

Decision on the conditions and specifications governing each of the provisions constituting the universal service in the context of the process of designating the provider(s) of the universal service of electronic communications

On 16.11.2011, the Portuguese Government, in liaison with ICP-ANACOM, launched a public consultation on the process of designating the provider(s) of the universal service of electronic communications (hereinafter USP consultation), which closed on 30 December 2011.

This consultation included the relevant components (draft tender schedule; draft calls for the presentation of proposals and draft tender specifications) of the three tenders, specifically:

- Tender 1 - Connection to a public communications network at a fixed location and provision of a publicly available telephone service through said connection;
- Tender 2 - Provision of public pay-telephones; and
- Tender 3 - Provision of a comprehensive telephone directory and of a comprehensive telephone directory enquiry service;

The components submitted to consultation set out the Government's approach to the designation of the provider(s) of the universal service and the conditions that embody the core provisions which the undertaking or undertakings which are so designated will be bound to provide and which have been implemented in a manner which is consistent with determinations taken by ICP-ANACOM in these areas, in proposals put by this Authority or in current practice associated with the provision of the universal service.

In order to simplify the process of designating the USP(s) and in order to provide potential applicants with a global perspective of the obligations whose fulfilment by USP(s) is sought, the specifications of the three tenders submitted to consultation incorporate the draft decisions on the conditions of provision to be established by ICP-ANACOM.

Meanwhile, the statement of reasons issued in respect of the consultation makes provision for the formulation of an opinion to be issued by ICP-ANACOM pursuant to paragraph 4 of article 88 of Law no. 5/2004 of 10 February (LCE), as amended by Law no. 51/2011 of 13 September, which will take into account the views expressed in this consultation with regard to the minimum speeds to be supported by the access network provided under the universal service in order to enable functional Internet access, leading to a final decision by the Government in this regard.

Finally, as stated in last paragraph of the consultation's Statement of reasons, "*Taking into account the contributions which it receives, ICP-ANACOM will: a) approve the duly reasoned formulation of the decisions stemming from the powers and responsibilities conferred upon it under the LCE in this respect (...)*".

Therefore, in performance of its assignments, as set forth in points b), d) and h) of paragraph 1 of article 6 of its Statutes, as in annex to Decree-Law no. 309/2001 of 7 December, and in furtherance of the objectives of regulation as set out in points a) and c) of paragraph 1, points a) and b) of paragraph 2 and a), e) of paragraph 4, all of article 5 of Law no. 5/2004 of 10 February, as amended by Law no. 51/2011 of 13 September, the Management Board of ICP-ANACOM, giving consideration to the views expressed in the context of this general consultation procedure, does determine, in the exercise of the powers and responsibilities conferred by article 86, paragraph 3, article 88, paragraph 4, article 89, paragraph 5, article 90, paragraph 1, article 91, paragraph 3, article 92, paragraphs 4 and 5, article 93, paragraphs 1 and 3, articles 94 and 95, paragraph 1 of Law no. 5/2004, the following:

- To approve the conditions and specifications of each of the services which constitute the universal service and which, as such, are to be fulfilled by the undertakings as, subsequent to the tender foreseen in article 99 of Law no. 5/2004 will be designated as providers thereof;
- To establish that the values of the net costs of universal service provision (CLSU) that result from tenders 1 and 2 are deemed an unfair burden and as such will be subject to financing in accordance with the terms and conditions set out in the tender and the constituting documents of the compensation fund.

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1. Background

The following sections detail the conditions and specifications which, in accordance with the position of ICP-ANACOM, are to be established and which take into account the comments received in the context of the consultation and analyzed in the respective consultation report, which report forms an integral part of this Decision and its reasoning.

2. Connection to a public communications network at a fixed location and provision of a telephone service through that connection

2.1. Annex 1 - Service specifications

2.1.1. Connection to a public communications network at a fixed location and provision of a telephone service through said connection

In article 87, point a) of the LCE, it is established that connection at a fixed location to the public telephone network and provision of publicly available telephone services through said connection comprises one of the provisions of the universal service.

Accordingly, and in compliance with the provisions of article 88 of the LCE, the contracted party shall meet all reasonable requests for connection to the public telephone network at a fixed location and for provision of publicly available telephone services through said connection, in the geographic areas where provision of the service is contracted.

The connection to the network and the provision of service shall further allow:

- a) The connection and use of appropriate terminal equipment;
- b) The establishment and reception of local telephone calls, national telephone calls, specifically calls involving geographic and non-geographic numbers, in accordance with the *Plano Nacional de Numeração* (National Numbering Plan), and international telephone calls;
- c) The establishment and reception of facsimile communications;
- d) The establishment of data communications, at data rates that are sufficient to permit functional Internet access;

- e) Access, using the national emergency number as defined in the *Plano Nacional de Numeração* (National Numbering Plan) or any other number specified by ICP-ANACOM, to the various emergency systems, in accordance with applicable legislation;
- f) Access to a comprehensive directory enquiry service provided in accordance with point c) of paragraph 1 of article 89 of the LCE.

The contracted party, shall, for appropriate remuneration, provide simple telephone terminal equipment to access the service and provide for its installation and maintenance, when expressly requested by the parties concerned.

For the purposes of universal service provision, connection to a public communications network consists of the provision to customers of a connection to the network, where the network termination point is identified by an address which is associated with the subscriber's name. The services offered to customers are to be provided at a fixed location, using geographic numbering, at the network termination point referred to above.

The services can be delivered using any technology, including wired or wireless technology.

2.1.2. Affordability of pricing

The provision of the universal service is to be executed in fulfilment of the need to guarantee that the respective prices are affordable for end-users of the services, ensuring that end-users are not impeded from accessing a public communications network at a fixed location or the publicly available telephone services provided over said network.

In its application, the pricing system of the universal service services is to be based on the principle of non-discrimination, guaranteeing that all users receive equal treatment in equal circumstances, and also on the principle of geographical uniformity, in accordance with the terms detailed below.

Observing the overall goal of affordability and the principles of non discrimination and uniform pricing, as set out below, the contracted party is required to provide a tariff designated the "*Tarifário do Serviço Universal*" (Universal Service Tariff), applied

uniformly in each of the geographical areas encompassed by the provision of the universal service and between all geographical areas in which the provision is contracted.

2.1.2.1. Price of installation, monthly subscription charge and calls to the contracted party's network

The contracted party undertakes, in respect of the *Tarifário do Serviço Universal* (Universal Service Tariff), to comply with an annual price cap not exceeding CPI¹-2.75 percent, applicable as a whole to all installation components, the monthly subscription charge and price of communications to the same network. Compliance with this rule is to be verified on an annual basis, except in the first and second years of the contract, for which it shall be guaranteed that the accumulated price variation is at least equivalent to the application of the price cap corresponding to two years.

In compliance with the price cap rule, when the inflation rate is equal to or less than 2.75 percent, the contracted party will not be obliged to implement a negative nominal variation and may maintain prices as unchanged.

The starting point for prices to be charged by the contracted party is the prices charged by the USP as on the date of publication of the documents comprising the tender, under the *Tarifário do Serviço Universal* (Universal Service Tariff) corresponding to "Option 1"².

The contracted party shall, on an annual basis, and in conjunction with the other companies responsible for providing the universal service of connection to a public communications network at a fixed location and provision of publicly available telephone services through said connection, agree on how best to reflect the application of the price cap rule in accordance with the terms and conditions set out in the present decision. The agreement reached is to be submitted to ICP-ANACOM for approval no later than the end of September in the year prior to the entry into force of the tariff. If no agreement is reached, ICP-ANACOM will set the price by the end of December of this year.

