network facilities and the Access Seeker's Equipment, and to have physical control over the Access Seeker's Equipment located at such network facilities, at equivalent

times and in accordance with equivalent processes and procedures as are applicable to itself.

6.8.8 **Nominated personnel:** The employees and/or contractors nominated by the Access Seeker under subsections 6.8.7, 6.8.9 and 6.8.10 of this Standard will be reasonable, having regard to:

(a) the position of each person and the number of persons nominated; and

(b) the position of each of the Access Provider's own personnel and the number of the Access Provider's personnel to which the Access Provider provides physical access to such network facilities.

6.8.9 **Escorts:** An Access Provider is only permitted to require an escort to be present when nominated employees and/or contractors of the Access Seeker wish to enter into the Access Provider's property if the Access Provider requires an escort for its own ~~employees or~~ contractors in the same circumstances. If an Access Provider determines that it is necessary to have an escort present when the nominated employees and/or contractors of the Access Seeker wish to enter into the Access Provider's property, the Access Provider shall:

(a) bear the costs of such escort service;

(b) subject to paragraph 6.8.9(d) of this Standard, provide immediate physical access to the Access Seeker for emergency maintenance requests, twenty-four (24) hours a day, seven (7) days a week;

(c) subject to paragraph 6.8.9(d) of this Standard, provide physical access at the time requested by an Access Seeker for planned maintenance requests on the shorter of:

(i) two (2) Business Days' notice for manned sites and five (5) Business Days' notice for unmanned sites; and

(ii) the period of notice which it requires from itself when providing itself with physical access for planned maintenance;

(d) for both planned and emergency maintenance requests at unmanned sites only, have its escort arrive within the shorter of:

(i) thirty (30) minutes of time required by the Access Seeker pursuant to paragraph 6.8.9(b) or 6.8.9(c) of this Standard (as applicable) plus a reasonable window to allow for travel time (which must be estimated in an operations and maintenance manual given to the Access Seeker, or estimated at the time of responding to the Access Seeker's physical access request); and

(ii) the period of time it requires for its escorts to arrive for planned and emergency maintenance at unmanned sites.

6.8.10 **Absence of escort:** For the purposes of subsection 6.8.7 of this Standard, if an escort does not arrive at the Access Provider's property within the timeframe specified in subsection 6.8.9, the Access Seeker's nominated employees and/or contractors may proceed to enter the Access Provider's property without an escort.

6.8.11 **Site register:** The Access Seeker must establish and maintain a register of all persons who visit the Access Provider's property on the Access Seeker's behalf, which must be made available for inspection by the Access Provider, upon request.

6.8.12 **Utilities and ancillary services:** The Access Provider must, where the relevant utilities and ancillary services are within the Access Provider's control, ensure that all necessary utilities and ancillary services are provided to enable the Access Seeker to benefit from such access to the same extent that the Access Provider provides to itself, including but not limited to:

(a) access to roads;

(b) access to land;

(c) power, including the provision of back-up power, subject to mutual agreement between the Access Seeker and the Access Provider;

(d) environmental services (including but not limited to heat, light, ventilation and air-conditioning, fire protection);

(e) security, taking care to ensure that its agents, representatives or sub-contractors do not damage any Equipment, and keeping the location secure and protected from vandalism or theft; and

(f) site maintenance.

6.8.13 **Cost:** The utility and ancillary costs in respect of the network facilities provided by the Access Provider to the Access Seeker as contemplated in subsection 6.8.12 of this Standard shall be apportioned (in accordance with the cost causation principle and fair and equitable principles) and mutually agreed between the Access Provider and all Access Seekers at the relevant location.

6.8.14 Not used. ~~**Augmentation of Common Antenna Systems:** The Access Provider shall use all reasonable endeavours to augment in-building Common Antenna Systems to the extent required to enable the Access Provider to supply access to such in-building Common Antenna Systems on request by an Access Seeker.~~

6.8.15 **Reporting:** As required under paragraph 5.3.12(l) of this Standard, the Access Provider shall notify the Commission in writing of any specified network facilities (as that term is used in the description of the Infrastructure Sharing Service) that support, or have the capability to support, the installation of mobile network equipment along, or in close proximity to:

(a) a street;

(b) a road;

(c) a path;

(d) a railway corridor;

(e) a park; or

(f) such other outdoor area that may be accessed by members of the public,

including but not limited to billboards, public transit shelters, poles, traffic light poles, bridges, and road gantries.

6.8.16 **Maintenance and rectification:** An Access Provider shall:

(a) ensure that it maintains in reasonable working condition all ~~fixed telecommunications poles~~ poles used for mobile network equipment which comprise specified network facilities (as that term is used in the description of the Infrastructure Sharing Service), subject to paragraph 6.8.16(b); and

(b) on notice by an Access Seeker, or upon otherwise becoming aware, that any ~~fixed telecommunications pole~~ pole used for mobile network equipment does not comply with paragraph 6.8.16(a), perform within forty (40) Business Days such activities as required to rectify such non-compliance.

6.8.17 **Service Assurance Targets for Infrastructure Sharing ~~Target~~:**

Severity	Service Definition	Fault Type (including but not limited)	Response Time	Progress Update Frequency	Temporary Restoration Time	Rectification Time	Incident Report (RCA) Issuance
Level 1	Hub Sites *(a site with more than 5 child sites)*	• Outage caused by fault of AC power supply system owned by Access Provider • Outage caused by power issue at landlord/building • Outage caused by CME issues • Outage due to flooding	1 hour	Every 1 hour	4 hours	48 hours	48 hours
Level 2	End Sites *(Site that is not a Hub Site)*	• Outage caused by fault of AC power supply system owned by Access Provider • Outage caused by power issue at landlord/building • Outage caused by CME issues • Outage due to flooding	1 hour	Every 2 hours	4 hours	7 Business Days	5 Business Days
Level 3	No Service Affecting Fault	Issues related to power system asset belonging to Access Provider, landlord/building site access or CME issues	1 hour	Every 24 hours	24 hours	14 Business Days	N/A

(i) All faults reported shall be ascribed with a Severity Level set out above and Parties shall cooperate with one another to achieve Rectification Times based on the severity of the fault reported.

(ii) "Progress Update Frequency" means the frequency at which the Access Seeker may call the Access Provider for restoring the fault to obtain a verbal or written progress update.

(iii) "Response Time" refers to the time for the Access Provider to respond to the fault and is measured from the time the fault is reported by the Access Seeker to the Access Provider.

(iv) "Rectification Time" refers to the time for the Access Provider to rectify a fault and is determined by the period the reporting of a fault by the Access Seeker to the Access Provider and the rectification of the fault on a permanent basis.

(v) "Temporary Restoration Time" refers to the time for the Access Provider to temporarily rectify a fault and is determined by the period between the reporting of a fault by the Access Seeker to the Access Provider and the rectification of the fault on a temporary basis.

6.8.18 **Rebates:** If the Access Provider is unable to provide the Service due to negligence on its part (e.g., poorly designed structure or platform that does not function properly, the Access Provider failed to pay rental to its landlord on time, the Access Provider failed to provide site access), without limiting the Access Provider's obligation to provide any applicable rebates under subsection 5.7.33 of this Standard, affected Access Seekers are entitled to a rebate for not meeting the Service Assurance Target under subsection 6.8.17 above, which shall at a minimum reflect the rental amount paid or to be paid by the Access Seeker to the Access Provider for the period of site downtime.

6.8.19 **Grounds for refusal:** In addition to the grounds for refusal in subsection 5.4.11 of this Standard, an Access Provider may, based on reasonable safety and security reasons, refuse an Order Request to poles used for mobile network equipment ~~fixed telecommunication poles~~ that are being utilised at the time of the Access Request for critical government services, including in connection with government agencies, the military or the police.

6.8.20 **Capacity Allocation Policy:** In addition to subsection 5.7.32 of this Standard, the Access Provider's Capacity Allocation Policy for Infrastructure Sharing Services shall set out the principles to be applied on an equivalent basis between itself and other Access Seekers, where:

(a) the Access Provider has already taken steps to optimise space by using the current available technology, including removing any unused cables;

(b) the Access Provider shall determine the available space only after considering:

(i) the requirements for Infrastructure Sharing Services for the Access Provider's then existing maintenance purpose;

(ii) the reservation of the Infrastructure Sharing Service for future use by the Access Provider or another Access Seeker, applicable on an equivalent basis for six (6) months, upon receipt of an Order; and

(iii) the structural integrity of the infrastructure to safely accommodate additional capacity.~~; and~~

(c) the allocation of available space shall be:

(i) on a first-come, first-served basis;

(ii) applicable to reserved capacity that is not used by either the Access Provider or an Access Seeker within the seven (7) months from the date of the Order; and

(iii) to the extent possible, based on efficient allocation principles to minimise space wastage; and~~.~~

(d) if an Access Provider determines that space is unavailable or insufficient to fulfil an Order for Infrastructure Sharing Services, the Access Provider must provide the Access Seeker with written notice setting out:

(i) the specific basis for the space constraint, with reference to the factors in paragraph 6.8.20(b);

(ii) the steps, if any, that the Access Provider has taken or proposes to take to augment the available space; and

(iii) where the Access Provider reasonably anticipates that space will become available, an indicative timeframe within which such space is expected to become available, to the extent this can reasonably be determined at the time of notification.

6.8.21 **Notice regarding MOCN/MORAN Arrangements**: An Access Seeker must notify the Access Provider before:

(a) installing any equipment used in connection with a MOCN/MORAN Arrangement within the Access Provider's facility; or

(b) upgrading existing equipment within the Access Provider's facility for use in connection with a MOCN/MORAN Arrangement.

6.8.22 **Restriction on consent for MOCN/MORAN Arrangements:** An Access Provider of Infrastructure Sharing must not require an Access Seeker to obtain the Access Provider's consent in relation to:

(a) the Access Seeker's entry into a MOCN/MORAN Arrangement; or

(b) the Access Seeker's installation and upgrade of equipment used in connection with a MOCN/MORAN Arrangement within the Access Provider's facility, except to the extent to which the installation or upgrade of such equipment is not in compliance with any reasonable technical parameters (e.g. weight load) set by the Access Provider.

6.8.23 **Pricing principles for towers used in connection with MOCN/MORAN Arrangements:** Where an Access Provider provides Infrastructure Sharing to an Access Seeker in the form of tower access, the charges for such Infrastructure Sharing must comply with the following principles:

(a) the Access Provider must not charge an Access Seeker a higher price for Infrastructure Sharing for the sole reason that the Access Seeker's use of the tower (including the equipment installed on the tower) is in connection with a MOCN/MORAN Arrangement;

(b) if the Access Provider incurs additional costs to provide Infrastructure Sharing that are directly attributable to the Access Seeker using the

tower in connection with a MOCN/MORAN Arrangement, the Access Provider may charge the Access Seeker an additional fee that is equal to such additional costs; and

(c) if an Access Seeker's entry into a MOCN/MORAN Arrangement reduces the total number of users of a tower, the Access Provider may increase the charges for that Access Seeker (and third-parties) in accordance with the charges it would ordinarily apply for that number of users of the tower. However, any such price increase must comply with paragraph 6.8.23(a).

6.9 NETWORK CO-LOCATION SERVICE

6.9.1 **Application:** This subsection 6.9 applies where access to the Network Co-Location Service has been requested or is to be provided.

6.9.2 **Forecasts:** For the purposes of subsection 5.6.6 of this Standard, an Access Provider shall only request Forecasts where:

(a) the maximum period of time covered by Forecasts regarding Network Co-Location Service is one (1) year;

(b) the minimum intervals or units of time to be used in Forecasts regarding Network Co-Location Service is one (1) year; and

(c) the maximum frequency to update or to make further Forecasts regarding Network Co-Location Service is once a year.

6.9.3 **Acknowledgement of receipt:** For the purposes of subsection 5.7.5 of this Standard, an Access Provider shall acknowledge receipt of each Order for a Network Co-Location Service within two (2) Business Days.

6.9.4 **Time for acceptance or rejection:** Subject to any shorter timeframe required under subsection 5.7.12 of this Standard, an Access Provider must notify an Access Seeker that an Order for a Network Co-Location Service is accepted or rejected within ten (10) Business Days after:

(a) issuing the Notice of Receipt in respect of the Order, where the Access Provider did not undertake any post-Order Service Qualification for that Order under subsection 5.7.8 of this Standard; or

(b) providing the Access Seeker with the result of post-Order Service Qualification under subsection 5.7.9 of this Standard, where the Access Provider has undertaken post-Order Service Qualification for that Order under subsection 5.7.8 of this Standard.

6.9.5 **Indicative delivery timeframe:** For the purposes of paragraph 5.7.13(a)(i) of this Standard, the indicative delivery timeframe for Network Co-Location Service is twenty (20) Business Days. For clarification, the indicative delivery timeframe in this subsection 6.9.5 commences from the Notice of Acceptance or confirmation of the Order (as applicable) in accordance with subsection 5.7.14 of this Standard.

6.9.6 **Billing Cycle:** For the purposes of subsection 5.11.3 of this Standard, between the Operators, the Billing Cycle for Network Co-Location Services will be one (1) year in advance for the first year and quarterly in advance for subsequent years.

6.9.7 **Inspection:** An Access Provider shall allow nominated employees and/or contractors of a potential Access Seeker to physically inspect network facilities of the Access Provider during normal business hours provided that the Access Seeker has provided no less than five (5) Business Days' notice of its request to perform a physical inspection and details of its nominees.

6.9.8 **Physical access:** Where required to fulfil an Order for a Network Co-Location Service or for the Access Seeker to perform operations or maintenance activities, an Access Provider shall allow an Access Seeker, its nominated employees and/or contractors to physically access the Access Provider's network facilities and the Access Seeker's Equipment, and to have physical control over the Access Seeker's Equipment located at such network facilities, at equivalent times and in accordance with equivalent processes and procedures as are applicable to itself.

An Access Provider must not prevent or restrict access to any network facility or site for reasons concerning national or operational security reasons and may only apply reasonable security procedures and processes that comply with the obligations under paragraph 6.9.31(b) of this Standard.

6.9.9 **Nominated personnel:** The employees and/or contractors nominated by the Access Seeker under subsections 6.9.7, 6.9.8, 6.9.10 and 6.9.11 of this Standard will be reasonable, having regard to:

(a) the position of each person and the number of persons nominated; and

(b) the position of each of the Access Provider's own personnel and the number of the Access Provider's personnel to which the Access Provider provides physical access to such network facilities.

6.9.10 **Escorts:** An Access Provider is only permitted to require an escort to be present when nominated employees and/or contractors of the Access Seeker wish to enter into the Access Provider's property if the Access Provider requires an escort for its own ~~employees or~~ contractors in the same circumstances. If an Access Provider determines that it is necessary to have an escort present when the nominated employees and/or contractors of the

Access Seeker wish to enter into the Access Provider's property, the Access Provider shall:

(a) bear the costs of such escort service;

(b) subject to paragraph 6.9.10(d) of this Standard, provide immediate physical access to the Access Seeker for emergency maintenance requests, twenty-four (24) hours a day, seven (7) days a week;

(c) subject to paragraph 6.9.10(d) of this Standard, provide physical access at the time requested by an Access Seeker for planned maintenance requests on the shorter of:

(i) two (2) Business Days' notice for manned sites and five (5) Business Days' notice for unmanned sites; and

(ii) the period of notice which it requires from itself when providing itself with physical access for planned maintenance;

(d) for both planned and emergency maintenance requests at unmanned sites only, have its escort arrive within the shorter of:

(i) thirty (30) minutes of time required by the Access Seeker pursuant to paragraph 6.9.10(b) or 6.9.10(c) of this Standard (as applicable) plus a reasonable window to allow for travel time (which must be estimated in an operations and maintenance manual given to the Access Seeker, or estimated at the time of responding to the Access Seeker's physical access request); and

(ii) the period of time it requires for its escorts to arrive for planned and emergency maintenance at unmanned sites.

6.9.11 **Absence of escort:** For the purposes of subsection 6.9.10 of this Standard, if an escort does not arrive at the Access Provider's property within the timeframe specified in subsection 6.9.10, the Access Seeker's nominated employees and/or contractors may proceed to enter the Access Provider's property without an escort.

6.9.12 **Site register:** The Access Seeker must establish and maintain a register of all persons who visit the Access Provider's property on the Access Seeker's behalf, which must be made available for inspection by the Access Provider, upon request.

6.9.13 **Publication of co-location locations and provision of co-location by Access Provider:**

(a) Subject to subsection 6.9.31 of this Standard, each Access Provider shall publish on its publicly accessible website and keep an updated ~~a~~ list of the general locations and technically feasible points at which physical co-location is available;

(b) Subject to subsection 6.9.15 of this Standard, where required due to physical constraints, Access Providers should jointly agree with Access Seekers as to which Access Seekers should be given the right to physically co-locate at each POI and each network facility and such access shall be granted on a non-discriminatory basis; and

(c) The Access Seeker shall be granted either physical co-location, virtual co-location or in-span interconnection as requested by the Access Seeker.