¹ CPI - Expected rate of inflation in each year as officially forecast by the Government and as such, entered in each year's *Relatório do Orçamento do Estado* (State Budget Report), or an amending budget. Where this document gives a range of values, the rate considered shall be the mean of the maximum and minimum values of that range. In the event that technical difficulties arise in obtaining this value, particularly in respect of its interpretation, ICP-ANACOM shall provide corresponding clarification.

² Option where the price of the subscription includes free evening and week-end periods.

2.1.2.2. Price of calls terminated on other networks

The price of calls originated on the contracted party network and terminated on other fixed networks shall be set at level which reflects the evolution of the difference between the termination itself and the termination of calls on the networks of other providers of fixed telephone services, whenever alterations to termination prices occur.

The price of calls originated on the contracted party's network and terminated on mobile networks shall be set at level which reflects the evolution of the termination of calls on mobile networks, whenever alterations to termination prices occur.

The starting point for prices to be charged by contracted party is the prices charged by the current USP (PT Comunicações) as on the date of publication of the documents comprising the tender, under the *Tarifário do Serviço Universal* (Universal Service Tariff).

2.1.3. Free-of-charge provisions

The contracted party is obliged to make the following provisions on a free-of-charge basis:

- a) Access to the national emergency number and any other emergency numbers as are specified in the *Plano Nacional de Numeração* (National Numbering Plan);
- b) Access to fault repair and complaints services.

2.1.4. Service features

In accordance with article 94 of the LCE, it is considered essential that contracted party provide a set of resources and mechanisms whereby users of the universal service are able to control their costs when using a public communications network and publicly available telephone services.

With a view to the objectives above, the contracted party shall make the following features and facilities available to all customers of the *Tarifário do Serviço Universal* (Universal Service Tariff):

- a) Itemised billing;
- b) Selective and free barring of defined types of outgoing calls or of calls to certain types of numbers and of premium-tariff SMS or MMS or other value-added

services or applications based on message sending, upon subscriber request, without prejudice to article 45 of the LCE;

- c) Pre-payment systems providing access to public communications network and use of publicly available telephone services;
- d) Payment in instalments of fees charged for connection to the public communications network;
- e) Measures applicable in situations of non-payment of telephone bills pursuant to article 52 of the LCE.
- f) Tariff consultation service through which subscribers are able to obtain information on alternative tariffs which are cheaper or more favourable;
- g) Control of telephone service costs, including free alerts for consumers which register abnormal patterns of consumption, reflecting a significant increase over their habitual average values of consumption.

For the purposes of point a), the contracted party shall ensure, on a free-of-charge basis, the following minimum level of detail, without prejudice to applicable data protection and privacy legislation:

- a) Initial price of connection to the public communications network at a fixed location and provision of the telephone service through said network, when applicable;
- b) Subscription price, where applicable;
- c) Price of usage, identifying the different traffic categories and with indication of each call and its respective cost;
- d) Periodic price of equipment rental, as applicable;
- e) Price of installation of material and equipment requested subsequent to the commencement of service provision;
- f) Subscriber debit balance;
- g) Compensation subsequent to refund.

The contracted party may, at the request of the subscriber, provide detailed billing having levels of detail beyond those specified in the preceding points, free of charge or at a reasonable price, whereas the inclusion of calls supplied to subscribers free of charge, in particular calls to helpline services, is prohibited.

2.1.5. Functional internet access

Matter that is the competence of the Government, pursuant to article 88, paragraph 4 of the LCE, and is pending decision.

2.1.6. Offers for people with disabilities

With a view to the provisions of article 91 of the LCE, the contracted party shall make specific offers available to ensure that end-users with disabilities have access, in a manner equivalent to other end-users, to publicly available telephone services, including access to emergency services and to the directory enquiry service.

End-users with disabilities include end-users who are blind or visually impaired, users who are deaf or with severe hearing impairments, or users who are mute or with severe speech disorders, users with cognitive disabilities and motor disabilities.

For the purposes of the preceding paragraphs and without prejudice to ICP-ANACOM's powers as under article 91 of the LCE, the contracted party shall, upon request, provide the following offers on a free-of-charge basis:

- a) Handset amplifying equipment, consisting of an amplifier which can be used with any terminal equipment to increase the volume of the earpiece, by up to a factor of 10, for people with hearing disabilities;
- b) Call warning light, consisting of a device which provides a visual signal when a call is received on the terminal equipment.
- c) Simple bills in Braille;
- d) Fixed destination lines, enabling the automatic establishment of calls to a destination defined by the customer, whenever the key is pressed to establish a call or when the handset is lifted, and no number is dialled within 10 seconds.

The above offers are to be made available to all end-users who are bearers of a *Certidão Multiuso* (Multipurpose Certificate) issued under the terms of Decree-Law no. 174/97 of 19 July, amending Decree-Law no. 202/96 of 23 October, bearers of a current membership card with a disabled association with which the user is registered, or bearers of a medical certificate attesting that the user is a person at risk with special needs due to age or physical or mental disability.

2.1.7. Offer provided to Retirees and Pensioners

In accordance with the provisions of article 93 of the LCE, to ensure that affordability of the universal service is guaranteed, ICP-ANACOM may determine, *inter alia*, the availability of tariff options or packages which are different from those provided under normal commercial conditions, in particular to ensure that consumers on low incomes or with special social needs are not prevented from accessing an electronic communications network at a fixed location or from using the services comprising the universal service. In these circumstances, it must be guaranteed that the conditions applied are fully transparent and properly announced and that they are implemented in accordance with the principle of non-discrimination.

Accordingly, the contracted party is required to make an offer available designated as "*Tarifário Reformados e Pensionistas*" (Retirees and pensioners tariff). This provision shall entail a discount of 50 percent on network line rental (with reference to the Universal Service Tariff) and is to be made available to retirees and pensioners subscribing to a single network line and whose total monthly household income does not exceed the minimum monthly wage. The determination of income, household composition and per capita income for the purposes of verifying the resource conditions to be considered in recognizing and maintaining entitlement to offers aimed at retirees and pensioners shall be in accordance with the provisions of Decree-Law no. 70/2010 of 16 June.

In granting specific conditions to retirees and pensioners, the contracted party shall employ procedures which are simple and expeditious.

2.2. Annex 2 - Quality of service parameters and performance objectives

Notwithstanding compliance with Regulation no. 46/2005, published on 14 June (Regulation on Quality of Service), the contracted party is bound to comply with a set of quality of service parameters and performance objectives applicable to the universal

service provisions of connection to a public communications network at a fixed location and provision of publicly available telephone services, as established below³.

The parameters (QSP) are to be measured at regional level, for each of the geographical areas covered by provision of the service.

Without prejudice to quarterly reporting requirements, the reference period for the purposes of QSP compliance is one year.

2.2.1. Supply time for initial connection (QSP1)

"Supply time for initial connection"⁴ (QSP1) corresponds to the duration, measured in days, from the instant a customer submits a valid request to the contracted party for the supply of a connection to a public communications network at a fixed location to the instant working access to the service in question is made available for use.

For the purpose of measuring QSP1, it is considered that the supply of a connection to access a public communications network at a fixed location consists of making available to the consumer, for their use, a connection to the first terminal device of exclusive use by the consumer or, alternatively, a connection to the consumer's network, under the terms of current legislation relating to *infra-estruturas de telecomunicações em edifícios* (telecommunications infrastructure in buildings).

A valid request for the supply of a connection means any request addressed to and accepted by the contracted party for: (i) supply of a new connection (first connection supplied to a customer or new connection subsequent to a customer changing address), or (ii) supply of an additional connection, at the same address or at a different address, to a customer already in receipt of the service. For the purpose of measuring QSP1, situations where installation of a new connection to a public communications network at a fixed location occurs simultaneously to the provision of other electronic communications services are not to be excluded.

³ Regulation applicable to the service of access to the public telephone network at a fixed location and to the publicly available telephone service at a fixed location, as amended by Regulation no. 372/2009, published on 28 August.

⁴ For the purposes of the present decision "initial connection" means all situations in which connection and activation of the service occur simultaneously, as well as situations where only activation of the service occurs.

If an installation request entails more than one connection, the installation of each connection counts as a separate connection for the purpose of measuring QSP1.

Temporary installations are not to be considered for the purpose of measuring QSP1. In this respect, temporary installations are considered as installations in which the duration of connection to the service does not exceed one month.

The information to be provided by the contracted party in respect of QSP1 is as follows:

(a) times taken to supply connections corresponding to the 95 and 99 percent percentiles of the fastest installations, in cases where the consumer does not specify a target date; (b) percentage of requests for the supply of connections satisfied on or before the date agreed with the consumer in cases where the consumer specifies a target date; and (c) ratio between the number of initial connections provided where a target date is specified by the consumer and the total number of initial connections supplied.

For the purpose of measuring QSP1, it is considered that a target date has been specified by the consumer when the consumer requests installation on a date subsequent to the date resulting from application of the average time required to supply an initial connection. This information is to be published and made available to consumers in accordance with article 40 of the LCE, and shall also be included in the contract to be concluded between the consumer and the contracted party, in accordance with point b), paragraph 1 of article 48, also of the LCE.

Additionally, the supply time for a connection will be considered as from the date on which the request is received by the contracted party or as from the date on which amendments or addendums are made to previous agreements or as from the date agreed with the consumer, where applicable. In the latter situation, the date agreed with the consumer is considered as any date requested by the consumer and accepted by contracted party or any date scheduled by the contracted party and not rejected by the consumer. In the event that the date agreed with the consumer is postponed and, as a consequence, a new date is scheduled for reasons attributable to the contracted party, the first of these dates shall be considered for the purposes of measuring QSP1.

For the purposes of measuring QSP1, consideration shall not be given to: (i) time elapsing due to conduct of the consumer from the instant that the contracted party is notified or becomes aware that the premises of the consumer lacks conditions which enable supply

of the connection to the instant that this situation is resolved; and (ii) delays in the installation of the first terminal device which is of exclusive use by the consumer or of the network of the consumer, under the terms of current legislation relating to *infra-estruturas de telecomunicações em edifícios* (telecommunications infrastructure in buildings) where the contracted party is not responsible for carrying out said installation. In the first situation, the periods of time elapsing between periods attributable to the conduct of the consumer, if any, are considered to be the responsibility of contracted party and as such, are to be considered for the purposes of measuring QSP1.

QSP1 applies to all accesses covered by the *Tarifário do Serviço Universal* (Universal Service Tariff) and the *Tarifário Reformados e Pensionistas* (Retirees and pensioners tariff).

A summary of the parameter, respective indicator and method of measurement to be followed by the contracted party is presented in the table below:

Parameter	Measurement	
	Indicator	Method
Supply time for initial connection (QSP1)	<p>(a) Times taken to supply connections corresponding to the 95% and 99% percentiles of the fastest installations, in cases where the consumer does not specify a target date</p> <p>(b) Percentage of requests for the supply of connections satisfied on or before the date agreed with the consumer in cases where the consumer specifies a target date</p> <p>(c) Ratio between the number of initial connections provided where a target date is specified by the consumer and the total number of initial connections supplied</p>	All occurrences observed during the reference period

The performance objectives applicable to QSP1 are as follows:

Indicator	Target
(a1) Time taken to supply connections corresponding to the 95% percentile of the fastest installations, when customer does not specify a target date	21 days
(a2) Time taken to supply connections corresponding to the 99% percentile of the fastest installations, when customer does not specify a target date	43 days
(b) Percentage of requests for the supply of connections satisfied on or before the date agreed with the consumer in cases where the consumer specifies a target date	85%

2.2.2. Faults rate per access line (QSP2)

"Faults rate per access line" (QSP2) corresponds to the measurement of the number of valid faults reported by consumers of services supplied by the contracted party, where resulting in disrupted or degraded service and attributable to the network of the contracted party or any interconnected public network supporting communications eligible for the calculation of QSP2.

For the purposes of measuring QSP2, services shall mean such services of the contracted party as are subject to fault reporting by consumers.

A fault report is to be considered valid when the contracted party: (i) is able to confirm its existence after the testing; or (ii) has the means to ascertain that the fault occurred, even while it is found to be cleared when tested.

In addition, for the purposes of measuring QSP2, the number of faults should be counted in accordance with the number of accesses, even where reported by the same consumer, whereas common faults affecting more than one consumer are to be counted according to the number of reports associated with one of these faults. Notwithstanding the last stipulation, reports referring to a determined access are to be counted as a single report until the fault is repaired by the contracted party.

In measuring this parameter, no exclusion can be made in respect of faults when resulting from problems in base stations or problems in any other network element and in respect of faults in the customer card that may be attributable the contracted party (e.g. faults

caused by a remote reconfiguration of the card without any intervention from the terminal user).

In measuring QSP2, the following shall not be considered: (i) faults occurring in equipment on the consumer side; and (ii) faults occurring in the network beyond the first terminal devices used exclusively by the consumer, under the terms of current legislation governing *infra-estruturas de telecomunicações em edifícios* (telecommunications infrastructure in buildings) (includes, where applicable, faults in customer cards which are not attributable to the contracted party).

In respect of QSP2, the contracted party is required to provide information on the total number of faults reported per access during the reference period.

QSP2 is to be calculated by dividing the total number of faults reported during the reference period by the average total of accesses over the same period. For the purposes of measuring QSP2, all accesses are to be considered as are made available to customers covered by the *Tarifário do Serviço Universal* (Universal Service Tariff) and the *Tarifário Reformados e Pensionistas* (Retirees and pensioners tariff).

A summary of the parameter, respective indicator and method of measurement to be followed by the contracted party is presented in the table below:

Parameter	Measurement	
	Indicator	Method
Faults rate per access line (QSP2)	Total number of faults reported per access	All occurrences observed during the reference period

The performance target applicable to QSP2 is as follows:

Indicator	Target
Total number of faults reported per access	0.10

2.2.3. Fault repair time (QSP3)

"Fault repair time" (QSP3) corresponds to the duration, in consecutive hours, from the instant a valid fault occurring on the network of the contracted party or on any interconnected public network supporting communications eligible for the calculation of QSP3 is reported to the contracted party by the consumer to the instant when full restoration of the service is achieved. For the purposes of measuring QSP3, the following definitions shall apply: (i) services of contracted party means services subject to fault reporting by consumers, (ii) full restoration of the service means return of the service to the initial situation existing prior to the fault occurring, i.e., resolution of the problem reported by the consumer, considered as corresponding to notification by the contracted party to the consumer as to resolution of the fault where not disputed by the consumer within a period of 5 working days. Similarly, the reported valid faults to be considered correspond to the reported valid faults defined in respect of QSP2.

For the purposes of measuring QSP3, the duration considered is the period of time which elapses from the instant when the contracted party is first made aware of a determined fault through a consumer report. This applies, in particular, in the case of faults reported more than once, whether or not by the same consumer.

For the purposes of measuring QSP3, consideration is not to be given to the time elapsing between the date, or time, of repairing a determined fault initially scheduled by the contracted party and a subsequent date, or time, scheduled to suit the convenience of the consumer.

For the purpose of measuring QSP3, consideration is to be given to the totality of valid faults resolved during the reference period, regardless of the dates on which they were reported.