6.9.14 **Deemed Access Providers:** If an Access Seeker (referred to in this subsection 6.9.14 as the "**Deemed Access Provider**") obtains physical co-location at a POI or network facility from an Access Provider (referred to in this subsection 6.9.14 as the "**Principal Access Provider**"), and the Principal Access Provider is unable to provide virtual co-location or in-span interconnection as required under paragraph 6.9.13(c) of this Standard, it shall be deemed to be an Access Provider for the purposes of this subsection 6.9. The Deemed Access Provider shall be required to permit access to Access Seekers following the same procedures for permitting access as those required to be followed by the Principal Access Provider. Within two (2) Business Days of reaching a co-location agreement with an Access Seeker, the Deemed Access Provider must notify the Principal Access Provider of the existence of the agreement and the identity of the Access Seeker, and must ensure that the Access Seeker complies with the relevant co-location obligations contained in subsection 6.9 of this Standard. The Deemed Access Provider shall be responsible to the Principal Access Provider for all acts and omissions of any Access Seekers in connection with providing access to Facilities and/or Services under its co-location agreement.

6.9.15 **Lack of space:** Subject to subsection 6.9.16 of this Standard, if there are space constraints at a particular location, the Access Provider shall take reasonable steps to optimise its usage of the space, including through the upgrading of facilities and transferring Equipment to an alternative location. If the Access Provider has used its best efforts to accommodate all Access Seekers, and it is not physically possible for any further Access Seekers to be accommodated, the Access Provider shall:

(a) notify the Commission of the lack of space at the location;

(b) provide any supplementary information which may be requested by the Commission (which may include physical inspections by the Commission); and

(c) be excused from providing physical co-location at that location unless and until the Commission notifies the Access Provider that the Commission considers that physical co-location can and must be provided, in which case the Access Provider shall provide physical co-location as directed by the Commission.

6.9.16 **Reservation of space:** An Access Provider shall not reserve space other than for its own current needs, its future needs, [calculated by use of a reasonably projected rate of growth over two (2) years] and the needs of other Access Seekers who are currently occupying or have ordered space from that Access Provider.

6.9.17 **Allocation of space:** An Access Provider shall allocate space at each location where physical co-location is to be permitted in a non-discriminatory way and will treat other Access Seekers as it treats itself.

6.9.18 **No minimum space requirements:** An Access Provider shall not impose minimum space requirements on an Access Seeker.

6.9.19 **Notice of refusal**: If an Access Provider proposes to refuse or refuses, a request for physical co-location from an Access Seeker on the basis of current or future needs of the Access Provider and/or the needs of other Access Seekers who are currently occupying or have ordered additional space from the Access Provider, it must also notify the Access Seeker and the Commission of:

(a) the space currently used by the Access Provider;

(b) the amount of space reserved for the Access Provider's future needs;

(c) the space currently occupied by other Access Seekers;

(d) the space ordered by other Access Seekers; and

(e) the total amount of space potentially available but for the uses set out above.

6.9.20 **Reporting:** As required under paragraph 5.3.12(l) of this Standard, an Access Provider shall notify the Commission in writing of:

(a) its space requirements over the three (3) year period from the date of such notification, together with a reconciliation of its reservation over the previous twelve (12) months with its actual space needs; and

(b) in respect of its POIs and other Facilities, including the locations which are the subject of subsection 6.9.31 of this Standard, to provide:

(i) details of the locations at which the Network Co-Location Service is provided to another Operator; and

(ii) details of locations in respect of which any request for Network Co-Location Service was refused, together with the reasons for the refusal.

6.9.21 **Preparatory work by the Access Seeker:** If preparatory work is necessary for the purposes of allowing the Access Seeker to obtain access to or co-locate at or on an Access Provider's network facilities, such Access Provider shall permit the Access Seeker's employees and/or contractors to perform such preparatory work if the Access Seeker satisfies the Access Provider (acting reasonably and in accordance with the policy referred to in this subsection 6.9.21) that such employees and/or contractors have the necessary qualifications. Each Access Provider shall publish and make available a policy about the necessary qualifications applicable to employees and/or contractors who will be permitted to perform preparatory work under this subsection 6.9.21, and such policy to be non-discriminatory in its application to the Access Provider's personnel and the Access Seeker's employees and/or contractors who perform similar functions.

6.9.22 **Preparatory work by the Access Provider:** If the Access Provider agrees to perform preparatory work and does so on the basis of an estimated charge (e.g. based on a time and materials basis):

(a) the Access Provider shall not exceed the estimate without providing the Access Seeker with prior written notice that:

(i) the estimate will likely be exceeded; and

(ii) a further estimate of the charges for the work necessary to complete the preparatory work; and

(b) the Access Provider shall permit the Access Seeker to withdraw the request for preparatory work without penalty if the revised estimate exceeds the original estimate by more than ten percent (10%) of the original estimate.

6.9.23 **Delays:** If the Access Provider agrees to perform preparatory work and the Access Provider is or is likely to be unable to perform such work within the agreed timeframe, the Access Provider shall:

(a) notify the relevant Access Seeker of the delay to a delivery date, together with the reasons for the delay, as soon as practicable after the Access Provider becomes aware of the possible delay;

(b) permit the Access Seeker notified under paragraph 6.9.23(a) above to cancel the preparatory work without penalty if the delay is longer than ten (10) Business Days; and

(c) compensate the Access Seeker for the costs it has incurred as a result of delay, subject to the Access Seeker using reasonable endeavours to mitigate those costs.

6.9.24 **Utilities and ancillary services:** If an Access Provider has permitted access or physical co-location at a particular location or network facilities, that Access Provider must, where the relevant utilities and ancillary services are within the Access Provider's control, ensure that all necessary utilities and ancillary services are provided to enable the Access Seeker to benefit from such access or co-location to the same extent that the Access Provider provides to itself, including but not limited to:

(a) access to roads;

(b) access to land;

(c) power, including the provision of back-up power;

(d) environmental services (including but not limited to heat, light, ventilation and air-conditioning, fire protection);

(e) security, taking care to ensure that its agents, representatives or sub-contractors do not damage any Equipment, and keeping the location secure and protected from vandalism or theft; and

(f) site maintenance.

6.9.25 **Cost:** The utility and ancillary costs in respect of the network facilities as contemplated in subsection 6.9.24 of this Standard shall be apportioned (in accordance with the cost causation principle and fair and equitable principles) between the Access Provider and all Access Seekers at the relevant location.

6.9.26 **Security caging:** An Access Provider shall not require the use of cages or similar structures to physically segregate co-located Equipment, or Equipment located at or on network facilities of the Access Provider.

6.9.27 **Equipment allowance:** An Access Provider shall permit an Access Seeker to locate Equipment on or at the Access Provider's network facilities which is necessary for the purposes of obtaining the benefit of access to the network services and network facilities provided in accordance with this Standard, including but not limited to multi-functional Equipment which may also be used for purposes other than those specified in this subsection 6.9.27.

6.9.28 **Marking**: All Operators shall mark or label their Equipment, wires, cables, batteries and distribution boards in such a manner that they can be easily identified as the property of the relevant Operator. At all times during the Access Seeker's tenancy, it is the responsibility of the Access Seeker to ensure that the marking and labelling is done with reasonable quality.

6.9.29 **Maintenance:** An Access Provider shall permit, and do all things reasonably necessary to allow, an Access Seeker to maintain its Equipment at or on the

network facilities to which access has been granted under subsection 6.9.8 of this Standard.

6.9.30 **Extensions:** The Access Provider shall reasonably permit the Access Seeker, at the Access Seeker's cost, to extend network facilities of the Access Provider as may reasonably be required to meet the Access Seeker's requirements in the circumstances and to the extent technically feasible.

6.9.31 **Security and critical national information infrastructure:**

(a) An Access Provider may decline to publish information in connection with particular Points of Interface and other locations where Facilities are located, for national or operational security reasons, but in such circumstances, an Access Provider must:

(i) promptly provide such information to other Operators on request, subject only to the Operators entering into a confidentiality agreement in accordance with this Standard;

(ii) offer to provide, and if the offer is accepted, provide, updated location details to such Operators as Points of Interface and Facilities are withdrawn, introduced and changed; and

(iii) provide all such information to the Commission and, on a yearly basis, the locations at which the Access Provider is offering to supply Network Co-Location Service, the locations at which Access Seekers have requested Network Co-Location Service and the locations at which the Access Provider is actively supplying Network Co-Location Service.

(b) An Access Provider may establish reasonable security procedures and processes (such as identity checks) to apply to personnel of Access Seekers who will physically access Points of Interface or other locations where Facilities are located. However, such procedures and processes shall:

(i) not completely or substantially prohibit an Access Seeker from physically accessing a Point of Interface or other relevant location unless the Access Provider has been directed in writing to do so by the Government (in which case, the Access Provider shall notify the Commission); and

(ii) be no more restrictive or onerous than the procedures and processes that the Access Provider imposes on its own personnel who physically access the same Points of Interface and locations.

6.10 DOMESTIC CONNECTIVITY TO INTERNATIONAL SERVICES

6.10.1 **Application:** This subsection 6.10 applies where access to Domestic Connectivity to International Services has been requested or is to be provided.

6.10.2 **Forecasts:** For the purposes of subsection 5.6.6 of this Standard, an Access Provider shall only request Forecasts where:

(a) the maximum period of time covered by Forecasts regarding Domestic Connectivity to International Services is one (1) year;

(b) the minimum intervals or units of time to be used in Forecasts regarding Domestic Connectivity to International Services is one (1) year; and

(c) the maximum frequency to update or to make further Forecasts regarding Domestic Connectivity to International Services is once a year.

6.10.3 **Acknowledgement of receipt:** For the purposes of subsection 5.7.5 of this Standard, an Access Provider shall acknowledge receipt of each Order for Domestic Connectivity to International Services within two (2) Business Days.

6.10.4 **Time for acceptance or rejection:** Subject to any shorter timeframe required under subsection 5.7.12 of this Standard, an Access Provider must notify an Access Seeker that an Order for Domestic Connectivity to International Services is accepted or rejected within ten (10) Business Days after:

(a) issuing the Notice of Receipt in respect of the Order, where the Access Provider did not undertake any post-Order Service Qualification for that Order under subsection 5.7.8 of this Standard; or

(b) providing the Access Seeker with the result of post-Order Service Qualification under subsection 5.7.9 of this Standard, where the Access Provider has undertaken post-Order Service Qualification for that Order under subsection 5.7.8 of this Standard.

6.10.5 **Indicative delivery timeframe:** For the purposes of paragraph 5.7.13(a)(i) of this Standard, the indicative delivery timeframe for Domestic Connectivity to International Services is ten (10) Business Days. For clarification, the activation timeframe in this subsection 6.10.5 commences from the Notice of Acceptance or confirmation of the Order (as applicable) in accordance with subsection 5.7.14 of this Standard.

6.10.6 **Billing Cycle:** For the purposes of subsection 5.11.3 of this Standard, between the Operators, the Billing Cycle for Domestic Connectivity to International Services will be one (1) year in advance for the first year and quarterly in advance for subsequent years.

6.10.7 **Any cable system:** An Access Provider must provide connection services to an Access Seeker:

(a) in respect of a cable system which the Access Seeker is authorised to connect to, irrespective of whether that Access Seeker is authorised by a third-party or by virtue of its control over the cable system; and

(b) to enable transit between cable systems.

6.10.8 **New cable systems:** An Access Provider must provide each Domestic Connectivity for International Service in respect of all existing and new cable systems to which the Access Provider has access at equivalent times and in accordance with equivalent processes and procedures as that which it provides to itself. Such services must be provided from the ready-for-service date of the relevant cable system.

6.10.9 **Access and co-location:** An Access Provider must offer, and if requested by an Access Seeker, provide in accordance with this Standard, physical access to, and physical co-location at, any network facility or site to which the Access Seeker requires physical access or physical co-location in order to have the benefit of a Domestic Connectivity to International Service. The physical access or physical co-location to be provided to the Access Seeker, its nominated employees and/or contractors is at equivalent times and in accordance with equivalent processes and procedures as are applicable to the Access Provider. An Access Provider must not prevent or restrict access to any network facility or site for reasons concerning national or operational security reasons and may only apply reasonable security procedures and processes that comply with paragraph 6.9.31(b) of this Standard.

6.10.10 **Nominated personnel:** The employees and/or contractors nominated by the Access Seeker under subsections 6.10.9, 6.10.11 and 6.10.12 of this Standard will be reasonable, having regard to:

(a) the position of each person and the number of persons nominated; and

(b) the position of each of the Access Provider's own personnel and the number of the Access Provider's personnel to which the Access Provider provides physical access to such network facilities.

6.10.11 **Escorts:** An Access Provider is only permitted to require an escort to be present when nominated employees and/or contractors of the Access Seeker wish to enter into the Access Provider's property if the Access Provider requires an escort for its own ~~employees or~~ contractors in the same circumstances. If an Access Provider determines that it is necessary to have an escort present when nominated employees and/or contractors of the Access Seeker wish to enter into the Access Provider's property, the Access Provider shall:

(a) bear the costs of such escort service;

(b) subject to paragraph 6.10.11(d) of this Standard, provide immediate physical access to the Access Seeker for emergency maintenance requests, twenty-four (24) hours a day, seven (7) days a week;

(c) subject to paragraph 6.10.11(d) of this Standard, provide physical access at the time requested by an Access Seeker for planned maintenance requests on the shorter of:

(i) two (2) Business Days' notice for manned sites and five (5) Business Days' notice for unmanned sites; and

(ii) the period of notice which it requires from itself when providing itself with physical access for planned maintenance;

(d) for both planned and emergency maintenance requests at unmanned sites only, have its escort arrive within the shorter of:

(i) thirty (30) minutes of time required by the Access Seeker pursuant to paragraph 6.10.11(b) or 6.10.11(c) of this Standard (as applicable) plus a reasonable window to allow for travel time

(which must be estimated in an operations and maintenance manual given to the Access Seeker, or estimated at the time of responding to the Access Seeker's physical access request); and

(ii) the period of time it requires for its escorts to arrive for planned and emergency maintenance at unmanned sites.

6.10.12 **Absence of escort:** For the purposes of subsection 6.10.10 of this Standard, if an escort does not arrive within the timeframe specified in subsection 6.10.11, the Access Seeker's nominated employees and/or contractors may proceed to enter the Access Provider's property without an escort.

6.10.13 **Site register:** The Access Seeker must establish and maintain a register of all persons who visit the Access Provider's property on the Access Seeker's behalf, which must be made available for inspection by the Access Provider, upon request.

6.10.14 **Publication of locations:** The Access Provider must make available on its publicly available website the locations at which the Domestic Connectivity to International Services is available. An Access Provider may decline to publish for national or operational security reasons information in connection with particular locations where Domestic Connectivity to International Services is available, but in such circumstances, an Access Provider must:

(a) promptly provide such information to other Operators on request, subject only to the Operators entering into a confidentiality agreement in accordance with this Standard;

(b) offer to provide, and if the offer is accepted, provide, updated location details to such Operators as locations are withdrawn, introduced and changed; and

(c) provide all such information to the Commission.

6.11 POLE, DUCT AND MANHOLE ACCESS

6.11.1 **Application:** This subsection 6.11 applies where Pole, Duct and Manhole Access has been requested or is to be provided.

6.11.2 **Forecasts:** For the purposes of subsection 5.6.6 of this Standard, an Access Provider shall only request Forecasts where:

(a) the maximum period of time covered by Forecasts regarding Pole, Duct and Manhole Access is one (1) year;

(b) the minimum intervals or units of time to be used in Forecasts regarding Pole, Duct and Manhole Access is one (1) year; and

(c) the maximum frequency to update or to make further Forecasts regarding Pole, Duct and Manhole Access is once a year.

6.11.3 **Acknowledgement of receipt:** For the purposes of subsection 5.7.5 of this Standard, an Access Provider shall acknowledge receipt of each Order for Pole, Duct and Manhole Access within two (2) Business Days.

6.11.4 **Time for acceptance or rejection:** Subject to any shorter timeframe required under subsection 5.7.12 of this Standard, an Access Provider must notify an Access Seeker that an Order for Pole, Duct and Manhole Access is accepted or rejected within ten (10) Business Days after:

(a) issuing the Notice of Receipt in respect of the Order, where the Access Provider did not undertake any post-Order Service Qualification for that Order under subsection 5.7.8 of this Standard; or

(b) providing the Access Seeker with the result of post-Order Service Qualification under subsection 5.7.9 of this Standard, where the Access Provider has undertaken post-Order Service Qualification for that Order under subsection 5.7.8 of this Standard. For the purposes of paragraph 5.7.9(a) of this Standard, subject to the distance and scale of the required infrastructure and obtaining relevant third-party authority approvals, the post-Order Service Qualification timeframe for Pole, Duct and Manhole Access is within the shorter of:

(i) twenty (20) Business Days after the date of the Notice of Receipt; and

(ii) the time within which the Access Provider performs and notifies the result of an equivalent Service Qualification undertaken for itself.

6.11.5 **Indicative delivery timeframe:** For the purposes of paragraph 5.7.13(a)(i) of this Standard, the indicative delivery timeframe for:

(a) access to ~~D~~ ducts ~~and Manhole Access~~ less than 10km in length and access to manholes is ten (10) Business Days; and

(b) access to Poles is ten (10) Business Days.

For clarification, the indicative delivery timeframe in this subsection 6.11.5 commences from the Notice of Acceptance or confirmation of the Order (as applicable) in accordance with subsection 5.7.14 of this Standard.

6.11.6 **Billing Cycle:** For the purposes of subsection 5.11.3 of this Standard, between the Operators, the Billing Cycle for Pole, Duct and Manhole Access will be one (1) year in advance for the first year and monthly in advance for subsequent years.