For the purpose of measuring QSP3, consideration is not to be given to situations where: (i) following prior notice of a visit to the customer's premises, restoration of the service is deemed impossible for reasons attributable to the consumer; and (ii) the contracted party supplies a faster repair service in exchange for additional payment.

The information to be provided by the contracted party in respect of QSP3 is as follows: (a) time taken to repair faults occurring on the local access network corresponding to 80 percent and 95 percent percentile of the fastest repairs; (b) time taken to repair other

faults corresponding to 80 percent and 95 percent percentile of the fastest repairs; and (c) percentage of faults repaired within the fault repair deadline established by the contracted party as an objective in its offer to customers. With respect to this last set of data, the contracted party shall also provide information on the deadline which it establishes for the repair of faults as an objective governing provision to its customers during the reference period. In respect of QSP3, the contracted party is also required to provide information on the numbers which can be used to access fault reporting services.

A summary of the parameter, respective indicator and method of measurement to be followed by the contracted party is presented in the table below:

Parameter	Measurement	
	Indicator	Method
Fault repair time (QSP3)	(a) Time taken to repair faults occurring on the local access network corresponding to the 80% and 95% percentiles of fastest repairs (b) Times taken to repair other faults corresponding to the 80% and 95% percentiles of fastest repairs (c) Percentage of faults repaired within the deadline established by the universal service provider as a target governing provision to its customers	Total number of occurrences observed during the reference period

The performance objectives applicable to QSP3 are as follows:

Indicator	Target
(a1) Time taken to repair faults occurring on the local access network corresponding to the 80% percentile of fastest repairs (hours)	72
(a2) Time taken to repair faults occurring on the local access network corresponding to the 95% percentile of fastest repairs (hours)	165
(b1) Time taken to repair other faults corresponding to the 80% percentile of fastest repairs (hours)	47

Indicator	Target
(b2) Time taken to repair other faults corresponding to the 95% percentile of fastest repairs (hours)	108
(c) Percentage of faults repaired within the deadline established by the universal service provider as a target governing provision to its customers	80%

2.2.4. Unsuccessful call ratio (QSP4)

In line with the definition given in version 1.3.1 of the document ETSI EG 202 057-2, the "unsuccessful call ratio" (QSP4) corresponds to the measurement of the number of attempted calls to valid numbers properly dialled, where neither a called party busy tone nor ringing tone is obtained within thirty seconds from the instant when the information required for setting up a call is received by the network of the contracted party.

Information to be provided by the contracted party in respect of QSP4: (a) total number of calls eligible for the calculation of QSP4 separated by national calls and international calls; (b) ratio of unsuccessful calls in case of national calls; and (c) ratio of unsuccessful calls in the case of international calls.

The measurement of QSP4 is to be carried out at the level of the local switch, or equivalent infrastructure or at the level of network termination points, through the compilation of data on a sample which is representative of real outgoing traffic (for a period of one week per month, 7 days and 24 hours per day) over the year.

For the purpose of measuring QSP4, consideration is not to be given to calls delivered by the contracted party to an indirect access provider.

A summary of the parameter, respective indicator and method of measurement to be followed by the contracted party is presented in the table below:

Parameter	Measurement	
	Indicator	Method
Unsuccessful call ratio (QSP4)	(a) Total number of calls eligible for the calculation of QSP4 separated by national calls and international calls (b) Ratio of unsuccessful calls in case of national calls (b) Ratio of unsuccessful calls in case of international calls	Representative sample, at the level of the local switch, or equivalent infrastructure or at the level of network termination points, of real outgoing traffic (for a period of one week per month, 7 days and 24 hours per day), over the year.

2.2.5. Call set-up time (QSP5)

In line with the definition given in version 1.3.1 of the document ETSI EG 202 057-2, "call set-up time" (QSP5) corresponds to the period, measured in seconds, from the instant when the information required for setting up a call is received by the network of the contracted party to the instant when the called party busy tone or ringing tone is received by the calling party.

The information to be provided by the contracted party in respect of QSP5 is as follows: (a) total number of calls eligible for the calculation of QSP5 separated by national calls and international calls; (b) average period of time taken to set up a call in the case of national calls; (c) call set-up time, in the case of national calls, corresponding to the 95 percent percentile of fastest calls; (d) average period of time taken to set up a call in the case of international calls; and (e) call set-up time, in the case of international calls, corresponding to the 95 percent percentile of fastest calls.

The measurement of QSP5, as set out in version 1.3.1 of the document ETSI EG 202 057-2, is to be carried out at the level of local switches, or equivalent infrastructure or network termination points, through compilation of data in a representative sample of actual outgoing traffic over the year. Data should be collected for one week per month, 7 days and 24 hours a day.

For the purpose of measuring QSP5, consideration is not to be given to: (i) unsuccessful calls; and (ii) calls delivered by the contracted party to a provider of indirect access, which, subsequently, terminates the calls and charges the consumers. On the other hand, consideration is to be given to calls to ported numbers.

A summary of the parameter, respective indicator and method of measurement to be followed by the contracted party is presented in the table below:

Parameter	Measurement	
	Indicator	Method
Call set-up time (QSP5)	(a) Total number of calls eligible for the calculation of QSP5 separated by national calls and international calls (b) Average call set-up time in the case of national calls (c) Call set-up time, in the case of national calls, corresponding to 95% percentile of fastest calls (d) Average call set-up time in the case of international calls (e) Call set-up time, in the case of international calls, corresponding to 95% percentile of fastest calls	Representative sample, at the level of the local switch, or equivalent infrastructure or at the level of network termination points, of real outgoing traffic (for a period of one week per month, 7 days and 24 hours per day), over the year.

2.2.6. Bill correctness complaints (QSP6)

In line with the definition given in version 1.3.1 of the document ETSI EG 202 057-2, "bill correctness complaints" (QSP6) corresponds to the number of bills referring to services encompassed by the scope of the universal service resulting in a customer complaint about the correctness of the values billed.

For the purposes of measuring QSP6, consideration is to be given to all bills having a date of issue within the reference period and resulting in a complaint, irrespective of the result of the analysis and the data collection period. Requests for information on bills are not to be counted as bill correctness complaints.

Complaints about bills issued in respect of services included within the scope of the universal service by other entities, particularly in the context, if applicable, of the wholesale line rental offer (WLRO), should only be counted if the complaint refers to data sent by the contracted party to the other entities as necessary for the billing of the services in question.

Measurement of QSP6 is to include complaints which are handled over the telephone or handled face-to-face with the consumer.

As a rule, each bill should only be counted once for the purposes of QSP6. As an exception to this situation, complaints in respect of bills which have already been examined and for which a response has already been given by the contracted party are to be counted as new complaints when new facts are reported.

For the purposes of QSP6, the contracted party is to provide information on the total number of valid complaints referring to bills issued in respect of services encompassed within the scope of the universal service. This information is to be separated according to whether the bills in question have been issued by the contracted party or issued by other entities, particularly in the context, if applicable, of the WLRO.

The QSP6 is to be calculated obtaining the percentage of bills issued and resulting in complaints compared to the total number of bills issued.

A summary of the parameter, respective indicator and method of measurement to be followed by the contracted party is presented in the table below:

Parameter	Measurement	
	Indicator	Method
Bill correctness complaints (QSP6)	Percentage of bills resulting in complaints compared to the total number of bills issued	Total number of occurrences observed during the reference period

The performance target applicable to QSP6 is as follows:

Indicator	Target
Percentage of bills resulting in complaints compared to the total number of bills issued	0.04%

2.2.7. Information to be provided by the contracted party to consumers

The contracted party shall announce, on an annual basis, information on the performance levels determined in the context of measuring the above parameters, no later than one month following the end of each year of provision of the contracted service.

The information in question relates to the period of one year from the month in which provision of the services commenced.

The published information is to be separated by geographical area and by district. Announcement of the information on quality of service is to be published on the contracted party's website, in a visible and easily identifiable manner.

2.3. Annex 3 - Information to be submitted to ICP-ANACOM

The contracted party is required to submit performance reports to ICP-ANACOM, on a quarterly basis, in respect of the services provided, including detailed information about customers subscribing to the *Tarifário do Serviço Universal* (Universal Service Tariff) and respective traffic, about customers subscribing to the *Tarifário Reformados e Pensionistas* (Retirees and Pensioners Tariff) and respective traffic, about disabled customers, and about performance levels with respect to the quality of service parameters, as set out below.

2.3.1. Tarifário do Serviço Universal (Universal Service Tariff)

This information is to be provided no later than the last day of the month following the end of each quarter and is to include:

- a) Number of accesses to the public communications network by type and technology engaged by customers of the *Tarifário do Serviço Universal* (Universal Service Tariff) at the end of each month, separated according to the geographical area where the service was contracted;

- b) Number of minutes and number of calls, separated by each geographical area where the service was contracted and by the following traffic types and time period:
 - i. Traffic originated and terminated on contracted party network
 - Traffic local by time period
 - National traffic by time period
 - ii. Traffic originated on contracted party network and terminated on other operator networks in Portugal
 - Local traffic by time period
 - National traffic by time period
- c) Weight of each basket component in terms of revenues compared to total revenues from basket.

2.3.2. *Tarifário Reformados e Pensionistas* (Retirees and Pensioners Tariff)

This information is to be provided no later than the last day of the month following the end of each quarter and is to include:

- a) Number of accesses to the public communications network by type and technology engaged by customers of the *Tarifário Reformados e Pensionistas* (Retirees and Pensioners Tariff) at the end of each month, separated according to the geographical area where the service was contracted;
- b) Number of minutes and number of calls, separated by each geographical area where the service was contracted and by the following traffic types and time period:
 - i. Traffic originated and terminated on contracted party network
 - Traffic local by time period
 - National traffic by time period
 - ii. Traffic originated on contracted party network and terminated on other operator networks in Portugal

- Local traffic by time period
 - National traffic by time period
- c) Weight of each basket component in terms of revenues compared to total revenues from basket.

2.3.3. Disabled Customers

The contracted party is required to send ICP-ANACOM, no later than the last day of the month following the end of each quarter, the number of customers with access to the free features provided as part of the contracted services, separated according to contracted geographical area.

2.3.4. Parameters of Quality of Service

The contracted party is also required to send to ICP-ANACOM, no later than the last day of the month following the end of each quarter, a report which details the monthly measurements of the established parameters. In addition to quarterly reporting of the monthly measurements of the quality levels, an additional report is also to be sent with measurements corresponding to periods of one year - 12 months, from the month in which provision of the contract services commenced.

Information on the entire set of QSP is to be sent with data separated by district, as well as by geographical area.

The contracted party shall provide ICP-ANACOM with indication, on an annual basis and no later than the last working day of January, of the link to the website where, in accordance with point 2.2.7, it makes information available on quality of service.

In the event that, during a determined period, situations occur which are unforeseeable in nature, such as disasters or other cases of *force majeure*, upon providing the information on the quality of service, the contracted party shall:

- a) Report on the unforeseeable situations or situations of *force majeure* so occurring;
- b) Provide information, detailing both the actual parameters and the parameters calculated after discounting the occurrence referred to in a) and provide an explanatory note on the differences observed.

2.3.5. Time limits

The contracted party is to comply with its obligations to provide information as provided for herein, not later than six months subsequent to the date on which provision of the contracted services commenced.

3. Public pay-telephones

3.1. Annex 1 - Service specifications

3.1.1. Public pay-telephones provision

In accordance with article 87, point c) of the LCE, adequate provision of public pay-telephones makes up one of the provisions of the universal service.

Pursuant to article 90 of the LCE, the contracted party shall, in accordance with paragraph 3 of said article, ensure that public pay-telephones provided as part of the universal service allow:

- a) The establishment of local and national telephone calls involving geographic and non geographic numbers, in accordance with the *Plano Nacional de Numeração* (National Numbering Plan), and international telephone calls;
- b) Access, without charge, to the various emergency systems, using the single European emergency number "112" and other emergency and assistance numbers defined in the *Plano Nacional de Numeração* (National Numbering Plan), without the need to use coins, cards or any other means of payment; and
- c) Access to the comprehensive directory enquiry services under the terms defined in point c) of paragraph 1 of article 89 of the LCE.

The establishment of telephone calls as detailed above is to ensure provision of communication with all end-users, regardless of their service provider.

Public pay-telephones are to be accessible 24 hours per day, with the exception of public pay-telephones which are installed inside buildings to which access is not available on a permanent basis, constituting sites of social interest as defined in the following section, where use is subject to the opening hours of such buildings.

When installing public pay-telephones covered by the provision of the universal service, the contracted party is to ensure their compatibility with the technical standards which govern accessibility of urban buildings, and with the legal provisions applicable to the use of public spaces and installation of equipment for public use on public rights of way (particularly with the provisions of Decree-Law no. 163/2006 of 8 August). The contracted party shall further ensure that, in respect of the use of structures installed, users benefit from adequate protection from adverse weather conditions, according to the characteristics of the site of installation.

3.1.2. Offer specification

The total stock of public pay-telephones to be installed and maintained annually by the contracted party in each area corresponds to the application of the criterion of one public pay-telephone per parish, a further public pay-telephone per parish with over 1000 inhabitants and a further 32 percent of public pay-telephones installed in sites of social interest, resulting in the required stock as indicated in the table below.

For the purposes of complying with the present obligation, installation of public pay-telephones shall be performed over the duration of the contract in accordance with the administrative boundaries as laid down in the CAOP - *Carta Administrativa Oficial de Portugal* (Official Administrative Map of Portugal) of 2011

Areas	Districts	No. of public payphones (parishes)	No. of public payphones in sites of social interest	No. of public payphones (TOTAL)
North	Braga	765	1.177	4.855
	Porto	688		
	Viana do Castelo	362		
	Bragança	317		
	Vila Real	319		
	Aveiro	384		
	Guarda	365		
	Viseu	478		
	Sub-Total	3,678	1,177	
Centre	Castelo Branco	198	485	2.002
	Coimbra	320		
	Leiria	266		
	Lisboa	425		
	Santarém	308		
	Sub-Total	1,517	485	
South and Islands	Madeira	95	331	1.365
	Açores	237		
	Portalegre	124		
	Évora	130		
	Setubal	154		
	Beja	144		
	Faro	150		
	Sub-Total	1,034	331	

The contracted party shall ensure that a proportion of the total stock of public pay-telephones to be installed is adapted to the needs of disabled people in wheelchairs. No less than 5 per cent of the total stock of public pay-telephones to be installed by the contracted party in each geographical area is to be adapted for use by disabled people in wheelchairs, whereas the contracted party shall determine the most appropriate locations for such adapted pay-telephones.

For the purposes of installing public pay-telephones, sites of social interest are: (i) airports, (ii) educational establishments, (iii) prisons, (iv) metro stations, (v) hospitals and health centres, (vi) railway terminals, (vii) bus terminals, (viii) courts, and (ix) *lojas do cidadão* (citizen's bureaux).

Whereas equipment to be installed on public pay-telephones may accept other forms of payment, the contracted party is to ensure that 95 percent of the public pay-telephones which they install accept coins as a means of payment.