6.11.7 **Reporting:** As required under paragraph 5.3.12(l) of this Standard, an Access Provider shall notify the Commission in writing details of:

(a) each area in which the Access Provider has built or assumed maintenance obligations in respect of Lead-in Ducts, Mainline Ducts, Inter-exchange Ducts or manholes, including any manholes associated with any infrastructure provided only when joint survey has been conducted referred to in this paragraph 6.11.7(a);

(b) each area in which the Access Provider has been granted exclusive rights to develop or maintain Mainline Ducts, Inter-exchange Ducts and associated manhole infrastructure;

~~(c) each location in which an Access Seeker has requested the supply of Duct and Manhole Access, in which there is no room for the Access Seeker to install its own sub-ducts and in which the Access Provider has therefore offered to supply access to its own sub-ducts; and~~

(d) each location in which an Access Seeker has requested ~~the supply of Duct and Manhole Access, in which there is no room for the Access~~

~~Seeker to install its own sub-ducts and in which~~ access to ducts where there is ~~also~~ no room in the Access Provider's ~~own~~ sub-ducts; and

(e) any Poles owned or operated by the Access Provider or in respect of which the Access Provider has assumed maintenance obligations.

6.11.8 **Physical access:** Where required to fulfil an Order for Pole, Duct and Manhole Access or for the Access Seeker to perform operations or maintenance activities, an Access Provider shall allow an Access Seeker, its nominated employees and/or contractors to physically access the Access Provider's network facilities and the Access Seeker's Equipment, and to have physical control over the Access Seeker's Equipment located at such network facilities, at equivalent times and in accordance with equivalent processes and procedures as are applicable to itself. The Access Provider shall provide:

(a) immediate physical access to Access Seeker for emergency maintenance requests, twenty-four (24) hours a day, seven (7) days a week;

(b) physical access at the time requested by an Access Seeker for planned maintenance requests on the shorter of:

(i) two (2) Business Days' notice for manned sites and five (5) Business Days' notice for unmanned sites; and

(ii) the period of notice which it requires from itself when providing itself with physical access for planned maintenance.

6.11.9 **Escorts:** An Access Provider is only permitted to require an escort to be present when nominated employees and/or contractors of the Access Seeker wish to enter into the Access Provider's property if the Access Provider requires an escort for its own ~~employees or~~ contractors in the same circumstances. If an Access Provider determines that it is necessary to have an escort present when nominated employees and/or contractors of the Access Seeker wish to enter into the Access Provider's property, the Access Provider shall:

(a) bear the costs of such escort service;

(b) subject to paragraph 6.11.9(d) of this Standard, provide immediate physical access to the Access Seeker for emergency maintenance requests, twenty-four (24) hours a day, seven (7) days a week;

(c) subject to paragraph 6.11.9(d) of this Standard, provide physical access at the time requested by an Access Seeker for planned maintenance requests on the shorter of:

(i) two (2) Business Days' notice for manned sites and five (5) Business Days' notice for unmanned sites; and

(ii) the period of notice which it requires from itself when providing itself with physical access for planned maintenance;

(d) for both planned and emergency maintenance requests at unmanned sites only, have its escort arrive within the shorter of:

(i) thirty (30) minutes of time required by the Access Seeker pursuant to paragraph 6.11.9(b) or 6.11.9(c) of this Standard (as applicable) plus a reasonable window to allow for travel time (which must be estimated in an operations and maintenance manual given to the Access Seeker, or estimated at the time of responding to the Access Seeker's physical access request); and

(ii) the period of time it requires for its escorts to arrive for planned and emergency maintenance at unmanned sites.

6.11.10 **Absence of escort:** For the purposes of subsection 6.11.9 of this Standard, if an escort does not arrive within the timeframe specified in subsection 6.11.9, the Access Seeker's nominated employees and/or contractors may proceed to enter the Access Provider's property without an escort.

6.11.11 **Nominated personnel:** The employees and/or contractors nominated by the Access Seeker under subsections 6.11.8, 6.11.9 and 6.11.10 of this Standard will be reasonable, having regard to:

(a) the position of each person and the number of persons nominated; and

(b) the position of each of the Access Provider's own personnel and the number of the Access Provider's personnel to which the Access Provider provides physical access to such network facilities.

6.11.12 **Site register:** The Access Seeker must establish and maintain a register of all persons who visit the Access Provider's property on the Access Seeker's behalf, which must be made available for inspection by the Access Provider, upon request.

6.11.13 **Joint survey**: For the purposes of subsection 5.7.8 of this Standard and subject to the timeframe specified under subsection 5.7.9 of this Standard, a joint survey may be conducted by the Access Provider and the Access Seeker, along with surveyors, where necessary, to determine the availability of requested ducts and manholes at a particular area, provided that the scope of the survey be jointly decided, and any costs are necessarily incurred, itemised and agreed between the parties. The timeframe specified under subsection 5.7.9 of this Standard shall apply only after the Access Provider and the Access Seeker have agreed on the scope of the joint survey, the date of the joint survey and any costs necessarily incurred to be itemised between the parties.

6.11.14 **Capacity Allocation Policy**: In addition to subsection 5.7.32 of this Standard, the Access Provider's Capacity Allocation Policy for Pole, Duct and Manhole Access shall set out the principles to be applied on an equivalent basis between itself and other Access Seekers, where:

(a) the Access Provider has already taken steps to optimise space by using the current available technology, including removing any unused cables;

(b) the Access Provider shall determine the available space only after considering:

(i) the requirements for ducts and space in manholes or on Poles for the Access Provider's then existing maintenance purposes; and

(ii) the reservation of the Poles, ducts or sub-ducts for future use by the Access Provider or another Access Seeker, applicable on an equivalent basis upon receipt of an Order for:

A. twenty-four months (24) months in the case of ducts or sub-ducts for use for critical government services, including in connection with government agencies, the military or the police; and

B. otherwise, four (4) months; and

(iii) in the case of Poles, the structural integrity of the infrastructure to safely accommodate additional capacity; and

(c) the allocation of available space shall be:

(i) on a first-come, first-served basis;

(ii) in the case of ducts, sub-ducts and manholes, applicable to reserved capacity that is not used by either the Access Provider or an Access Seeker within the twenty-five (25) months or five (5) months (as the case may be) from the date of the Order; and

(iii) in the case of Poles, applicable to reserved capacity that is not used by either the Access Provider or an Access Seeker within the seven (7) months from the date of the Order; and

(iv) to the extent possible, based on efficient allocation principles to minimise space wastage.

6.11.15 **Operational manuals**: An Access Provider shall establish operations and maintenance manuals which are made available to Access Seekers and with which Access Seekers must comply, containing reasonable processes and procedures relating to Pole, Duct and Manhole Access including but not limited to:

(a) standard operating procedures, including quality control in connection with the performance of work in respect of Poles and within ducts and manholes;

(b) safety, security and occupational health and safety;

(c) laying, maintenance, restoration and removal of cables;

(d) entry to manholes; and

(e) sealing or closing of manholes.

The Access Provider's processes and procedures for Pole, Duct and Manhole Access shall:

(f) not be intentionally designed to deny or have the effect of denying or delaying the Access Seeker's access to Poles, ducts and manholes;

(g) not completely or substantially prohibit an Access Seeker from physically accessing Poles, ducts and manholes unless the Access Provider has been directed in writing to do so by the Government (in which case, the Access Provider shall notify the Commission); and

(h) be no more restrictive or onerous than the processes and procedures that the Access Provider imposes on its own personnel who physically access Poles, ducts and manholes.

6.11.16 **Ground for refusal:** In addition to the grounds for refusal in subsection 5.4.11 of this Standard, an Access Provider may refuse an Access Request to Pole, Duct and Manhole Access to the extent (and only to the extent that):

(a) the Access Provider has entered into an exclusive arrangement for access to duct and manhole infrastructure in Putrajaya with the Government of Malaysia and such arrangement has been entered into (without extension or amendment) prior to the Effective Date of this Determination. For clarification, subsection 5.4.19 of this Standard applies to any refusal under this subsection; or

(b) there are reasonable grounds for the Access Provider to refuse access based on safety and security, to the extent that the Pole, duct and manhole infrastructure is being utilised at the time of the Access Request for critical government services, including in connection with government agencies, the military or the police.

The grounds for refusing access and/or imposing any restrictions on access by the Access Provider on Pole, Duct and Manhole Access in relation to safety and security must be no more restrictive or onerous than the Access Provider imposes on its own personnel who physically access the same poles, ducts and manholes.

6.11.17 **Equivalence of Inputs:** An Access Provider must provide Pole, Duct and Manhole Access on an Equivalence of Inputs basis to Access Seekers, including with information that is of the same degree of reliability and currency as that which it provides itself, including but not limited to:

(a) information relating to the locations at which Pole, Duct and Manhole Access is available;

(b) information relating to the physical space available at such locations; and

(c) any other information that is reasonably required by the Access Seeker to enable the Access Seeker to place an Order for Pole, Duct and Manhole Access or otherwise access pole, duct and manhole infrastructure.

6.11.18 **Maintenance and rectification:** An Access Provider shall:

(a) ensure that it maintains in reasonable working condition all poles, ducts and manholes, subject to paragraph 6.11.18(b);

(b) on notice by an Access Seeker, or upon otherwise becoming aware, that any pole, duct or manhole does not comply with paragraph 6.11.18(a), perform within forty (40) Business Days such activities as required to rectify such non-compliance; and

(c) in the case of broken/blocked ducts resulting in lack of capacity, conduct reasonable remediation, to the extent technically feasible, and in a timely manner.

If the poles, ducts and/or manholes that are only used by the Access Seeker are beyond repair and both Access Provider and Access Seeker agree that replacement is required, the Parties shall mutually agree on the reasonable costs to be shared between the Access Provider and the Access Seeker.

6.11.19 **Indemnity:**

(a) In relation to matters of, and relating to, liability between an Access Provider and Access Seeker not governed by the terms of an Access Agreement, where an Operator (the **first Operator**), through its acts or omissions (whether negligent or otherwise), causes damage to

Equipment used by the other Operator in connection with the provision of Pole, Duct and Manhole Access, then, subject to paragraph 6.11.19(b), the first Operator must indemnify the other Operator against such damage and any reasonable costs or expenses associated with such repair or replacement.

(b) In respect of the indemnity under paragraph 6.11.19(a):

(i) under no circumstances will the first Operator be liable for any indirect, consequential or special loss or damage, or loss or any other damage that does not arise naturally from the breach according to the usual order of things;

(ii) to the extent permitted by law and subject to paragraph 6.11.19(b)(iii), the first Operator's maximum liability to the other Operator shall be limited to the amount specified in an Access Agreement, or RM1,000,000, whichever is lower; and

(iii) the limitation of liability in paragraph 6.11.19(b)(ii) will not apply to any acts or omissions of the first Operator that cause or contribute to death or personal injury of any person.

6.11.20 **Restriction on resale**: Notwithstanding subsection 4.4.2, the Access Seeker may not assign, share or sublet part or all of the duct space or manholes to any person, without the approval of the Access Provider.

6.11.21 **Accredited sub-contractors:** Access Seekers are required to use an accredited list of sub-contractors provided by the Access Provider, or any other subcontractor of the Access Seeker's choice which has been pre-approved by the Access Provider, in relation to installation, maintenance, and rectification of the Access Provider's duct infrastructure. The Access Provider's approval shall not be unreasonably withheld, delayed or conditioned.

6.11.22 **Technical specifications:** The Access Agreement between the Access Provider and Access Seeker may include mutually agreed technical proposals for Pole, Duct and Manhole Access including but not limited to the following:

(a) fibre optic technical specifications;

(b) distance measurements;

(c) acceptance test;

(d) trenching method;

(e) ductways; and

(f) manhole specifications.

6.11.23 **Ancillary services:** In respect of access to Poles, the Access Provider must, where the relevant ancillary services are within the Access Provider's control, ensure that all necessary ancillary services are provided to enable the Access Seeker to benefit from such access to the same extent that the Access Provider provides to itself, including but not limited to:

(a) access to roads;

(b) access to land; and

(c) site maintenance.

6.11.24 **Cost:** The ancillary costs in respect of the network facilities provided by the Access Provider to the Access Seeker as contemplated in subsection 6.11.23 of this Standard shall be apportioned (in accordance with the cost causation principle and fair and equitable principles) and mutually agreed between the Access Provider and all Access Seekers at the relevant location.

6.11.25 **Modularity**:

(a) An Access Provider must provide Pole, Duct and Manhole Access on a modular and unbundled basis so that the Access Seeker does not have to acquire network components, Facilities and/or Services that are not required for Pole, Duct and Manhole Access to be provided.

(b) An Access Provider must also provide each individual component and segment of Pole, Duct and Manhole Access on a modular and unbundled basis so that the Access Seeker does not have to acquire an entire set of Poles, an entire duct route or a combination of mainline and lead-in ducts, or any other combination of components or segments comprising Pole, Duct and Manhole Access, unless specifically requested by the Access Seeker.

6.12 DIGITAL TERRESTRIAL BROADCASTING MULTIPLEXING SERVICES

6.12.1 **Application:** This subsection 6.12 applies where access to the Digital Terrestrial Broadcasting Multiplexing Service~~s~~ has been requested or is to be provided.

6.12.2 **Forecasts:** For the purposes of subsection 5.6.6 of this Standard, an Access Provider shall only request Forecasts where:

(a) the maximum period of time covered by Forecasts regarding Digital Terrestrial Broadcasting Multiplexing Service~~s~~ is eighteen (18) months;

(b) the minimum intervals or units of time to be used in Forecasts regarding Digital Terrestrial Broadcasting Multiplexing Service~~s~~ is six (6) months; and

(c) the maximum frequency to update or to make further Forecasts regarding Digital Terrestrial Broadcasting Multiplexing Service~~s~~ is once every six (6) months.

6.12.3 **Acknowledgement of receipt:** For the purposes of subsection 5.7.5 of this Standard, an Access Provider shall acknowledge receipt of each Order for Digital Terrestrial Multiplexing Service within two (2) Business Days.

6.12.4 **Time for acceptance or rejection:** Subject to any shorter timeframe required under subsection 5.7.12 of this Standard, an Access Provider must notify an Access Seeker that an Order for Digital Terrestrial Multiplexing Service~~s~~ is accepted or rejected within ten (10) Business Days after:

(a) issuing the Notice of Receipt in respect of the Order, where the Access Provider did not undertake any post-Order Service Qualification for that Order under subsection 5.7.8 of this Standard; or

(b) providing the Access Seeker with the result of post-Order Service Qualification under subsection 5.7.9 of this Standard, where the Access Provider has undertaken post-Order Service Qualification for that Order under subsection 5.7.8 of this Standard.

6.12.5 **Indicative delivery timeframe:** For the purposes of paragraph 5.7.13(a)(i) of this Standard, the indicative delivery timeframe for Digital Terrestrial Broadcasting Multiplexing Service~~s~~ is twenty (20) Business Days. For clarification, the indicative delivery timeframe in this subsection 6.12.5 commences from the Notice of Acceptance or confirmation of the Order (as applicable) in accordance with subsection 5.7.14 of this Standard.

6.12.6 **Billing Cycle:** For the purposes of subsection 5.11.3 of this Standard, between the Operators, the Billing Cycle for Digital Terrestrial Broadcasting Multiplexing Service~~s~~ will be monthly.

6.12.7 **Bit rate allocation:** An Access Provider shall specify a bit rate allocation suitable for television broadcasting services, such as digital, audio-visual, audio streams and any other ancillary data supporting the basic services. The bit rate allocation will be based on current and accepted technology. An Access Seeker may request a bit rate allocation which is different to the ones specified by the Access Provider and the Access Provider must reasonably provide such bit rate unless it is technically infeasible for the Access Provider to do so.

6.12.8 **Encryption:** An Access Provider shall only apply conditional access to an Access Seeker's transport stream if specifically requested to do so by the Access Seeker.

6.12.9 **Redundancy:** An Access Provider shall provide redundancy in respect of the Digital Terrestrial Broadcasting Multiplexing Service~~s~~ to ensure availability of the Access Seeker's service at all times.

6.12.10 **Compression:** An Access Provider must provide access to its multiplexer in the form of SDI, SAI (including multiple PIDs) or any other standard protocol, at a bit rate specified by the Access Seeker. The Access Seeker may specify digital compression and decompression technology reasonably required by it to deliver its services and the Access Provider will comply with the Access Seeker's request to the extent possible.

6.12.11 **Technical standards:** An Operator must comply with the Commission Determination on the Mandatory Standard for Free to Air Transmission of Digital Terrestrial Television Service, Determination No. 1 of 2011 including such modification or variation and any other mandatory standards as may be determined by the Commission from time to time.

6.12.12 **Reporting:** As required under paragraph 5.3.12(l) of this Standard, an Access Provider shall notify the Commission in writing of:

(a) the standard bit rate allocation for each television broadcasting service as specified under subsection 6.12.7 of this Standard; and

(b) each transport stream subject to conditional access and details of such conditions as applicable under subsection 6.12.8 of this Standard.

6.12.13 **Timeframes:** An Access Provider shall respond to and rectify faults in relation to the Digital Terrestrial Broadcasting Multiplexing Service within the timeframes set out in the table below.

Area	**Response Timeframe**	**Progress Update Frequency**	**Rectification Timeframe**
Remote sites	Within one (1) hour	Every one (1) hour	Eight (8) hours
All other sites	Within one (1) hour	Every one (1) hour	Four (4) hours

For clarification, these timeframes take precedence over the target times stipulated in subsection 5.12.12 of this Standard.

6.13 MVNO ACCESS

6.13.1 **Application:**

(a) This subsection 6.13 applies where MVNO Access has been requested or is to be provided.

(b) The Content Obligations do not apply in respect of MVNO Access, with the exception of the following:

(i) subsection 5.6 of this Standard (Forecasting Obligations);

(ii) subsection 5.7 of this Standard (Ordering and Provisioning Obligations);

(iii) subsection 5.11 of this Standard (Billing and Settlement Obligations);

(iv) subsection 5.14 of this Standard (Term, Suspension and Termination Obligations); and

(v) subsection 5.16 of this Standard (Legal Boilerplate Obligations).

(c) For clarification, the Disclosure Obligations and Negotiation Obligations under this Standard apply to MVNO Access in addition to the obligations set out under paragraph 6.13.1(b) above.

6.13.2 **Forecasts:** For the purposes of subsection 5.6.6 of this Standard, an Access Provider may determine the Forecasts which it requires from an Access Seeker to provide MVNO Access including with regard to:

(a) the network components, Facilities and/or Services to be supplied as part of MVNO Access;

(b) the maximum periods covered by the Forecasts;

(c) the minimum intervals or units of time used in Forecasts; and

(d) the maximum frequency of the Forecasts or updates to the Forecasts.

6.13.3 **Limitation of Forecasts**: An Access Provider must ensure that Forecasts under subsections 5.6.6 and 6.13.2 of this Standard are no more onerous than either of:

(a) what is necessary for the Access Provider to supply MVNO Access without adversely affecting the Access Provider's Network; and

(b) the forecasting which the Access Provider provides to itself for network planning and provisioning equivalent services.

6.13.4 **Acknowledgement of receipt:** Subject to any shorter timeframe required under subsection 5.7.5 of this Standard, an Access Provider shall acknowledge receipt of each Order for MVNO Access within two (2) Business Days.

6.13.5 **Time for acceptance or rejection:** Subject to any shorter timeframe required under subsection 5.7.12 of this Standard, an Access Provider must notify an Access Seeker that an Order for MVNO Access is accepted or rejected within ten (10) Business Days after:

(a) issuing the Notice of Receipt in respect of the Order, where the Access Provider did not undertake any post-Order Service Qualification for that Order under subsection 5.7.8 of this Standard; or

(b) providing the Access Seeker with the result of post-Order Service Qualification under subsection 5.7.9 of this Standard, where the Access Provider has undertaken post-Order Service Qualification for that Order under subsection 5.7.8 of this Standard.

6.13.6 **Indicative delivery timeframe:** For the purpose of paragraph 5.7.13(a)(i) of this Standard, the indicative delivery timeframe for MVNO Access is forty (40) Business Days. For clarification, the indicative delivery timeframe in this subsection 6.13.6 commences from the Notice of Acceptance or confirmation of the Order (as applicable) in accordance with subsection 5.7.14 of this Standard.

6.13.7 **Billing Cycle:** For the purposes of subsection 5.11.3 of this Standard, between the Operators, the Billing Cycle for MVNO Access will be monthly.

6.13.8 **Reporting:** ~~The~~ As required under paragraph 5.3.12(l) of this Standard, the Access Provider must report to the Commission information and details relating to MVNO Access which may be requested by the Commission.

6.13.9 **Support:** An Access Provider must provide an Access Seeker with any support reasonably requested by the Access Seeker to permit the Access Seeker to comply with the Commission Determination on the Mandatory Standard for the Provision of Services through a Mobile Virtual Network, Determination No. 3 of 2015 including such modification or variation and any other mandatory standards as may be determined by the Commission from time to time.

6.13.10 **Modularity:** An Access Provider must provide MVNO Access on a modular and unbundled basis so that the Access Seeker does not have to acquire network components, Facilities or Services that are not required for MVNO Access to be provided.

6.13.11 **Equivalence of Inputs:** An Access Provider must provide the MVNO Access on an Equivalence of Inputs basis to Access Seekers, including by providing access to any mobile technologies, including 5G New Radio, at the same time, and for the same duration, as the Access Provider provides such technologies to itself.

6.13.12 **Approval of commercial initiatives:** If the terms of an Access Agreement require an Access Seeker to request the Access Provider's approval in respect of marketing, pricing, product or other retail promotions, initiatives or launches (**initiatives**), then:

(a) the Access Provider must approve any such request within a reasonable timeframe, and in any event within such timeframe as the Access Provider typically approves its own initiatives; and

(b) any such approval must not be unreasonably withheld or delayed.

6.13.13 **Reasonable assistance:** If an Access Seeker becomes subject to an event that is specified in paragraph 5.14.3(a)(ii) of this Standard, the Access Seeker must provide the Access Provider with all assistance reasonably requested by the Access Provider to facilitate the transition of each of the Access Seeker's Customers onto retail mobile services supplied by the Access Provider or another Access Provider.

6.14 DOMESTIC INTER-OPERATOR ROAMING SERVICE

6.14.1 **Application:** This subsection 6.14 applies where access to a Domestic Inter-Operator Roaming Service has been requested or is to be provided.

6.14.2 Not used.~~**Transition:**~~

~~(a) Subject to paragraph 6.14.2(b), an Access Provider may, for a period of up to six (6) months following the date of this Determination, elect to provide Domestic Inter-Operator Roaming Service on at least a trial basis, or otherwise only to the extent the Access Provider has published on its website product offerings in respect of the Domestic Inter-Operator Roaming Service.~~

~~(b) An Access Provider must, by the date that is six (6) months from the date of this Determination or an earlier date on which the Access Provider has completed its product development activities in respect of the Domestic Inter-Operator Roaming Service, provide the Domestic Inter-Operator Roaming Service in accordance with this Determination, from which date paragraph 6.14.2(a) will have no further effect.~~

6.14.3 **Forecasts:** For the purposes of subsection 5.6.6 of this Standard, an Access Provider may determine the Forecasts which it requires from an Access Seeker to provide Domestic Inter-Operator Roaming Service including with regard to:

(a) the network components, Facilities and/or Services to be supplied as part of Domestic Inter-Operator Roaming Services;

(b) the maximum periods covered by the Forecasts;

(c) the minimum intervals or units of time used in Forecasts; and

(d) the maximum frequency of the Forecasts or updates to the Forecasts.

6.14.4 **Limitation of Forecasts**: An Access Provider must ensure that Forecasts under subsections 5.6.6 and 6.14.3 of this Standard are no more onerous than either of:

(a) what is necessary for the Access Provider to supply Domestic Inter-Operator Roaming Service without adversely affecting the Access Provider's Network; and

(b) the forecasting which the Access Provider provides to itself for network planning and provisioning equivalent services.

6.14.5 **Acknowledgement of receipt:** For the purposes of subsection 5.7.5 of this Standard, an Access Provider shall acknowledge receipt of each Order for a Domestic Inter-Operator Roaming Service within one (1) Business Day.

6.14.6 **Time for acceptance or rejection:** Subject to any shorter timeframe required under subsection 5.7.12 of this Standard, an Access Provider must notify an Access Seeker that an Order for a Domestic Inter-Operator Roaming Service is accepted or rejected within ten (10) Business Days after:

(a) issuing the Notice of Receipt in respect of the Order, where the Access Provider did not undertake any post-Order Service Qualification for that Order under subsection 5.7.8 of this Standard; or

(b) providing the Access Seeker with the result of post-Order Service Qualification under subsection 5.7.9 of this Standard, where the Access Provider has undertaken post-Order Service Qualification for that Order under subsection 5.7.8 of this Standard.

6.14.7 **Indicative delivery timeframe:** For the purposes of paragraph 5.7.13(a)(i) of this Standard, the indicative delivery timeframe for Domestic Inter-Operator Roaming Services is forty (40) Business Days. For clarification, the indicative delivery timeframe in this subsection 6.14.7 commences from the Notice of Acceptance or confirmation of the Order (as applicable) in accordance with subsection 5.7.14 of this Standard.

6.14.8 **Billing Cycle:** For the purposes of subsection 5.11.3 of this Standard, between the Operators, the Billing Cycle for Domestic Inter-Operator Roaming Services will be monthly.

6.14.9 **Service fulfilment timeline:** An Access Provider shall comply with the following service fulfilment timelines for Domestic Inter-Operator Roaming Services:

Parameters	Timelines
New links with new infrastructure	6 months
New links with existing infrastructure	6 months
Changes of capacity to existing facilities and services	60 days
Activation / Deactivation (up to 10 Tracking Area Codes)	7 Business Days
Activation / Deactivation (more than 10 Tracking Area Codes)	14 Business Days

6.14.10 **Reporting:** As required under paragraph 5.3.12(l) of this Standard, ~~T~~the Access Provider must report to the Commission information and details relating to Domestic Inter-Operator Roaming Services which may be requested by the Commission.

6.14.11 **Modularity:** An Access Provider must provide Domestic Inter-Operator Roaming Services on a modular and unbundled basis so that the Access Seeker does not have to acquire network components, Facilities or Services that are not required for Domestic Inter-Operator Roaming Services to be provided.

6.14.12 **Equivalence of Inputs:** An Access Provider must provide Domestic Inter-Operator Roaming Services on an Equivalence of Inputs basis to Access Seekers, including by providing access to any mobile technologies, including 5G New Radio, at the same time and on the same service levels, and for so long as, the Access Provider provides such technologies to itself.

6.14.13 **Rebate**: An Access Provider shall discuss and negotiate with the Access Seeker in good faith the provision of a rebate in respect of each Billing Cycle in which the service level availability of any Domestic Inter-Operator Roaming Services provided by the Access Provider does not meet the service level availability mutually agreed between the Access Seeker and the Access Provider.

6.14.14 **Amount of rebate:** The amount of any rebate for the purposes of subsection 6.14.13 of this Standard shall, at a minimum, reflect:

(a) the reduced costs that would have been incurred by the Access Seeker in acquiring the relevant Domestic Inter-Operator Roaming Service with a service level availability equivalent to that provided by the Access Provider; and

(b) any other diminution in value (including any rebates paid by the Access Seeker) in the Domestic Inter-Operator Roaming Service provided to the Access Seeker due to the Access Provider's failure to comply with the service level availability as agree between the Access Provider and the Access Seeker.

The maximum cap on the rebate amount offered shall be a sum mutually agreed upon between the Access Provider and Access Seeker.

6.15 5G SERVICES

6.15.1 **Application:** This subsection 6.15 applies where access to a 5G Service has been requested or is to be provided.

6.15.2 **Forecasts:** For the purposes of subsection 5.6.6 of this Standard, an Access Provider may determine the Forecasts which it requires from an Access Seeker to provide 5G Services including with regard to:

(a) the network components, Facilities and/or Services to be supplied as part of 5G Services;

(b) service capacity requirements (including anticipated highest hourly average reading) across each ~~Polygon~~ Coverage Area in the next 12 months;

(c) the maximum periods covered by the Forecasts;

(d) the minimum intervals or units of time used in Forecasts; and

(e) the maximum frequency of the Forecasts or updates to the Forecasts.

6.15.3 **Limitation of Forecasts**: An Access Provider must ensure that Forecasts under subsections 5.6.6 and 6.15.2 ~~6.15.3~~ of this Standard are no more onerous than either of:

(a) what is necessary for the Access Provider to supply 5G Services without adversely affecting the Access Provider's Network; and

(b) the forecasting which the Access Provider provides to itself for network planning and provisioning equivalent services.

6.15.4 **Acknowledgement of receipt:** For the purposes of subsection 5.7.5 of this Standard, an Access Provider shall acknowledge receipt of each Order for a 5G Service within one (1) Business Day.

6.15.5 **Grounds for refusal:** For the purposes of subsection 5.4.11 of this Standard, the Access Provider shall not refuse an Access Request on the grounds set out in paragraph 5.4.11(a) or 5.4.11(d).

6.15.6 **Time for acceptance or rejection:** Subject to any shorter timeframe required under subsection 5.7.12 of this Standard, an Access Provider must notify an Access Seeker that an Order for a 5G Service is accepted or rejected within ten (10) Business Days after:

(a) issuing the Notice of Receipt in respect of the Order, where the Access Provider did not undertake any post-Order Service Qualification for that Order under subsection 5.7.8 of this Standard; or

(b) providing the Access Seeker with the result of post-Order Service Qualification under subsection 5.7.9 of this Standard, where the Access Provider has undertaken post-Order Service Qualification for that Order under subsection 5.7.8 of this Standard.

6.15.7 **Indicative delivery timeframe:** For the purposes of paragraph 5.7.13(a)(i) of this Standard, the indicative delivery timeframe for 5G Services is ~~forty (40)~~ thirty (30) Business Days. For clarification, the indicative delivery timeframe in this subsection 6.15.7 commences from the Notice of Acceptance or confirmation of the Order (as applicable) in accordance with subsection 5.7.14 of this Standard.

6.15.8 **Billing Cycle:** For the purposes of subsection 5.11.3 of this Standard**,** between the Operators, the Billing Cycle fo**r** 5G Services will be monthly.

6.15.9 **Non-discrimination:**

(a) For the purposes of subsection 4.1.5 of this Standard, the Access Provider must not, in complying with the SAO set out in the Act, discriminate:

(i) between Access Seekers; or

(ii) in favour of itself,

unless the Access Provider has reasonable grounds to believe the Access Seeker would fail, to a material extent, to comply with the terms and conditions on which the Access Provider complies, or on which the Access Provider is reasonably likely to comply, with the relevant obligation. Examples of such grounds include:

(iii) evidence that the Access Seeker is not creditworthy; and

(iv) repeated failures by the Access Seeker to comply with the terms and conditions on which the same or similar access has been provided (whether or not by the Access Provider).

(b) Examples of activities in respect of which the Access Provider must not discriminate between Access Seekers or in favour of itself include:

(i) developing a new 5G Service;

(ii) enhancing an existing 5G Service;

(iii) extending or enhancing the capability of a facility or telecommunications network by means of which a 5G service is, or is to be, supplied, including any configurations or enhancements to the Access Provider's 5G New Radio radio network which are not technology-neutral, which renders commercially impracticable the integration of the Access Seeker's existing 5G core network with the Access Provider's 5G core network;

(iv) an activity that is preparatory to supply of a 5G Service;

(v) an activity that is ancillary or incidental to the supply of a 5G service; ~~or~~

(vi) site activation in connection with 5G Services;

(vii) access to 5G Services within specific Coverage Areas or sites;

(viii) access to specific technical elements of a 5G Service;

(ix) integration support in connection with 5G Services;

(x) communication of changes in connection with 5G Services; and

(xi) giving information to Access Seekers about any of the above activities.

6.15.10 **Public information:**

(a) The Operations Manual and associated documents which set out the operational engagement processes, procedures, roles and responsibilities between the Access Provider and the Access Seeker must be provided to the Access Seeker within ten (10) Business Days of an Access Request consistent with information disclosure under subsection 5.3.7; ~~published on the Access Provider's publicly accessible website.~~

(b) The Access Seeker acknowledges that the Operations Manual and associated documents will be agreed as part of an Access Agreement, and will contain additional detail and processes in relation to (but not limited to) the following activities:

(i) the roles and responsibilities of the Access Provider, the Access Seeker and other Access Seekers;

(ii) planning, including processes around the provision of network information, interconnection of equipment, ordering services, reservation of co-location space, service provisioning and service handover;

(iii) operational support and maintenance processes;

(iv) access management of the Access Provider's network tools provided to the Access Seeker;

(v) network status of the Access Provider's RAN and the Access Seeker's network;

(vi) change management for service-impacting changes in the Access Provider's 5G RAN and the Access Seeker's network;

(vii) performance verification for network KPIs in the Access Provider's 5G RAN;

(viii) network performance and optimisation for the Access Provider's 5G RAN;

(ix) service monitoring and network traffic management;

(x) modes of communications, including customer complaint management for customer-experience related issues;

(xi) billing and customer service platform portal access and operation procedures;

(xii) reporting and document sharing;

(xiii) operational governance, including as to the review of KPIs, service level and other issues;

(xiv) fault management, KPIs and Service Level monitoring and reporting;

(xv) contact details and escalation matrix;

(xvi) how updates can be made to the Operations Manual over time; and

(xvii) other details and processes that the Access Provider considers appropriate from time to time.

(c) Each party acknowledges and agrees that they must comply with their respective obligations set out in the Operations Manual.

(d) The Access Provider must, at ~~quarterly~~ half-yearly intervals, ~~publish on the Access Provider's publicly accessible website~~ provide to the Access Seeker information relating to the Access Provider's product development roadmap for the upcoming 24 months.

6.15.11 **Reporting:** An Access Provider must report to the Commission information and details relating to 5G Services which may be requested by the Commission.

6.15.12 **Deployment schedule**

(a) An indicative plan for the various phases in the Access Provider's 5G RAN must be developed in collaboration with the Planning Committee and provided to the Access Seeker in accordance with the timeframes specified under paragraph 6.15.12(c) ~~published on the Access~~

~~Provider's website.~~ The indicative plan may have regard to the information shared under paragraph 6.15.13(c)(ii).