The public pay-telephones which are to be installed shall enable the performance of communications using virtual calling cards issued by other operators where these operators so request. For this purpose, if the contracted party provides the service of virtual calling cards, it should make a request to the other provider(s) of the universal service public pay-telephones in order that their cards may be used in on the public pay-telephones of such provider(s), which request is not subject to refusal.

The contracted party shall ensure that information about the services provided, as well as information about tariffs and accepted forms of payment, including, where applicable, procedures applying to the return of change, is displayed in a manner that is clear to users, at all public pay-telephones, or where this is not possible, at nearby locations.

Without prejudice to the requirement to comply with the obligations regarding the number of pay-telephones installed and respective geographic distribution, where the contracted party deems that it is necessary to remove a public pay-telephone, it shall display notice of such removal in a visible manner on the public pay-telephone which will be subject to removal, or where this is not possible at nearby locations, which notice is to be displayed at least one month in advance of the date of removal.

Likewise, without prejudice to the requirement to comply with the obligations regarding the number of pay-telephones to be installed and their respective geographical distribution, where the removal of a public pay-telephone would result in the removal of all public payphones installed at a determined location, the contracted party is required, prior to proceeding with said removal, consult potentially affected users, in particular, relevant local authorities and, where the site is one of special social interest, the bodies responsible for said site.

Prior to the removal or relocation of public pay-telephones, the contracted party shall first provide ICP-ANACOM with reasoned information.

3.1.3. Prices of calls

Provision of the universal service of public pay-telephones is to be undertaken with a view to the need to guarantee that respective pricing remains affordable for end-users of the service, ensuring that end-users are able to make use of a means to access a public communications network and use said network to make telephone calls.

The pricing of the contracted services is to be based on the principles of non-discrimination, guaranteeing in the application thereof equivalent conditions to all users in equivalent circumstances and geographic uniformity.

In furtherance of the general objective of affordability and the principles of non-discrimination and tariff uniformity, the contracted party shall provide a tariff which is applied uniformly in each one of the geographical areas comprising the provision of the universal service and between all geographical areas in which the provision is contracted.

The contracted party undertakes to comply with the annual price cap not exceeding CPI-2.75 percent, applicable to the price component of communications to the same network and to other fixed and mobile networks. Compliance with this rule will be verified on an annual basis, except in the first and second years of the contract for which it shall be guaranteed that the accumulated variation in pricing corresponds, as a minimum, to the application of the price cap over two years.

In compliance with the price cap rule, when the inflation rate is equal to or less than 2.75 percent, the contracted party will not be obliged to implement a negative nominal variation and may maintain prices as unchanged.

The starting point for prices to be charged by the contracted party is the price charged by the current USP (PT Comunicações) as on the date of publication of the documents comprising the tender, under the *tarifário de postos públicos* (public pay-telephone tariff), whereby a uniform price is applicable to calls originating on public pay-telephones and made to the same network and to other fixed networks.

The contracted party shall, on an annual basis, and in conjunction with the remaining designated providers of the universal service of public pay-telephones, and as appropriate, agree on the best means of reflecting the application of the price cap in compliance with the terms and conditions set forth in the present Decision. This

agreement is to be submitted to ICP-ANACOM for approval no later than the end of September in the year prior to the entry into force of *tarifário de postos públicos* (public pay-telephone tariff). In the event that no agreement is reached, ICP-ANACOM will, no later than in December of the same year and with basis in the profiling of overall traffic, establish the price at a national level.

3.1.4. Wholesale conditions

The contracted party is entitled to receive the supplement resulting from calls originating from the public pay-telephones of the contracted party which are not supported over the contracted party's own infrastructure, in accordance at all times with the stipulation established by ICP-ANACOM with regard to the reference interconnection offer of PT Comunicações SA, with respect to the origination of calls on public pay-telephones.

3.1.5. Publication of information

The contracted party is required, on an annual basis, to publish detailed information on public pay-telephones which are available, by contracted geographical area, with data disaggregated by parish, respective municipalities and districts.

This information shall also specify the means of payment accepted by the public pay-telephones in question, and, where applicable, the procedures adopted governing the return of change, features provided for users with special needs and other features provided by the total stock of public pay-telephones.

3.2. Annex 2 - Quality of service parameters and performance objectives

Notwithstanding the requirements of compliance with Regulation no. 46/2005, published on 14 June (*Regulamento da Qualidade de Serviço* (Regulation on Quality of Service)), the contracted party is required to comply with the following quality of service parameter: "Proportion of coin and card operated public pay-telephones in working order" and the respective performance objective.

The parameter (QSP) is to be measured at regional level, for each of the geographical areas covered by provision of the service.

Notwithstanding the requirements of quarterly reporting, the reference period for the purposes of QSP compliance is the equivalent of one year.

3.2.1. Proportion of coin and card operated public pay-telephones in working order

In line with the definition given in version 1.1.1 of the document ETSI EG 201 769-1, the "proportion of coin and card operated public pay-telephones in working order" corresponds to the measurement of the time, in days, during which existing public pay-telephones are in working order.

For the purposes of QSP measurement, and in line with the criteria considered in version 1.1.1 of the document ETSI EG 201 769-1, it is considered that a public pay-telephone is in working order when the consumer is able to access the services advertised at the public pay-telephone as normally available. In this context, working order means, in particular, the physical order of the apparatus, availability of the dialling tone and conclusion and correct billing of calls. A public pay-telephone is deemed not be in working order where it accepts coins and cards as payment methods and where only one or none of these methods is operational.

In respect of the QSP, the contracted party is required to provide information on the total number of complete days for which existing public pay-telephone are in working order during the reference period, and, for said purpose, are to maintain reliable and auditable records on the occurrence and duration of public pay-telephone faults.

The QSP is to be calculated by dividing the number of complete days for which existing public pay-telephones are in working order by the potential number of days of service of the average total stock of public pay-telephones.

A summary of the parameter, respective indicator and method of measurement to be followed by the contracted party is presented in the table below:

Parameter	Measurement	
	Indicator	Method
Proportion of coin and card operated public pay-telephones in working order (QSP)	Percentage of complete days for which existing public pay-telephones are in working order with respect to the potential number of days of service of the average total stock of public pay-telephones.	Total number of occurrences observed during the reference period

The performance goal applicable to QSP is as follows:

Indicator	Target
Percentage of complete days for which existing public pay-telephones are in working order with respect to the potential number of days of service of the average total stock of public pay-telephones.	96%

3.2.2. Information to be provided by the contracted party to consumers

The contracted party shall announce, on an annual basis, information on the performance levels determined in the context of the measurement of the above parameter, no later than one month following the end of each year of provision of the contracted service.

The information in question relates to the period of one year, from the month in which provision of the services commenced.

The published information is to be separated by geographical area and by district. The information on quality of service is to be published on the contracted party's website, in a visible and easily identifiable manner.

3.3. Annex 3 - Information to be submitted to ICP-ANACOM

The contracted party shall submit reports to ICP-ANACOM, on a quarterly or annual basis, as indicated below, on the performance of the provided services, including detailed information on installed public pay-telephones, on traffic, on public pay-telephones available to customers with disabilities, and on the performance levels of quality of service parameters, as explained below.

3.3.1. Information on public pay-telephones

The contracted party is required to send to ICP-ANACOM, on a quarterly basis and no later than the end of the month following the quarter to which it relates, statistical information with the following detail, by geographical area:

- a) Total number of public pay-telephone in its possession, by parish, municipality and district, separated according to their accepted means of payment;

- b) Public pay-telephones installed at sites of special social interest, disaggregated by parish, municipality and district;
- c) Number of public pay-telephones that correspond to new installations and removals occurring in the respective quarter, by parish, municipality and district.

The contracted party is required to provide information, on an annual basis, on the steps taken in respect of the removal of public pay-telephones in situations where such removal results in the removal of all public pay-telephones at a given location.