(b) Any information relating to the deployment schedule ~~published on the Access Provider's website or otherwise~~ provided to the Access Seeker is indicative only and subject to change based on a number of factors including consolidated Access Seeker prioritisation inputs and estimated population coverage targets mandated by the Commission.

(c) An Access Provider must provide an updated deployment schedule on at least a quarterly basis, and must promptly, and in any event within twenty (20) Business Days, provide or otherwise make available to Access Seekers an updated deployment schedule in accordance with paragraph 6.15.12(a) upon becoming aware of any fact, matter or circumstance which results, or is likely to result, in a material change to any information included in the most recent such plan.

(d) The Access Provider will use reasonable endeavours to consider and consolidate the Access Seeker's input and feedback within 30 days of the Access Seeker providing the feedback to prepare and provide the Access Seeker with:

(i) an indicative list of all ~~Polygon~~ Coverage Areas that the Access Provider intends to roll out in the following calendar year; and

(ii) the indicative scheduled deployment timeframe for each ~~Polygon~~ Coverage Area.

(e) The deployment schedule provided by the Access Provider must contain such information as reasonably necessary to enable the Access Seeker to:

(i) market retail services to Customers and potential Customers;

(ii) compete for the delivery of retail services to Customers and potential Customers; and

(iii) order 5G Services to deliver the retail services to Customers and potential Customers,

such information to be provided to Access Seekers on an equitable and non-discriminatory basis.

(f) Notwithstanding anything in this subsection 6.15.12, the parties acknowledge and agree that:

(i) the Access Provider will define the rollout and configuration of the Access Provider's 5G RAN and 5G Services (including with respect to prioritisation and capacity); and

(ii) any information provided by the Access Provider to the Access Seeker relating to the deployment of the Access Provider's 5G RAN is subject to change.

6.15.13 **Planning Committee:**

(a) The parties must, as soon as reasonably practicable following execution of the Access Agreement, establish a committee comprised of representatives from the Access Provider, the Access Seeker and other Access Seekers (**Planning Committee**).

(b) The Planning Committee must meet at quarterly intervals (or such other frequency agreed between the parties) to collaborate, jointly discuss and exchange information for the purposes of the continuous development and enhancement of the 5G Services.

(c) At meetings of the Planning Committee:

(i) the Access Provider will share relevant information in relation to the Services and the Access Provider's 5G RAN, including:

A. network quality and capability status;

B. status of network coverage;

C. network quality improvement plans;

D. changes in network capability plans; and

E. network coverage expansion plans, as further described in paragraph 6.15.13(d); and

(ii) the Access Seeker will share relevant information reasonably requested by the Access Provider, which may include:

A. forecast capacity requirements;

B. network quality improvement requests;

C. requests for changes in network capability and service features; and

D. requests for network coverage expansion.

(d) Without limiting paragraph 6.15.13(c)(i), the Access Provider shall provide at each meeting of the Planning Committee an up-to-date network rollout coverage and capacity upgrade plan for approval by the Planning Committee, such plan to cover:

(i) the total period over which the Access Provider has developed any internal network rollout plans and any new type of 5G Services, by location and timeframe;

(ii) the construction of new POIs, by location and timeframe;

(iii) the process by which Access Seekers will be notified of the plan and the minimum notice period for changes to the plan; and

(iv) clearly defined processes prior to the relevant go-live date of each ~~Polygon~~ Coverage Area, including coverage planning, technical testing (including handover and acceptance processes), IT testing and integration, and all other tests reasonably necessary to ensure timely and successful go-live.

6.15.14 **Coverage plots and go-live:**

(a) An Access Provider must provide or otherwise make available to the Access Seeker, in ~~Polygon~~ Coverage Area form, coverage plots depicting the coverage and capacity of 5G Services across Malaysia.

(b) An Access Provider must not impose any requirement on an Access Seeker to make the Access Seeker's services available on a national basis or across any other particular geographical scope, for example in

respect of a minimum number of ~~Polygon~~ Coverage Areas. For clarification, an Access Seeker may, in its sole discretion, elect the areas and sites across which it wishes to supply products and services which use 5G Services as an input.

(c) Unless otherwise agreed between an Access Provider and an Access Seeker, the Billing Cycle for 5G Services commences on the go-live date of each relevant ~~Polygon~~ Coverage Area.

6.15.15 **Information disclosure:** In addition to subsection 5.3.7 of this Standard, the Access Provider will disclose any details of the 5G Services offered by the Access Provider not included in the RAO, including details of network coverage maps, locations of active ~~Polygon~~ Coverage Areas, locations of cell sites carrying traffic and POI locations at which physical or virtual co-location is available to Access Seekers.

6.15.16 **Point of interface locations and factors:**

(a) For the purposes of:

(i) paragraph 5.8.2(a) of this Standard, the Access Provider is required to publish on its publicly accessible website and keep an updated ~~a~~ list of the general locations at, or in respect of which, the types of co-location and interconnection set out in paragraphs 5.8.2(a)(i) to 5.8.2(a)(iii) are available. For clarity, paragraph 5.8.2(a) shall not apply to the Access Provider to the extent relating to technically feasible points; and

(ii) paragraphs 5.8.6(a) and 5.8.6(c) of this Standard, the Access Provider shall offer (but shall not require) POI and co-location at each point agreed between the Access Provider and the Access Seeker.

(b) Paragraph 5.8.6(b) of this Standard shall not apply to 5G Services.

6.15.17 **Support:** An Access Provider must provide an Access Seeker with any support reasonably requested by the Access Seeker to permit the Access Seeker to comply with any instruments developed by the Commission, including such modification or variation as may be determined by the Commission from time to time.

6.15.18 **Modularity:** An Access Provider ~~may~~ must supply a 5G service on a modular and unbundled basis, so that an Access Seeker does not have to acquire network components, Facilities and/or Services that are not required for the requested 5G Services. For the avoidance of doubt, an Access Provider ~~but~~shall allow an Access Seeker to acquire a 5G Service on a~~n~~ ~~un~~bundled basis, at the Access Seeker's option.

6.15.19 **Equivalence of Inputs.** An Access Provider must provide 5G Services on an Equivalence of Inputs basis to Access Seekers, including the product, speed tiers, speed, price, timeframes, service level performance, target capacity and terms and conditions that are equivalent to what it provides to itself and/or other Access Seekers.

6.15.20 **Approval of commercial initiatives:** ~~If the terms of an Access Agreement~~ An Access Provider must not require an Access Seeker to request the Access Provider's approval in respect of marketing, pricing, product or other retail promotions, initiatives or launches in connection with any services that use a 5G Service as an input. ~~(**initiatives**), then:~~

~~(a) the Access Provider must approve any such request within a reasonable timeframe, and in any event within such timeframe as the Access Provider typically approves its own initiatives; and~~

~~(b) any such approval must not be unreasonably withheld or delayed.~~

6.15.21 **Continuous improvements:** An Access Provider must use reasonable endeavours to implement continuous improvements in the provision of 5G Services, including by:

(a) improving the performance and the efficiency of 5G Services during the term of an Access Agreement; and

(b) introducing new products and services to the extent the Access Provider considers that such products and services can feasibly be added to its 5G RAN.

6.15.22 **Product Committee:**

(a) An Access Provider must invite Access Seekers who have entered into an Access Agreement for 5G Services to participate in a committee with other Access Seekers run and facilitated by the Access Provider on

at least a half-yearly basis (or such other frequency mutually agreed between the Access Provider and the Access Seeker) during the term of an Access Agreement to share and discuss new product updates, and potential future releases of new or amended 5G Services (**Product Committee**).

(b) An Access Provider must participate constructively in the Product Committee, including considering and discussing in good faith any product ideas, suggestions and feedback proposed by other members of the Product Committee.

(c) Discussions held during, and any information provided in connection with, the Product Committee meetings are considered to be the Confidential Information of the party providing that information.

(d) Notwithstanding anything in this subsection 6.15.22, an Access Provider retains, at all times, sole and absolute discretion regarding the timeline for rolling out any changes to the Services.

6.15.23 Not used. ~~**Change to the technical details of a Service:**~~

~~(a) If at any time during the term of the Access Agreement, the Access Provider wishes to amend the technical details of an existing 5G Service, the Access Provider must issue the Access Seeker with a notice outlining:~~

~~(i) the proposed amendments to the technical details;~~

~~(ii) when the proposed amendments are proposed to be introduced;~~

~~(iii) any proposed amendments to the pricing for the relevant 5G Service; and~~

~~(iv) inviting the Access Seeker to provide any written feedback and to take part in consultations run by the Access Provider,~~

~~(the notice being a **Change to Service Notice**).~~

~~(b) Following the Change to Service Notice being issued, the Access Provider agrees to run a consultation period with the Access Seeker~~

~~and the other Access Seekers in accordance with the process set out in the Operations Manual.~~

~~(c) During the consultation period described in paragraph 6.15.23(b), the Access Seeker may submit a written response to the Access Provider addressing the Change to Service Notice.~~

~~(d) The Access Provider agrees to consider any written feedback provided by the Access Seeker in accordance with paragraph 6.15.23(c) in good faith, and provide a copy of such feedback to the Commission.~~

~~(e) The Access Seeker acknowledges and agrees that prior to making any changes to the technical details of a Service effective, the Access Provider may first test those changes on a trial basis.~~

6.15.24 **Introduction of a new Service:**

(a) If at any time during the term of the Access Agreement, the Access Provider wishes to add a new 5G Service, the Access Provider must issue the Access Seeker with a notice outlining:

(i) the proposed new 5G Service;

(ii) the technical details of the proposed new 5G Service;

(iii) where the proposed new 5G Service will be rolled out and when;

(iv) the proposed pricing for the proposed new 5G Service; and

(v) inviting the Access Seeker to provide any written feedback and to take part in consultations run by the Access Provider,

(the notice being a **New Service Notice**).

(b) The Access Provider must discuss the introduction of a new 5G Service at the Product Committee before providing a New Service Notice.

(c) Following the New Service Notice being issued, the Access Provider agrees to run a consultation period with the Access Seeker and the other Access Seekers in accordance with the process set out in the Operations Manual.

(d) During the consultation period described in paragraph 6.15.24(c), the Access Seeker may submit a written response to the Access Provider addressing the New Service Notice.

(e) The Access Provider agrees to consider any written feedback provided by the Access Seeker in accordance with paragraph 6.15.24(d) in good faith, and provide a copy of such feedback to the Commission.

(f) The Access Seeker acknowledges and agrees that prior to making a new Service available, the Access Provider may first make the proposed new Service available on a trial basis.

6.15.25 **Removal of a Service:**

(a) Prior to removing a 5G Service, the Access Provider must issue the Access Seeker and the Commission with written notice outlining:

(i) the 5G Service that is proposed to be removed;

(ii) when the 5G Service is proposed to be removed (such period to be no less than 6 months); and

(iii) the reason for the removal of the 5G Service;

(the notice being a **Removal of Service Notice**).

(b) Within 60 days of receiving the Removal of Service Notice, the Access Seeker may issue the 5G Service with a notice requesting either:

(i) the ongoing continuation of the 5G Service the subject of the Removal of Service Notice, in which case the Access Seeker must include in the notice:

A. an explanation as to why the 5G Service should continue; and

B. an outline of the impact that discontinuing the 5G Service would have on the Access Seeker; or

(ii) that the removal of the 5G Service the subject of the Removal of Service Notice is delayed for an additional period of time, in which case the Access Seeker must include in the notice:

A. the additional time requested by the Access Seeker prior to the removal of the relevant 5G Service; and

B. an explanation as to why the removal of the 5G Service should be delayed,

(such notice being the **Removal of Service Notice Reply**).

(c) If the Access Seeker does not issue a Removal of Service Notice Reply in accordance with paragraph 6.15.25(b) the Access Provider may proceed to remove the relevant Service with the Commission's written consent and subject to any time delay or conditions which the Commission may specify (if any).

(d) If the Access Seeker issues a Removal of Service Notice Reply in accordance with paragraph 6.15.25(b), the appropriate representative of each party must promptly meet to discuss in good faith the Removal of Service Notice Reply. As a part of these discussions, the Access Provider may invite any other Access Seekers who issued a similar notice to the Removal of Service Notice Reply to take part in the discussions.

(e) At any time following the issuing of a Removal of Service Notice, the Access Provider may (at its absolute discretion):

(i) amend the terms of the Removal of Service Notice (in which case the Access Provider must provide the Access Seeker with an additional 30 days' notice of any such amendments); or

(ii) rescind the Removal of Service Notice, provided any such rescission occurs no less than thirty (30) days prior to the proposed date for the removal of the relevant 5G Service in the Removal of Service Notice.

(f) If, following the meeting of the parties in accordance with ~~section~~ paragraph 6.15.25(d), the Access Seeker continues to have concerns regarding the Removal of Service Notice, the Access Seeker may escalate the issue to the Commission in accordance with the Dispute Resolution Procedures.

6.15.26 **Changes to the 5G Services required by Law:**

(a) Notwithstanding anything to the contrary in this section 6.15, the Access Provider may change the 5G Services (including by adding or removing a 5G Service) at any time and only by providing as much notice as is practicable in the circumstances where the change is:

(i) necessary to comply with any applicable law or reasonably necessary or otherwise desirable to comply with or respond to a regulatory event;

(ii) in response to a direction or determination made by the Minister relating to the subject matter of this subsection 6.15;

(iii) if the Commission issues a direction or determination relating to the subject matter of this subsection 6.15;

(iv) if the Act is amended in relation to the subject matter of this subsection 6.15; or

(v) if a condition of the Access Provider's licence is amended or deleted or a new condition is imposed in relation to the subject matter of this subsection 6.15.

(b) The Access Provider shall:

(i) where reasonably practicable and without preventing the Access Provider from complying with any applicable legal obligation, consult with Access Seekers prior to any changes required under ~~subsection~~ paragraph 6.15.26(a); and

(ii) provide an analysis of the impact of any change required under ~~subsection~~ paragraph 6.15.26(a), where such change will have, or could reasonably be expected to have, a materially detrimental impact on the Access Seeker.

6.15.27 **Quality of Service:**

(a) An Access Provider shall comply with any applicable mandatory standard on QoS for 5G Services from the date that such mandatory standard on QoS in relation to 5G Services comes into effect, and until such date the Access Provider shall provide access to 5G Services for Access Seekers in accordance with service levels set out in the relevant RAO.

(b) Without limiting paragraph 6.15.27(a), the Access Provider must ensure that 5G Services supplied by the Access Provider comply at all times with 3GPP standards.

6.15.28 **Amount of Rebate:** The amount of any rebate specified in the relevant RAO for failure to meet the relevant service levels and KPIs set out in that RAO shall apply until any applicable mandatory standard on QoS for 5G Services comes into effect. From the date that such mandatory standard on QoS in relation to 5G Services comes into effect, the amount of any rebate shall, at a minimum, reflect any diminution in value (including any rebates paid by the Access Seeker to end users) in the 5G Service provided to the Access Seeker due to the Access Provider's failure to comply with the relevant service level and KPIs applicable under the mandatory standard on QoS.

6.16 ~~IP TRANSIT SERVICE~~ NOT USED

6.16.1 ~~**Application:** This subsection 6.16 applies where access to the IP Transit Service has been requested or is to be provided.~~

6.16.2 ~~**Forecasts**: For the purposes of subsection 5.6.6 of this Standard, an Access Provider shall only request Forecasts where:~~

~~(a) the maximum period of time covered by Forecasts regarding the IP Transit Service is three (3) years;~~

~~(b) the minimum intervals or units of time to be used in Forecasts regarding the IP Transit Service is one (1) year; and~~

~~(c) the maximum frequency to update or to make further Forecasts regarding the IP Transit Service is once a year.~~

6.16.3 **Acknowledgement of receipt:** For the purposes of subsection 5.7.5 of this Standard, an Access Provider shall acknowledge receipt of each Order for an IP Transit Service within two (2) Business Days.

6.16.4 **Time for acceptance or rejection:** Subject to any shorter timeframe required under subsection 5.7.12 of this Standard, an Access Provider must notify an Access Seeker that an Order for an IP Transit Service is accepted or rejected within fifteen (15) Business Days after:

(a) issuing the Notice of Receipt in respect of the Order, where the Access Provider did not undertake any post-Order Service Qualification for that Order under subsection 5.7.8 of this Standard; or

(b) providing the Access Seeker with the result of post-Order Service Qualification under subsection 5.7.9 of this Standard, where the Access Provider has undertaken post-Order Service Qualification for that Order under subsection 5.7.8 of this Standard.

6.16.5 **Indicative delivery timeframe:** For the purposes of paragraph 5.7.13(a)(i) of this Standard, the indicative delivery timeframe for the IP Transit Service is:

(a) twenty (20) Business Days if the IP Transit Service is requested at an existing POI between the Access Provider and the Access Seeker; or

(b) four (4) months if the IP Transit Service is requested at a new POI between the Access Provider and the Access Seeker.

For clarification, the activation timeframe in this subsection 6.16.5 commences from the Notice of Acceptance or confirmation of the Order (as applicable) in accordance with subsection 5.7.14 of this Standard.

6.16.6 **Billing cycle:** For the purposes of subsection 5.11.3 of this Standard, between the Operators, the Billing Cycle for IP Transit Service will be quarterly.

6.16.7 **Reporting:** An Access Provider must report to the Commission information and details relating to IP Transit Service which may be requested by the Commission.

6.16.8 **Ground for refusal:** In addition to the grounds for refusal in subsection 5.4.11 of this Standard, an Access Provider may refuse an Access Request to IP

~~Transit Service to the extent (and only to the extent that) peering facilities are available and provided by the Access Provider in the region.~~

6.17 ACCESS TO DARK FIBRE

6.17.1 **Application:** This subsection 6.17 applies where Access to Dark Fibre has been requested or is to be provided.

6.17.2 **Forecasts:** For the purposes of subsection 5.6.6 of this Standard, an Access Provider shall only request Forecasts where:

(a) the maximum period of time covered by Forecasts regarding Access to Dark Fibre is one (1) year;

(b) the minimum intervals or units of time to be used in Forecasts regarding Access to Dark Fibre is one (1) year; and

(c) the maximum frequency to update or to make further Forecasts regarding Access to Dark Fibre is once a year.

6.17.3 **Acknowledgement of receipt:** For the purposes of subsection 5.7.5 of this Standard, an Access Provider shall acknowledge receipt of each Order for Access to Dark Fibre within two (2) Business Days.

6.17.4 **Time for acceptance or rejection:** Subject to any shorter timeframe required under subsection 5.7.12 of this Standard, an Access Provider must notify an Access Seeker that an Order for Access to Dark Fibre is accepted or rejected within ten (10) Business Days after:

(a) issuing the Notice of Receipt in respect of the Order, where the Access Provider did not undertake any post-Order Service Qualification for that Order under subsection 5.7.8 of this Standard; or

(b) providing the Access Seeker with the result of post-Order Service Qualification under subsection 5.7.9 of this Standard, where the Access Provider has undertaken post-Order Service Qualification for that Order under subsection 5.7.8 of this Standard.

6.17.5 **Indicative delivery timeframe:** For the purposes of paragraph 5.7.13(a)(i) of this Standard, the indicative delivery timeframe for Access to Dark Fibre is twenty (20) Business Days. For clarification, the indicative delivery timeframe in this paragraph 6.17.5 commences from the Notice of Acceptance or confirmation of the Order (as applicable) in accordance with subsection 5.7.14 of this Standard.

6.17.6 **Billing Cycle:** For the purposes of subsection 5.11.3 of this Standard, between the Operators, the Billing Cycle for Access to Dark Fibre will be one (1) year in advance for the first year and monthly in advance for subsequent years.

6.17.7 **Reporting:** As required under paragraph 5.3.12(l) of this Standard, an Access Provider shall notify the Commission in writing details of:

(a) each area in which the Access Provider has been granted exclusive rights to deploy fibre infrastructure, as a result of a law, regulation, policy, contract, arrangement, understand or practice that prohibits the deployment of new fibre infrastructure by another person;

(b) each data centre to which the Access Provider owns or operates fibre infrastructure and, for each such data centre:

(i) whether there are any space or capacity constraints in the relevant ducts or manholes at a point of entry into that data centre;

(ii) whether other persons are prohibited from deploying their own fibre infrastructure to a point of entry into that data centre because of contracts, arrangements, understandings or practices between the Access Provider and any person; and

(c) each location in which an Access Seeker has requested the supply of Access to Dark Fibre.

6.17.8 **Maintenance and rectification:** An Access Provider shall:

(a) ensure that it maintains in reasonable working condition all fibre infrastructure that falls within the service description of Access to Dark Fibre, subject to paragraph 6.17.8(b); and

(b) on notice by an Access Seeker, or upon otherwise becoming aware, that any fibre infrastructure that falls within the service description of Access to Dark Fibre does not comply with paragraph 6.17.8(a), perform within forty (40) Business Days such activities as required to rectify such non-compliance; and

If the fibre infrastructure that is only used by the Access Seeker is beyond repair and both Access Provider and Access Seeker agree that replacement is required, the Parties shall mutually agree on the reasonable costs to be shared between the Access Provider and the Access Seeker.

6.17.9 **Equivalence of Inputs:** An Access Provider must provide Access to Dark Fibre on an Equivalence of Inputs basis to Access Seekers, including with information that is of the same degree of reliability and currency as that which it provides itself, including but not limited to:

(a) information relating to the locations at which Access to Dark Fibre is available; and

(b) any other information that is reasonably required by the Access Seeker to enable the Access Seeker to place an Order for Access to Dark Fibre.

6.17.10 **Modularity**: An Access Provider must provide Access to Dark Fibre on a modular and unbundled basis so that the Access Seeker does not have to acquire:

(a) network components, Facilities and/or Services that are not required for Access to Dark Fibre to be provided; and

(b) an entire fibre route, a combination of fibre routes, or any other combination of components or segments comprising Access to Dark Fibre, unless specifically requested by the Access Seeker.

6.18 4G MULTI-OPERATOR CORE NETWORK ("MOCN") ACCESS

6.18.1 **Application:** This subsection 6.18 applies where 4G Multi-Operator Core Network ("MOCN") Access has been requested or is to be provided.

6.18.2 **Forecasts:** For the purposes of subsection 5.6.6 of this Standard, an Access Provider may determine the Forecasts which it requires from an Access Seeker to provide 4G MOCN Access including with regard to:

(a) the network components, Facilities and/or Services to be supplied as part of 4G MOCN Access;

(b) the maximum periods covered by the Forecasts;

(c) the minimum intervals or units of time used in Forecasts; and

(d) the maximum frequency of the Forecasts or updates to the Forecasts.

6.18.3 **Limitation of Forecasts**: An Access Provider must ensure that Forecasts under subsections 5.6.6 and 6.18.2 of this Standard are no more onerous than either of:

(a) what is necessary for the Access Provider to supply 4G MOCN Access without adversely affecting the Access Provider's Network; and

(b) the forecasting which the Access Provider provides to itself for network planning and provisioning equivalent services.

6.18.4 **Acknowledgement of receipt:** For the purposes of subsection 5.7.5 of this Standard, an Access Provider shall acknowledge receipt of each Order for 4G MOCN Access within two (2) Business Days.

6.18.5 **Time for acceptance or rejection:** Subject to any shorter timeframe required under subsection 5.7.12 of this Standard, an Access Provider must notify an Access Seeker that an Order for 4G MOCN Access is accepted or rejected within ten (10) Business Days after:

(a) issuing the Notice of Receipt in respect of the Order, where the Access Provider did not undertake any post-Order Service Qualification for that Order under subsection 5.7.8 of this Standard; or

(b) providing the Access Seeker with the result of post-Order Service Qualification under subsection 5.7.9 of this Standard, where the Access Provider has undertaken post-Order Service Qualification for that Order under subsection 5.7.8 of this Standard.

6.18.6 **Indicative delivery timeframe:** For the purposes of paragraph 5.7.13(a)(i) of this Standard, the indicative delivery timeframe for 4G MOCN Access is thirty (30) Business Days. For clarification, the indicative delivery timeframe in this subsection 6.18.6 commences from the Notice of Acceptance or confirmation of the Order (as applicable) in accordance with subsection 5.7.14 of this Standard.

6.18.7 **Billing Cycle:** For the purposes of subsection 5.11.3 of this Standard, between the Operators, the Billing Cycle for 4G MOCN Access will be monthly.

6.18.8 **Reporting:** The Access Provider must report to the Commission information and details relating to 4G MOCN Access which may be requested by the Commission.

6.18.9 **Non-discrimination:**

(a) For the purposes of subsection 4.1.5 of this Standard, the Access Provider must not, in complying with the SAO set out in the Act, discriminate:

(i) between Access Seekers; or

(ii) in favour of itself,

unless the Access Provider has reasonable grounds to believe the Access Seeker would fail, to a material extent, to comply with the terms and conditions on which the Access Provider complies, or on which the Access Provider is reasonably likely to comply, with the relevant obligation. Examples of such grounds include:

(iii) evidence that the Access Seeker is not creditworthy; and

(iv) repeated failures by the Access Seeker to comply with the terms and conditions on which the same or similar access has been provided (whether or not by the Access Provider).

(b) Examples of activities in respect of which the Access Provider must not discriminate between Access Seekers or in favour of itself include:

(i) extending or enhancing the capability of the Access Provider's 4G RAN equipment, including any configurations or enhancements to the Access Provider's 4G RAN equipment which render commercially impracticable the integration of the Access Seeker's existing 4G core network with the Access Provider's 4G RAN equipment;

(ii) an activity that is preparatory to supply of 4G MOCN Access;

(iii) an activity that is ancillary or incidental to the supply of a 4G MOCN Access;

(iv) site activation in connection with 4G MOCN Access;

(v) access to 4G MOCN Access within specific geographic areas or sites;

(vi) access to specific technical elements of 4G MOCN Access;

(vii) integration support in connection with 4G MOCN Access;

(viii) communication of changes in connection with 4G MOCN Access; and

(ix) giving information to Access Seekers about any of the above activities.

6.18.10 **Information disclosure:** In addition to subsection 5.3.7 of this Standard, the Access Provider must, within the timeframe specified in subsection 5.3.7 of this Standard, disclose to the Access Seeker any details of the 4G MOCN Access offered by the Access Provider not included in the RAO, including:

(a) the location of the sites where the Access Provider owns or operates 4G RAN equipment in Malaysia;

(b) the technical specifications of the RAN equipment at each site, as well as the tower facilities and other passive assets where such RAN equipment is installed;

(c) network coverage maps; and

(d) POI locations at which physical or virtual co-location is available to Access Seekers,

and must notify the Access Seeker of any updates to the information in paragraphs 6.18.10(a) to 6.18.10(d) at least on a quarterly basis.

6.18.11 **Modularity and site-by-site supply:**

(a) An Access Provider must provide 4G MOCN Access on a modular and unbundled basis so that the Access Seeker does not have to acquire network components, Facilities or Services that are not required for 4G MOCN Access to be provided.

(b) An Access Seeker may, in its sole discretion, elect the areas or sites in respect of which it acquires 4G MOCN Access and in respect of which it wishes to supply products and services which use 4G MOCN Access as an input.

(c) An Access Provider must not impose any requirement on an Access Seeker to make the Access Seeker's services available on a national basis or across any other particular geographical scope (for example, in respect of a minimum number of sites or coverage areas).

6.18.12 **Equivalence of Inputs.** An Access Provider must provide 4G MOCN Access on an Equivalence of Inputs basis to Access Seekers, including product features, access to types of 4G mobile technologies, speed tiers, speed, price, timeframes, service level performance, target capacity and terms and conditions that are equivalent to what it provides to itself and/or other Access Seekers.

6.18.13 **Approval of commercial initiatives:** An Access Provider must not require an Access Seeker to request the Access Provider's approval in respect of marketing, pricing, product or other retail promotions, initiatives or launches in connection with any services that use 4G MOCN Access as an input.

6.18.14 **Capacity Allocation Policy:** In addition to subsection 5.7.32 of this Standard, if an Access Provider determines that space or capacity is unavailable or insufficient to fulfil an Order for 4G MOCN Access, the Access Provider must provide the Access Seeker with written notice setting out:

(a) the specific basis for the space or capacity constraint;

(b) the steps, if any, that the Access Provider has taken or proposes to take to augment the available space or capacity; and

(c) where the Access Provider reasonably anticipates that space or capacity will become available, an indicative timeframe within which such space or capacity is expected to become available, to the extent this can reasonably be determined at the time of notification.

6.19 BROADCASTING TRANSMISSION SERVICE

6.19.1 **Application:** This subsection 6.19 applies where access to a Broadcasting Transmission Service has been requested or is to be provided.

6.19.2 **Forecasts:** For the purposes of subsection 5.6.6 of this Standard, an Access Provider shall only request Forecasts where:

(a) the maximum period of time covered by Forecasts regarding Broadcasting Transmission Services is one (1) year;

(b) the minimum intervals or units of time to be used in Forecasts regarding Broadcasting Transmission Services is one (1) year; and

(c) the maximum frequency to update or to make further Forecasts regarding Broadcasting Transmission Services is once a year.

6.19.3 **Acknowledgement of receipt:** For the purposes of subsection 5.7.5 of this Standard, an Access Provider shall acknowledge receipt of each Order for a Broadcasting Transmission Service within two (2) Business Days.

6.19.4 **Time for acceptance or rejection:** Subject to any shorter timeframe required under subsection 5.7.12 of this Standard, an Access Provider must notify an Access Seeker that an Order for a Broadcasting Transmission Service is accepted or rejected within ten (10) Business Days after:

(a) issuing the Notice of Receipt in respect of the Order, where the Access Provider did not undertake any post-Order Service Qualification for that Order under subsection 5.7.8 of this Standard; or

(b) providing the Access Seeker with the result of post-Order Service Qualification under subsection 5.7.9 of this Standard, where the Access Provider has undertaken post-Order Service Qualification for that Order under subsection 5.7.8 of this Standard.

6.19.5 **Indicative delivery timeframe:** For the purposes of paragraph 5.7.13(a)(i) of this Standard, and unless otherwise agreed between the Access Provider and Access Seeker having regard to the volume of the relevant Order(s), the indicative delivery timeframe for a Broadcasting Transmission Service is:

(a) if no new network facilities are required to supply the Broadcasting Transmission Service, twenty (20) Business Days for Urban Areas, thirty (30) Business Days for non-urban areas and mutually agreed upon timeline between Access Seeker and Access Provider for geographically difficult regions (like unpaved roads, hills, and remote islands); or

(b) if new network facilities are required to supply the Broadcasting Transmission Service, sixty (60) Business Days for Urban Areas, ninety (90) Business Days for non-urban areas and mutually agreed upon timeline between Access Seeker and Access Provider for geographically difficult regions (like unpaved roads, hills, and remote islands).

The indicative delivery timeframe in:

(c) paragraph 6.19.5(a) commences from the Notice of Acceptance or confirmation of the Order (as applicable) in accordance with subsection 5.7.14 of this Standard; and

(d) paragraph 6.19.5(b) commences from the date that Access Provider has obtained all necessary permits and approvals in relation to the new network facilities, subject to Access Provider using its best endeavours to apply for and obtain all such permits and approvals in a timely manner.

6.19.6 **Billing Cycle:** For the purposes of subsection 5.11.3 of this Standard, between the Operators, the Billing Cycle for Broadcasting Transmission Services will be quarterly.

6.19.7 **Reporting:** As required under paragraph 5.3.12(l) of this Standard, upon request by the Commission, an Access Provider shall, in respect of Broadcasting Transmission Services offered or supplied by the Access Provider, provide the following details to the Commission in writing:

(a) each technically feasible network point at which a Broadcasting Transmission Service is offered and supplied (and, in the case of supply, the Access Seekers to whom the Broadcasting Transmission Services are supplied at those points);

(b) each network interface and digital protocol (including Internet Protocols and MPEG-TS) through which a Broadcasting Transmission Service is offered and supplied (and, in the case of supply, the Access Seekers to whom the Broadcasting Transmission Services are supplied using those interfaces and protocols);

(c) each transmission rate at which a Broadcasting Transmission Service is offered and supplied (and, in the case of supply, the Access Seekers to whom the Broadcasting Transmission Services are supplied at those transmission rates);

(d) the technical parameters associated with each Broadcasting Transmission Service supplied, including network availability levels, latency, jitter and the number of routes of redundancy provided;

(e) where applicable, the specific ancillary services provided in conjunction with the Broadcasting Transmission Service, as specified in paragraph 5(22)(e) of the Access List Determination; and

(f) whether the Broadcasting Transmission Service is supplied in conjunction with any other Facility and/or Service.

6.19.8 **No bundling and modularity:** An Access Provider shall not require an Access Seeker to purchase a Broadcasting Transmission Service together with any other Facility and/or Service. An Access Provider must also provide the Broadcasting Transmission Service on a modular and unbundled basis such that the Access Seeker may acquire:

(a) the Broadcasting Transmission Service without any of the ancillary services specified in paragraph 5(22)(e) of the Access List Determination; or

(b) the Broadcasting Transmission Service with one or more, or all, of the ancillary services specified in paragraph 5(22)(e) of the Access List Determination.

6.19.9 **Quality of service:** An Access Provider shall provide access to Broadcasting Transmission Service to Access Seekers in accordance with the quality of service parameters set out in the table below, and otherwise on an equivalent basis as it provides for itself:

Parameter	Threshold %
Network availability	Between 99.90% and 99.992%, whether per month or otherwise
Latency	< 20ms
Jitter	< 10ms

6.19.10 **Rebate:** An Access Provider shall discuss and negotiate with the Access Seeker in good faith the provision of a rebate in respect of each Billing Cycle in which the service level availability of any Broadcasting Transmission Service provided by the Access Provider does not meet the relevant service level availability mutually agreed between the Access Seeker and the Access Provider, other than to the extent to which such non-compliance arises due to:

(a) any act or omission of the Access Seeker other than in accordance with the directions of the Access Provider; or

(b) Force Majeure.

6.19.11 **Amount of rebate:** The amount of any rebate for the purposes of subsection 6.9.10 shall, at a minimum, reflect:

(a) the reduced costs that would have been incurred by the Access Seeker in acquiring Broadcasting Transmission Service with a service level availability equivalent to that provided by the Access Provider; and

(b) any other diminution in value (including any rebates paid by the Access Seeker) in the Broadcasting Transmission Service provided to the Access Seeker due to the Access Provider's failure to comply with the service level availability mutually agreed between the Access Seeker and the Access Provider.

The maximum cap on the rebate amount offered shall be a sum mutually agreed upon between the Access Provider and Access Seeker.