The contracted party is also required to provide information, on an annual basis, on the number of public pay-telephones which, in addition to voice services, also allow access to the Internet; this information is to be disaggregated for each contracted geographical area at district level.

3.3.2. Information on traffic

The contracted party is required to provide the following information, on an annual basis and no later than the last day of the month following the end of each year:

- a) Total number of minutes originated on the total stock of public pay-telephones, separated according to the geographical area where the service was contracted;
- b) Number of minutes and number of calls, separated by each geographical area where the service was contracted and by the following traffic types and time periods:
 - i. Traffic originated and terminated on contracted party network;
 - ii. Traffic originated on contracted party network and terminated in Portugal on other fixed network operators;
 - iii. Traffic originated on contracted party network and terminated in Portugal on other mobile network operators.
- c) Weight of each basket component in terms of revenues compared to total revenues from basket.

3.3.3. Public pay-telephones adapted for customers with disabilities

The contracted party is required to send to ICP-ANACOM, no later than the last day of the month following the end of each quarter and separated by contracted geographic area, data giving the number of public pay-telephones which have been adapted for use by customers with disabilities, detailing the features provided.

3.3.4. Quality of service parameters

The contracted party is required to submit a report to ICP-ANACOM, no later than the last day of the month following the end of each quarter, with the monthly measurements of the determined parameter. In addition to quarterly reporting of the monthly measurements of the quality levels, an additional report is also to be sent with measurements corresponding to periods of one year - 12 months, from the month in which provision of the contract services commenced.

Information on the QSP is to be sent with a breakdown by district, as well as by geographical area.

The contracted party shall provide ICP-ANACOM with indication, on an annual basis and no later than the last working day of January, of the link to the website where, in accordance with point 3.2.2, it makes information available on quality of service.

In the event that, during a determined period, situations occur which are unforeseeable in nature, such as disasters or other cases of *force majeure*, upon providing the information on quality of service, the contracted party shall:

- a) Report on the unforeseeable situations or situations of *force majeure* occurring;
- b) Provide information, detailing both the actual parameter and the parameter calculated after discounting the occurrence referred to in a) and provide an explanatory note on the differences observed.

3.3.5. Time limits

The contracted party is to comply with its obligations to provide information to ICP-ANACOM, not later than 6 months subsequent to the date on which provision of the contracted services commenced.

4. Provision of a comprehensive directory and of a comprehensive telephone directory enquiry service

4.1. Annex 1 - Service specifications

4.1.1. Directories and directory enquiry services

In accordance with the provisions of article 89, paragraph 1 of the LCE, the contracted party is to ensure the following provisions:

- a) Develop and publish a comprehensive directory service and make it available to end-users, in printed form, whereas the contracted party may give end-users the option of receiving the directory in electronic format;
- b) Provide a comprehensive telephone directory enquiry service through the number 118, involving the provision of data contained in the comprehensive directory as referred to in point a).

The contracted party shall ensure that the comprehensive directory is updated on an annual basis and made available with the same frequency to all users of publicly available telephone services.

The contracted party may ensure provision of the comprehensive directory service through the preparation, publication and provision of various directories organized by geographical area.

The contracted party shall guarantee that the comprehensive telephone directory enquiry service is made subject to periodic updates, in accordance with the stipulations of the present annex.

4.1.2. Information to be compiled from providers of publicly available telephone services

For the purposes of including customer information in the comprehensive directory service and, likewise, for purposes of the information to be provided in respect of the comprehensive telephone directory enquiry service, the contracted party is required to compile the following information, on an annual basis, from all providers of publicly available telephone services in activity in Portugal and in respect of all users who have authorized the release

of their data under the terms of legislation governing the processing of personal data and privacy protection in the electronic communications sector:

- a) Name of the customer;
- b) Address or postal code of the customer (address is not applicable where access is mobile);
- c) Telephone numbers;
- d) Type of use (telephone/fax) (not applicable where access is mobile);
- e) Address of installation (not applicable where access is mobile);
- f) Name to be given in the directory;
- g) Data on the modification of data;
- h) Identification of the provider.

The contracted party shall guarantee that users of publicly available telephone services are able to check the personal data contained in the telephone directories and directory enquiry service, enabling the correction of any errors or omissions, and ensuring compliance with relevant legislation on the processing of personal data.

The contracted party shall guarantee that the initial inclusion of information in respect of the comprehensive telephone directory enquiry service is made no less than 30 days following delivery of such information.

For the purposes of updating the information to be provided in connection with the provision of the comprehensive telephone directory enquiry service, the contracted party is required to make the updates sent by the various providers available within a period not exceeding 5 working days following the receipt thereof.

The contracted party shall guarantee that the information which is transmitted to it is not used for any other purpose, other than those purposes as result from compliance with the obligations inherent to the contracted services.

4.1.3. Information to be provided in the comprehensive telephone directory

The presentation of customer records are to take into account the need to facilitate consultation of the directories, respecting the principle of non-discrimination and technological neutrality and compliance with standards governing the protection of personal data and privacy.

The contracted party shall guarantee that records which are part of the telephone directory service are presented according to the following method of ordering.

- a) In alphabetical order of customers of the telephone services in Portugal without any division or identification by operator;
- b) By ascending order of numbers, according to the *Plano Nacional de Numeração* (National Numbering Plan).

The second criterion applies only to customers of more than one provider and/or customers who have more than one access line.

The preliminary pages of the printed version of the comprehensive directory, is to contain, separately and independently from spaces which the contracted party, if it sees fit, reserves for publicity, the following information of a utilitarian nature, which shall be clearly marked as such:

- a) Contact numbers of emergency services, comprising in particular the national emergency phone number - 112, the SOS intoxication number, the numbers of hospital emergency departments, *Centro de Busca e Salvamento Marítimo* (Maritime Search and Rescue Centre), fire services, emergencies of the Cruz Vermelha Portuguesa (Portuguese Red Cross), Police, Protection of Forests and the National Social Emergency Line, regardless of which electronic communications service provider supports them, as well as the respective communications costs;
- b) Contact numbers of public utility counselling and support services, comprising namely the contact numbers for the Associação de Apoio à Vítima (Association for Victim Support), Comissão para a Igualdade e para o Direito das Mulheres (Commission for Women Equality and Rights), Citizen / Elderly / Disabled / Life /

Child / Aids / Cancer Lines, regardless of which electronic communications service provider supports them, as well as the respective communications costs;

- c) Identification and telephone numbers of customer support services and of directory enquiry services of each provider of publicly available electronic communications services that so request, identifying the communications costs of such services, as well as the websites of each of the referred providers;
- d) National and international country codes.

In order to ensure the inclusion of information stipulated in point c), providers of publicly available electronic communications services shall report to the contracted party the data they intend to include in the preliminary pages of directories. Such information is to be published whenever it is communicated to the contracted party at least 25 working days in advance of the closure date of the directory's edition.

Whenever requested, the contracted party is to inform the providers of electronic communications services of the closure dates of the editions of each directory, the closure of which is due within 60 days, notwithstanding that such information may be provided on its website.

The information of utilitarian nature referred to in points a) to d) is to be included in the directory in a non-discriminatory manner and without any charge to announcing entities.

4.1.4. Information to be provided in comprehensive telephone directory enquiry service

The contracted party shall ensure that the comprehensive telephone directory enquiry service is available 24 hours a day on all days of the year, whereas it is to be accessible from all providers of publicly available telephone services.

The contracted party shall further guarantee that this service makes it possible for all end-users to obtain information concerning:

- a) telephone numbers based on the customer's name or address;
- b) customer names or addresses based on telephone number.