6.19.12 **Equivalence of Inputs:** An Access Provider must provide Broadcasting Transmission Services on an Equivalence of Inputs basis to Access Seekers, including the product, speed tiers, speed, price, timeframes, service level performance and terms and conditions that are equivalent to what it provides to itself and/or another Access Seeker.

6.20 ACCESS TO IN-BUILDING MOBILE SYSTEMS

6.20.1 **Application:** This subsection 6.20 applies where Access to In-Building Mobile Systems has been requested or is to be provided.

6.20.2 **Forecasts:** For the purposes of subsection 5.6.6 of this Standard, an Access Provider shall only request Forecasts where:

(a) the maximum period of time covered by Forecasts regarding Access to In-Building Mobile Systems is one (1) year;

(b) the minimum intervals or units of time to be used in Forecasts regarding Access to In-Building Mobile Systems is one (1) year; and

(c) the maximum frequency to update or to make further Forecasts regarding Access to In-Building Mobile Systems is once a year.

6.20.3 **Acknowledgement of receipt:** For the purposes of subsection 5.7.5 of this Standard, an Access Provider shall acknowledge receipt of each Order for Access to In-Building Mobile Systems within two (2) Business Days.

6.20.4 **Time for acceptance or rejection:** Subject to any shorter timeframe required under subsection 5.7.12 of this Standard, an Access Provider must notify an Access Seeker that an Order for Access to In-Building Mobile Systems is accepted or rejected within ten (10) Business Days after:

(a) issuing the Notice of Receipt in respect of the Order, where the Access Provider did not undertake any post-Order Service Qualification for that Order under subsection 5.7.8 of this Standard; or

(b) providing the Access Seeker with the result of post-Order Service Qualification under subsection 5.7.9 of this Standard, where the Access Provider has undertaken post-Order Service Qualification for that Order under subsection 5.7.8 of this Standard.

6.20.5 **Indicative delivery timeframe:** For the purposes of paragraph 5.7.13(a)(i) of this Standard, the indicative delivery timeframe for Access to In-Building Mobile Systems is:

(a) for existing Common Antenna Systems and Active In-Building Elements, forty (40) Business Days; or

(b) for new Common Antenna Systems and Active In-Building Elements, one hundred and twenty (120) Business Days.

The indicative delivery timeframe in this subsection 6.20.5 commences from the Notice of Acceptance or confirmation of the Order (as applicable) in accordance with subsection 5.7.14 of this Standard.

6.20.6 **Billing Cycle:** For the purposes of subsection 5.11.3 of this Standard, between the Operators, the Billing Cycle for Access to In-Building Mobile Systems will be one (1) year in advance for the first year and monthly (or such other mutually agreed period) in advance for subsequent years.

6.20.7 **Physical access:** Where required to fulfil an Order for Access to In-Building Mobile Systems or for the Access Seeker to perform operations or maintenance activities, an Access Provider shall allow an Access Seeker, its nominated employees and/or contractors to physically access the Access Provider's central equipment room, Common Antenna Systems and Active In-Building Elements and the Access Seeker's Equipment, and to have physical control over the Access Seeker's Equipment located at such network facilities, at equivalent times and in accordance with equivalent processes and procedures as are applicable to itself.

6.20.8 **Nominated personnel:** The employees and/or contractors nominated by the Access Seeker under subsections 6.20.7, 6.20.9 and 6.20.10 of this Standard will be reasonable, having regard to:

(a) the position of each person and the number of persons nominated; and

(b) the position of each of the Access Provider's own personnel and the number of the Access Provider's personnel to which the Access Provider provides physical access to such network facilities.

6.20.9 **Escorts:** An Access Provider is only permitted to require an escort to be present when nominated employees and/or contractors of the Access Seeker wish to enter into the Access Provider's property if the Access Provider requires an escort for its own contractors in the same circumstances. If an Access Provider determines that it is necessary to have an escort present when the nominated employees and/or contractors of the Access Seeker wish to enter into the Access Provider's property, the Access Provider shall:

(a) bear the costs of such escort service;

(b) subject to paragraph 6.20.9(d) of this Standard, provide immediate physical access to the Access Seeker for emergency maintenance requests, twenty-four (24) hours a day, seven (7) days a week;

(c) subject to paragraph 6.20.9(d) of this Standard, provide physical access at the time requested by an Access Seeker for planned maintenance requests on the shorter of:

(i) two (2) Business Days' notice for manned sites and five (5) Business Days' notice for unmanned sites; and

(ii) the period of notice which it requires from itself when providing itself with physical access for planned maintenance;

(d) for both planned and emergency maintenance requests at unmanned sites only, have its escort arrive within the shorter of:

(i) thirty (30) minutes of time required by the Access Seeker pursuant to paragraph 6.20.9(b) or 6.20.9(c) of this Standard (as applicable) plus a reasonable window to allow for travel time (which must be estimated in an operations and maintenance manual given to the Access Seeker, or estimated at the time of responding to the Access Seeker's physical access request); and

(ii) the period of time it requires for its escorts to arrive for planned and emergency maintenance at unmanned sites.

6.20.10 **Absence of escort:** For the purposes of subsection 6.20.7 of this Standard, if an escort does not arrive at the Access Provider's property within the timeframe specified in subsection 6.20.9, the Access Seeker's nominated employees and/or contractors may proceed to enter the Access Provider's property without an escort.

6.20.11 **Site register:** The Access Seeker must establish and maintain a register of all persons who visit the Access Provider's property on the Access Seeker's behalf, which must be made available for inspection by the Access Provider, upon request.

6.20.12 **Utilities and ancillary services:** The Access Provider must, where the relevant utilities and ancillary services are within the Access Provider's control, ensure that all necessary utilities and ancillary services are provided to enable the Access Seeker to benefit from such access to the same extent that the Access Provider provides to itself, including but not limited to:

(a) access to land;

(b) entry to and access into the building where the Common Antenna Systems and Active In-Building Elements are located;

(c) power, including the provision of back-up power, subject to mutual agreement between the Access Seeker and the Access Provider;

(d) environmental services (including but not limited to heat, light, ventilation and air-conditioning, fire protection);

(e) security, taking care to ensure that its agents, representatives or sub-contractors do not damage any Equipment, and keeping the location secure and protected from vandalism or theft; and

(f) site maintenance.

6.20.13 **Cost:** The utility and ancillary costs in respect of the network facilities provided by the Access Provider to the Access Seeker as contemplated in subsection 6.20.12 of this Standard shall be apportioned (in accordance with the cost causation principle and fair and equitable principles) and mutually agreed between the Access Provider and all Access Seekers at the relevant location.

6.20.14 **Service Assurance Targets for Access to In-Building Mobile Systems:**

Severity	Service Definition	Fault Type (including but not limited)	Response Time	Progress Update Frequency	Temporary Restoration Time	Rectification Time	Incident Report (RCA) Issuance
Level 1	Hub Sites *(a site with more than 5 child sites)*	• Outage caused by fault of AC power supply system owned by Access Provider • Outage caused by power issue at landlord/building	1 hour	Every 1 hour	4 hours	48 hours	48 hours

Severity	Service Definition	Fault Type (including but not limited)	Response Time	Progress Update Frequency	Temporary Restoration Time	Rectification Time	Incident Report (RCA) Issuance
		• Outage caused by CME issues • Outage due to flooding					
Level 2	End Sites *(Site that is not a Hub Site)*	• Outage caused by fault of AC power supply system owned by Access Provider • Outage caused by power issue at landlord/building • Outage caused by CME issues • Outage due to flooding	1 hour	Every 2 hours	4 hours	7 Business Days	5 Business Days
Level 3	No Service Affecting Fault	Issues related to power system asset belonging to Access Provider, landlord/building site access or CME issues	1 hour	Every 24 hours	24 hours	14 Business Days	N/A

(i) All faults reported shall be ascribed with a Severity Level set out above and Parties shall cooperate with one another to achieve Rectification Times based on the severity of the fault reported.

(ii) "Progress Update Frequency" means the frequency at which the Access Seeker may call the Access Provider for restoring the fault to obtain a verbal or written progress update.

(iii) "Response Time" refers to the time for the Access Provider to respond to the fault and is measured from the time the fault is reported by the Access Seeker to the Access Provider.

(iv) "Rectification Time" refers to the time for the Access Provider to rectify a fault and is determined by the period the reporting of a fault by the Access Seeker to the Access Provider and the rectification of the fault on a permanent basis.

(v) "Temporary Restoration Time" refers to the time for the Access Provider to temporarily rectify a fault and is determined by the period between the reporting of a fault by the Access Seeker to the Access Provider and the rectification of the fault on a temporary basis.

6.20.15 **Rebates:** If the Access Provider is unable to provide Access to In-Building Mobile Systems due to negligence on its part (e.g., poorly designed structure or platform that does not function properly, the Access Provider failed to pay rental to its landlord on time, the Access Provider failed to provide site access), without limiting the Access Provider's obligation to provide any applicable rebates under subsection 5.7.33 of this Standard, affected Access Seekers are entitled to a rebate for not meeting the Service Assurance Target under subsection 6.20.14 above, which shall at a minimum reflect the rental amount paid or to be paid by the Access Seeker to the Access Provider for the period of site downtime.

6.20.16 **Augmentation of Common Antenna Systems and Active In-Building Elements:** The Access Provider shall use all reasonable endeavours to augment Common Antenna Systems and Active In-Building Elements to the extent required to enable the Access Provider to supply access to such Common Antenna Systems and Active In-Building Elements on request by an Access Seeker.

SECTION 7: STANDARD ADMINISTRATION AND COMPLIANCE

7.1 ENFORCEMENT OF THIS STANDARD

7.1.1 **Legislative background**: The Act governs:

(a) the manner in which the Commission may develop and apply this Standard; and

(b) the operation of this Standard.

7.1.2 **Mandatory compliance:** Compliance with this Standard is mandatory.

7.1.3 **Compliance directions from the Commission:** For the purposes of section 51 of the Act, the Commission may direct persons or a class of persons to comply with the Act. A person who is subject to this Standard under ~~sub~~section 3.2.1 is required to comply with this Standard under ~~sub~~section 105(3) of the Act. Under section 51, the Commission may direct a person specified in subsection 3.2.1 to comply with ~~sub~~section 105(3) of the Act.

7.1.4 **Content Obligations, Service Specific Obligations and Commission directions:** In respect of the Content Obligations contained in subsections 5.5 to 5.16 of this Standard and the Service Specific Obligations contained in section 6 of this Standard, the Commission may make a direction with the effect of:

(a) requiring persons to incorporate a particular content into their RAO or an Access Agreement;

(b) requiring persons to comply with the obligation, irrespective of whether it is contained in their RAO, or any Access Agreement, or not; or

(c) both paragraphs 7.1.4(a) and 7.1.4(b) above.

7.1.5 **Failure to comply with direction:** Failure to comply with a direction of the Commission which requires compliance with this Standard, exposes the person receiving the direction to a penalty under section~~s~~ ~~109~~ 105(5) and/or 242 of the Act.

7.1.6 **Effect of compliance:** Pursuant to section 108 of the Act, compliance with this Standard shall be a defence against any prosecution, action or proceeding of any nature, whether in a court or otherwise, taken against a person who is subject to this Standard with respect to a matter dealt with by this Standard.

7.2 IMPLEMENTATION OF THIS STANDARD

7.2.1 **Negotiating benchmark:** The persons identified in subsection 3.2.1 of this Standard must comply with this Standard when preparing any RAO and when entering into any Access Agreement.

7.2.2 **Undertakings:** The persons identified in subsection 3.2.1 of this Standard must comply with this Standard when ~~lodging~~ providing an undertaking ~~with~~to the Commission under section 110 of the Act.

7.2.3 **Dispute Resolution Procedures:** The persons identified in subsection 3.2.1 of this Standard may rely upon this Standard when making submissions during dispute resolution under the Dispute Resolution Procedures or under section 151 of the Act.

7.2.4 **Existing Access Agreements:** Parties to existing Access Agreements executed prior to the Effective Date must review such Access Agreements to ensure compliance with this Standard. Such Access Agreements should be amended according to the requirements of this Standard no later than nine (9) months after the Effective Date or by any other date as stipulated by the Commission. If the parties are unable to effect such amendments, the parties shall first attempt to resolve the dispute in accordance with the Dispute Resolution Procedures. If the parties to the disputes cannot or otherwise fail to reach an agreement, either party may notify a dispute in accordance with Chapter 7 of Part V of the Act.

7.2.5 **Timeline for implementation:** Each Access Provider shall prepare, maintain and/or modify a RAO in relation to Facilities and/or Services specified in the Access List Determination no later than six (6) months after the Effective Date or by any other date as stipulated by the Commission.

7.3 COMPLIANCE REVIEW

7.3.1 **General compliance review:** Assessment by the Commission for compliance with this Standard may occur at any time:

(a) by formally requesting information from persons identified in subsection 3.2.1 of this Standard (for example, under Chapter 5 of Part V of the Act); or

(b) by auditing persons identified in subsection 3.2.1 of this Standard for compliance from time to time (for example, under Chapter 4 and Chapter 5 of Part V of the Act).

7.3.2 **Specific compliance:** The Commission may check for compliance with this Standard in the following circumstances, without limitation:

(a) at the time the Commission is reviewing a RAO, the Commission may check the RAO for compliance with this Standard;

(b) ~~at the time the Commission is considering an Access Agreement for registration~~ upon lodgement of an Access Agreement, the Commission may check the Access Agreement for compliance with this Standard;

(c) upon the notification of a dispute, the Commission may check for compliance with this Standard in such a way that may allow the Commission to resolve the dispute in accordance with this Standard; and

(d) the Commission may check an undertaking for compliance with this Standard when assessing an undertaking lodged by persons identified in subsection 3.2.1 of this Standard.

7.4 TRANSITIONAL MEASURES

7.4.1 **Notice procedures for removal or replacement:** If the Commission removes, varies or replaces Facilities and/or Services in the access list under section 146 or section 147 of the Act, and an Access Provider wishes to terminate or change the terms of the supply of that Facility and/or Service, the Access Provider may only do so in a manner that is consistent with the supply of that Facility and/or Service to itself, and must provide notice of its intention

to terminate or vary, to the Commission and to all Access Seekers to whom it is supplying that Facility and/or Service.

7.4.2 **Notice period:** The notice period referred to in subsection 7.4.1 of this Standard must be no shorter than:

(a) the period of time between the time of giving the notice and the time at which the Access Provider is proposing to no longer provide the Facilities and/or Services to itself; or

(b) twelve (12) months.

7.4.3 **Contents of notice of variation or replacement:** The notice to be provided by the Access Provider under subsection 7.4.1 of this Standard when the Commission varies, removes or replaces the Facilities and/or Services in the access list, must state:

(a) when the variation or replacement will come into effect;

(b) how the variation or replacement is likely to affect the Access Seeker; and

(c) any alternative Facilities and/or Services that may be available to be provided by the Access Provider to the Access Seeker and the terms and conditions on which such alternative arrangements are made available.

7.5 REVIEW OF THIS STANDARD

7.5.1 **Purpose:** The purpose of this subsection of this Standard is to outline some of the circumstances under which this Standard may be reviewed by the Commission. It is not an exhaustive list of the Commission's powers of review.

7.5.2 **General review:** The Commission will review this Standard:

(a) as and when the Minister so directs under section 7 of the Act; or

(b) as and when the Commission considers it necessary in order to pursue or preserve the goals of this Standard and the Act.

7.5.3 **Specific review:** The Commission may review the operation of this Standard on the occurrence of one or more of the following events:

(a) where the Minister exercises his or her power to modify, vary or revoke directions (under section 8, Chapter 1 of Part II of the Act), determinations (under section 11, Chapter 2 of Part II of the Act) and declarations (under section 14, Chapter 3 of Part II of the Act);

(b) where the Commission exercises its power to modify, vary or revoke a direction (under section 52 of the Act) or determination (under section 56 of the Act);

(c) where the Commission exercises its power (under section 101 of the Act) to revoke a voluntary industry code, on the basis that it is satisfied that the voluntary industry code is no longer consistent with the objects of the Act, any relevant instrument made under the Act, or any relevant provisions of the Act;

(d) where the Commission exercises its power to add or remove Facilities and/or Services to or from the Access List (under section 146 of the Act);

(e) where the Commission exercises its power (under section 106 of the Act) to determine the modification, variation or revocation of a mandatory standard on the basis that it is satisfied that the mandatory standard is no longer consistent with the objects of the Act, any relevant instrument made under the Act, or any relevant provisions of the Act;

(f) where an industry forum submits a new voluntary industry code to replace an existing one for that industry (under section 102 of the Act);

(g) where any event occurs which may alter the general principles of access (for example, this may occur in the course of dispute resolution, if it becomes apparent that a matter in this Standard should be revised or when a new issue arises);

(h) where an exogenous development occurs which warrants a review by the Commission of this Standard (for example, this may occur due to technological change); or

(i) when the Act is or has been revised, resulting in amendments being made to the Act that affects the subject matter of this Standard or requirements relating to mandatory standards in general.

7.5.4 **Request for review:** Any person may request the Commission to modify any provision of this Standard by submitting a notice to the Commission specifying:

(a) the provisions of this Standard that it seeks to have removed, modified or added;

(b) a clear statement of the reasons why the person believes that such action is justified; and

(c) alternative approaches that, if adopted, would achieve the Commission's stated goals in a more efficient and effective manner.

7.5.5 **Assessment of request for review:** In assessing a request under subsection 7.5.4 of this Standard, the Commission will take account of all relevant factors, including:

(a) whether a review is justified on the basis submitted by the person;

(b) the period of time since the last review of this Standard;

(c) the objects of the Act; and

(d) any other factor(s) that the Commission considers relevant.

7.5.6 **Review process:** In accordance with the Act, a review of this Standard by the Commission will involve the following key stages:

(a) **Public notice:** The Commission will issue a public notice to announce that a review of this Standard is to take place. This notice will detail the scope of the review, the matters to be considered in the review and the time-line for the review (including the period in which public comment will be accepted by the Commission).

(b) **Public comment:** After a public notice of the review has been issued, the Commission shall (for a specified period) accept public comment and submissions regarding the review of this Standard.

(c) **Internal review:** Upon the completion of a period of public comment, the Commission will commence an internal review of this Standard. This will include assessing the public or external comment received during the review process and will aim to publish a list of issues.

(d) **Finalisation:** Once the internal review is completed, the Commission may finalise the proposed changes to this Standard.

7.5.7 **Outcome of a review:** Following a review, the Commission may or may not choose to modify, vary or revoke this Standard in accordance with sections 55, 56 and 106 of the Act.

ANNEXURE A: DISPUTE RESOLUTION PROCEDURES

1. Definitions

1.1 In the Dispute Resolution Procedures set out in this Annexure A:

(a) "**Billing Dispute**" means the dispute of an Invoice issued by one party to the other party, which is made in good faith;

(b) "**Billing Dispute Notice**" means the written notification made by one party to the other party in relation to a Billing Dispute in accordance with subsection 6.4 of this Annexure;

(c) "**Billing Dispute Notification Period**" means the period after the date of receipt of an Invoice during which a Billing Dispute may be raised in relation to that Invoice, as specified in subsection 6.2 of this Annexure;

(d) "**Billing Representative**" means a representative of the party appointed in accordance with the billing procedures set out in subsection 6.15 of this Annexure;

(e) "**Billing System**" means a system to issue Invoices relating to charges payable by each party under an Access Agreement;

(f) "**Dispute**" has the meaning given to it in subsection 2.1 of this Annexure;

(g) "**Notice**" means the notice issued of intention to form the Interconnect Steering Group, as specified in subsection 4.1 of this Annexure; and

(h) "**Technical Expert**" has the meaning given to it in subsection 5.3 of this Annexure.

2. Introduction

2.1 Subject to paragraph 2.2(b) of this Annexure, an Access Provider and an Access Seeker shall adopt and comply with these Dispute Resolution Procedures in relation to any dispute which may arise between an Access Seeker and an Access Provider in relation to or in connection with the supply of Facilities and/or Services to which this Standard applies ("**Dispute**").

2.2 The following dispute resolution mechanisms are discussed in this section:

(a) interconnect steering group; and

(b) subject to specific resolution of disputes, being:

i. technical disputes (which must follow the procedure set out in section 5 of this Annexure if they cannot be resolved through the application of the general dispute resolution provisions in sections 3 and 4 of this Annexure);

ii. Billing Disputes (as defined in subsection 1.1 of this Annexure), which must follow the procedures set out in section 6 of this Annexure; or

iii. any other types of disputes, which, if cannot be resolved through the application of the general dispute resolution provisions in sections 3 and 4 of this Annexure, must be referred to the Commission for resolution.

2.3 A Dispute shall first be attempted to be resolved by negotiation between the Parties. If the Parties to the Dispute cannot or otherwise fail to reach an agreement, the Parties shall ~~always~~ be entitled to seek resolution of the Dispute by the Commission in accordance with section 151 of the Act, and the Commission will decide the dispute if it is satisfied that:

(a) the Parties will not reach agreement, or will not reach agreement ~~in~~within a reasonable time;

(b) the notification of the Dispute is not trivial, frivolous or vexatious; and

(c) the resolution of the Dispute would promote the objects ~~in~~ of the Act.

An Access Provider shall not prevent the Access Seeker from notifying a Dispute to the Commission in accordance with the Act.

2.4 For clarification, unless stated otherwise, all references to sections, subsections and paragraphs in this Annexure are references to sections, subsections and paragraphs of this Annexure.

3. General

3.1 An Operator may not commence court proceedings relating to a Dispute which is the subject of these Dispute Resolution Procedures until it has complied with each applicable process in these Dispute Resolution Procedures, other than an application for urgent interlocutory relief. Nothing in this subsection shall be construed as ousting the jurisdiction of any court.

3.2 Both Parties to a Dispute shall ensure that their representatives acting in relation to a Dispute are of sufficient seniority and have authority to settle a Dispute on their behalf. At the commencement of the Dispute Resolution Procedures, each party must notify the other party of the scope of the authority of each of their representatives. If, in the course of the Dispute Resolution Procedures, it is identified that the matters to be resolved are outside the initial term of reference for which authority was given to the representative, a party may require that those matters be referred to more senior officers of that party who have authority to settle those matters.

3.3 During a Dispute and any dispute resolution process invoked in accordance with this Annexure, an Access Provider and Access Seeker must continue to fulfil their obligations under the Access Agreement between them.

3.4 Subject to subsection 3.5 of this Annexure, the Parties to a Dispute shall exchange information of a type described in this Standard during the course of, and to facilitate, resolution of the Dispute.

3.5 Confidential Information of a party which is disclosed, and any other oral or written submissions made by a party or a party's representatives during the course of any dispute resolution process will be subject to the confidentiality restrictions in relevant confidentiality provisions contained in the Confidentiality Agreement prepared in accordance with subsection 5.3.8 of this Standard.

3.6 A party must not use information obtained under subsection 3.4 of this Annexure or described in subsection 3.5 above for any purpose other than to resolve the Dispute.

3.7 Subject to Chapter 7 of Part V of the Act, an arbitrator of a Dispute (including a Technical Expert or the Commission, in accordance with this Annexure) may decide not to determine the Dispute if the arbitrator considers that the Dispute is trivial, frivolous or vexatious, or if there is insufficient evidence before the arbitrator to determine the Dispute.

3.8 The costs of the arbitration are to be shared equally between the parties, unless the arbitrator of the Dispute has decided not to determine the Dispute in accordance with subsection 3.7 above. If an arbitrator decides not to determine the Dispute, the party that initiated the Dispute must pay the other party's costs.

4. Interconnect Steering Group

4.1 In the first instance the Access Seeker and the Access Provider should attempt to resolve the Dispute between themselves. Either party may give written notice (**"Notice"**) to the other party (**"Receiving Party"**) stating its intention to form, within ten (10) Business Days, an Interconnect Steering Group (**"ISG"**) and outline the details of the Dispute.

4.2 The Access Provider and the Access Seeker shall form the ISG within ten (10) Business Days, to fulfil the requirements of subsection 4.1 above. The ISG shall comprise of representatives of the Parties, and be headed by a person who holds a position that is at least equivalent to the Chief Officer or Executive Vice President of the Access Provider.

4.3 The Parties shall provide for:

(a) subject areas to be dealt with by the ISG;

(b) equal representation by the Access Seeker and the Access Provider;

(c) chairmanship and administrative functions of the working group to be shared equally; and

(d) formal notification procedures to the ISG.

4.4 The Access Provider and the Access Seeker shall use reasonable endeavours to attempt to settle the Dispute in the working group for a period of no longer than thirty (30) Business Days from the date of the Notice unless otherwise

agreed by the Parties, subject always to a party's right to seek urgent interlocutory relief.

4.5 In the event that the Parties cannot resolve the Dispute between themselves within the time specified in subsection 4.4 of this Annexure, or after any agreed time extension has expired, either party may notify the other party that it wishes to refer the issue to:

(a) to the extent the issues in dispute are technical in nature, to a Technical Expert (in accordance with section 5 of this Annexure); or

(b) to the Commission for final arbitration.

4.6 The ISG to which an issue has been raised will meet within ten (10) Business Days of the receipt by the Receiving Party of the Notice under subsection 4.1 of this Annexure. If the ISG fails to meet or has not been formed within ten (10) Business Days of the receipt by the Receiving Party of the Notice, either Party may refer the Dispute:

(a) to the extent the issues in dispute are technical in nature, to a Technical Expert (in accordance with section 5 of this Annexure); or

(b) to the Commission for final arbitration.

5. **Use of a Technical Expert**

5.1 A Dispute will only be referred to a Technical Expert if the provisions of section 4 of this Annexure have been complied with.

5.2 Once a Dispute is referred to a Technical Expert, it may not be referred back to ISG.

5.3 The person to whom a technical dispute may be referred under this section 5:

(a) will be an expert appointed by agreement of the Parties or, if the Parties cannot agree, by the Commission;

(b) will have the appropriate qualifications and experience to arbitrate the dispute, including knowledge of the communications industry;

(c) need not be a Malaysian citizen or resident; and

(d) will not be an officer, director, or employee of a communications company or otherwise have a potential for conflict of interest,

("**Technical Expert**").

5.4 If the Parties fail to appoint a Technical Expert within ~~ten (10)~~ twenty (20) Business Days of the need to refer a Dispute to a Technical Expert, a Technical Expert will be appointed by the Commission.

5.5 When relying on the services of a Technical Expert, the following dispute resolution procedures will apply to the Technical Expert:

(a) the Parties will present written submissions to the Technical Expert and each other within fifteen (15) Business Days of the appointment of the Technical Expert; and

(b) each party may respond to the other party's submission in writing within fifteen (15) Business Days from the date of the other party's submission. No further submissions in reply shall be made except with the Technical Expert's approval.

5.6 At the request of either party and subject to the parties agreeing, or the Technical Expert deciding within five (5) Business Days of the last written submission, that the arbitration by the Technical Expert should be by documents only, a Technical Expert hearing will be held within fifteen (15) Business Days of the last written submission.

5.7 Should a Technical Expert hearing be held, each party will have the opportunity of making an oral submission and cross-examination of the other party's submission in addition to the written submissions submitted in subsections 5.5 and 5.6 of this Annexure. This process will be conducted in private.

5.8 The procedure for hearing technical disputes will be determined by the Technical Expert (including number and duration of oral submissions by the Parties) but in any case, the Technical Expert's hearing will last no longer than three (3) Business Days.

5.9 The Technical Expert will not have the power to appoint any other experts.

5.10 The Technical Expert will deliver his or her award, which must be in writing, within fifteen (15) Business Days of the hearing or of the last written submission where the arbitration is by documents only.

5.11 Every Dispute referred to a Technical Expert will be considered separately so that time limits for each Dispute are complied with.

5.12 The Technical Expert's decision will be binding on the Parties (in the absence of manifest error of fact or law).

5.13 For the avoidance of doubt, a Dispute shall not be referred to the Commission once it has been referred to a Technical Expert. The Technical Expert shall be the one determining the Dispute.

6. Billing dispute resolution

6.1 As outlined in the billing provisions of this Standard at subsection 5.11, a party ("**Invoicing Party**") shall provide to the other party ("**Invoiced Party**") an Invoice in writing, or in such electronic form as may be agreed from time to time, for amounts due in respect of the supply of Facilities and/or Services during such Billing Cycle.

6.2 An Invoicing Party shall allow an Invoiced Party to dispute an Invoice prepared by the Invoicing Party if:

(a) in the case of domestic calls and interconnection, the Invoiced Party notifies the Invoicing Party within thirty (30) Business Days after the date of receipt of such Invoice;

(b) in the case of outgoing and incoming international calls and interconnection, the Invoiced Party notifies the Invoicing Party within six (6) months after the date of receipt of such Invoice; or

(c) in case of any other Facilities and/or Services, the Invoiced Party notifies the Invoicing Party within thirty (30) Business Days after the date of receipt of such Invoice,

provided that, in any case specified above, the Invoiced Party's Billing Dispute Notice specifies the information in accordance with subsection 6.4 of this Annexure.

6.3 A Billing Dispute may only arise where the Invoiced Party has reasonable grounds to believe that an error has arisen from one of the following circumstances:

(a) the Invoicing Party's Billing System is, or has been, defective or inaccurate in respect of the recording of the calls or capacity which are the subject of the Dispute;

(b) there is, or has been, a discrepancy between the Invoice in dispute and the records generated by the Invoiced Party's Billing System;

(c) there is, or has been, a fraud perpetrated by the Invoicing Party; or

(d) the Invoicing Party has made some other error in respect of the recording of the calls or capacity or calculation of the charges which are the subject of the Billing Dispute.

6.4 A Billing Dispute Notice given under this section 6 must specify:

(a) the reasons for which the Invoice is disputed;

(b) the amount in dispute;

(c) details required to identify the relevant Invoice and charges in dispute including:

(i) the account number;

(ii) the Invoice reference number;

(iii) the Invoice date;

(iv) the Invoice amount; and

(v) billing verification information; and

(d) evidence in the form of a report, indicating the relevant traffic data which is in dispute.

6.5 The Invoiced Party may withhold payment of amounts disputed in good faith in accordance with subsection 5.11.11 of this Standard. If the Billing Dispute is resolved against the Invoiced Party, that Invoiced Party shall be required to pay interest at the rate specified in subsection 5.11.15 of this Standard on the amount payable from the due date of the disputed invoice until the date of payment.

6.6 Where the Invoiced Party has paid an amount and subsequently notifies the Invoicing Party of a Billing Dispute in relation to that amount within the Billing Dispute Notification Period, the Invoicing Party is not obliged to refund any or all of that amount until the Billing Dispute is resolved in respect of that amount. Once the Billing Dispute is resolved, if the Invoicing Party is obliged to refund an amount to the Invoiced Party, interest will be payable on the refunded amount at the rate specified in subsection 5.11.15 of this Standard. In such circumstances, interest will be payable from the date the Invoiced Party paid the disputed amount to the date of the refund by the Invoicing Party.

6.7 The parties agree to use their reasonable endeavours to promptly resolve any Billing Dispute notified under this section 6.

6.8 If the parties are unable to resolve any Billing Dispute within one (1) month (or such other period as the parties may agree) from the date on which the Billing Dispute Notice is received, either party may seek the consent of the other party to extend the period for resolution of the Billing Dispute stating the exceptional reasons for such extension. The other party is, however, under no obligation to agree to such extension.

6.9 To the extent that a Billing Dispute notified under this section involves a Billing Dispute with an international correspondent of the Invoicing Party, the Dispute Resolution Procedures shall be suspended for a reasonable period of time pending resolution of the Billing Dispute with that international correspondent. As a general rule, the period of suspension will not exceed four (4) months. However, the parties shall recognise that some Billing Disputes with international correspondents may take longer to resolve, in which case the Invoicing Party must promptly inform the Invoiced Party of the likely period required for resolution.

6.10 Once the negotiation period under subsection 6.8 of this Annexure (including any extension agreed) and any suspension period under subsection 6~~7~~.9 of this Annexure have expired, the Billing Dispute may be referred by the Invoiced Party to the procedure described in subsection 6.11 of this Annexure ("**Billing Dispute Escalation Procedure**").

6.11 The Invoiced Party may refer a Billing Dispute to the Billing Dispute Escalation Procedure under this subsection 6.11 by notifying the Invoicing Party's Billing Representative. Both parties shall then appoint a designated representative who has authority to settle the Billing Dispute, and who is at a higher level of management than the persons with direct responsibility for administration of this Standard. The designated representatives shall meet as often as they reasonably deem necessary to discuss the Billing Dispute and negotiate in good faith in an effort to resolve such Billing Dispute within sixty (60) Business Days of the Billing Dispute Notice. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one party to the other party shall be honoured.

6.12 Once any Billing Dispute has been resolved to the parties' satisfaction, any sum to be paid or repaid shall be paid by the relevant party within ten (10) Business Days from the date of resolution of the Billing Dispute.

6.13 Although it shall be the good faith intention of the parties to use the above Billing Dispute Resolution Procedures to the fullest extent to try to solve Billing Disputes, nothing in this Annexure shall prevent either party from pursuing any other remedy in law or equity that may be available to them if a Billing Dispute cannot be resolved to their satisfaction.

6.14 A party may request a joint investigation of Invoice discrepancies after that party has conducted a comprehensive internal investigation, including an examination of its own Billing System. Prior to commencement of the joint investigation, the parties must agree on the terms of the joint investigation, including:

(a) the scope of the joint investigation;

(b) how the joint investigation will be conducted; and

(c) the date by which the joint investigation must be concluded.

The joint investigation may include the generation of test calls to the other party's Network.

6.15 Enquiries relating to billing, collecting and settlement arrangements or in relation to Network and operational issues may be directed to the Billing Representatives nominated by each party.

6.16 Either party may at any time nominate another Billing Representative, provided that ten (10) Business Days prior notification of such appointment is given.

6.17 If the Billing Dispute Escalation Procedure has been exhausted, either party may refer the Billing Dispute to the Commission for resolution under Chapter 7 of Part V of the Act.

Revocation

7. The Commission Determination on the Mandatory Standard on Access, Determination No. 13 of 20162022 shall be revoked with effect from 1 November 2022 [x] 2026.

Transitional and Savings

8. The Commission Determination on the Mandatory Standard on Access, Determination No. 13 of 2016 2022 shall remain in force for the purpose of and application to Access Agreements registered and/or lodged with the Commission before 1 November 2022 [x] 2026.

Made:

Chairman
Malaysian Communications and Multimedia Commission