User may make up to 2 enquiries per call.

4.1.5. Publicity in the provision of the universal service

The contracted party may not convey any type of publicity message through the telephone directory enquiry service provided using the 118 number.

The contracted party may, if it sees fit, include publicity in the printed telephone directory to be made available in respect of the universal service, provided that the following conditions are observed:

- a) The inclusion of publicity may not lead to a distortion of the telephone directory service nor may it prevent directory users from obtaining information on subscribers of telephone services in a swift and effective manner;
- b) Publicity is to be restricted to a limited area, clearly identified as being a space reserved for publicity, by including the word "PUBLICIDADE" (ADVERTISING) at the top of the page where it is inserted;
- c) The contracted party shall announce and maintain as available to interested parties, no less than three months in advance of the closing date of the selling campaign, information on the conditions governing inclusion of publicity in directories, including pricing, as well as time limits and procedures to be followed for this purpose;
- d) The contracted party shall guarantee that all electronic communications service providers have, under the same conditions, identical spaces to disclose and announce the provision and conditions of use of the service provided.

Where the contracted party undertakes publication of the comprehensive directory contracted in respect of the provision of the universal service jointly with directories which provide publicity, it shall ensure that both directories are clearly identified and delimited, both by the different colours of paper on which it is printed, and by separators that unmistakably indicate the beginning and end of each edition.

4.1.6. Affordability

The contracted party may not charge telephone service providers in consideration for the processing and disseminating information, for preparation, publication and provision of telephone directories or for the comprehensive telephone directory enquiry service.

In accordance with paragraph 2 of article 89 of the LCE, undertakings which provide publicly available telephone services are to reach agreement with the contracted party as to the format and conditions by which they shall provide relevant information on their subscribers, which conditions are to be fair, objective, cost oriented and non-discriminatory. Failing such agreement, the provisions of paragraphs 3 and 4 of article 89 of the LCE apply.

4.1.6.1. Comprehensive Telephone Directory

The contracted party shall ensure the publication and distribution of the comprehensive directory, on a free-of-charge basis, to all end-users regardless of their provider.

4.1.6.2. Telephone Directory enquiry service

The contracted party is to be remunerated according to the retail price of calls made to the comprehensive telephone directory enquiry service, and shall, for each call, pay the access provider in respect of the price of origination and billing and collection, in accordance with that provider's interconnection tariff.

The retail price of the comprehensive telephone directory enquiry service charged by the contracted party during the period covered by the contract may be adjusted annually in line with the rate of CPI.

The starting point for the prices to be charged by the contracted party is to be the price charged by the designated contracted party as on the publication date of the legal instruments comprising the tender, in the *tarifário do serviço de informação de listas* (directory enquiry service tariff).

4.1.7. Offers for people with disabilities

In furtherance of the provisions of paragraph 1 of article 91 of the LCE, the contracted party shall make special offers available to ensure that disabled end-users have access to the comprehensive telephone directory service and comprehensive telephone directory enquiry service in an equivalent manner to other end-users

End-users with disabilities are deemed to include end-users who are blind or partially sighted.

The contracted party is to allow such end-users as referred to in the preceding paragraph to make 20 calls per month without charge, on a non-cumulative basis, to the telephone directory enquiry service.

The contracted party shall make the offer referred to above available to users who are carriers of a *Certidão Multiuso* (Multipurpose Certificate) issued pursuant to Decree-Law no. 174/97 of 19 July, amending Decree-Law no. 202/96 of 23 October, a current membership card with a disabled association with which the user is registered, or medical certificate attesting that the user is a visually impaired person.

4.2. Annex 2 - Quality of service parameters and performance objectives

Without prejudice to the requirement to comply with Regulation no. 46/2005, as published on 14 June (Regulamento da Qualidade de Serviço (Regulation on Quality of Service)), the contracted party is bound to comply with the following quality of service parameter, "Response time for directory enquiry services" and with the respective performance targets.

The parameter is to be measured at a national level.

Notwithstanding the requirements of quarterly reporting, the reference period for the purposes of QSP compliance is the equivalent of one year.

4.2.1. Response time for directory enquiry services

Without prejudice to the application of specific legislation governing telephone call centres, the contracted party is required to comply with the indicators of this parameter.

In line with the definition given in version 1.3.1 of the document ETSI EG 202 057-2, "Response time for directory enquiry services" corresponds to the duration, measured in seconds, from the instant that the ringing tone is obtained to the instant a human operator or an equivalent response system, which is voice-activated or activated by other means, answers the calling user to provide the number information requested.

For the purposes of measuring this QSP, directory enquiry services refer only to the "118" service. In line with the approach set out in version 1.3.1 of the document ETSI EG 202 057-1, the duration to be considered is the time which the consumer spends: (i) while the human operator or an equivalent system response is unavailable; and (ii) going through

response systems, voice activated or otherwise, to reach a point where the call is effectively answered by a human operator or by an equivalent response system.

For the purposes of measuring this QSP, the time spent handling the consumer's request for information actually required is not be considered, including time taken in conversation between the consumer and the human operator or an equivalent response system and the time which databases used by the human operator or by an equivalent response system take to respond.

The information provided by the contracted party under this QSP is as follows: (a) mean response time for directory enquiry services; and (b) percentage of calls to directory enquiry services which are answered within 20 seconds by human operators or equivalent response systems.

For the purposes of measuring this QSP, consideration is to be given to the totality of calls to directory enquiry services which are answered within 20 seconds by human operators or equivalent response systems and which are made during the reference period, irrespective of their origin.

A summary of the parameter, respective indicator and method of measurement to be followed by the contracted party is presented in the table below:

Parameter	Measurement	
	Indicator	Method
Response time for directory enquiry services (QSP)	(a) Mean response time for directory enquiry services (b) Percentage of calls to directory enquiry services which are answered within 20 seconds by human operators or equivalent response systems	Total number of occurrences observed during the reference period

The performance objectives applicable to the QSP are as follows:

Indicator	Target
(a) Mean response time for directory enquiry services (seconds)	5

Indicator	Target
(b) Percentage of calls to directory enquiry services which are answered within 20 seconds by human operators or equivalent response systems	95%

4.2.2. Information to be provided by the contracted party to consumers

The contracted party shall announce, on an annual basis, information on the performance levels determined in the context of the measurement of the above parameter, no later than one month following the end of each year of provision of the contracted service.

The information in question relates to the period of one year, from the month in which provision of the services commenced.

Announcement of the information on quality of service is to be published on the contracted party's website, in a visible and easily identifiable manner.

4.3. Annex 3 - Information to be submitted to ICP-ANACOM

4.3.1. Provision of directory services

For the purposes of compliance with the provisions governing the insertion of publicity and information of utilitarian nature in the comprehensive telephone directory, the contracted party is required to send draft pages with information on the information of utilitarian nature referred to in point 4.1.3 to ICP-ANACOM, no later than 20 working days prior to the closing date of the respective edition, which closing date means the date from which no further changes to the content of the directory can be accepted.

It shall also send ICP-ANACOM, for information purposes and on the date they become available, details of the conditions governing the inclusion of publicity as referred to in point 4.1.5.

4.3.2. Disabled Customers

The contracted party is required to submit to ICP-ANACOM, on an annual basis and no later than the last working day of January, information on the free features made available to customers with disabilities in respect of the contracted services.

4.3.3. Quality of Service Parameters

The contracted party is required to submit to ICP-ANACOM, no later than the last day of the month following the end of each quarter, a report with the monthly measurements of the determined parameter. In addition to quarterly reporting of the monthly measurements of the quality levels, an additional report is also to be sent with measurements corresponding to periods of one year - 12 months, from the month in which provision of the contract services commenced.

The contracted party shall provide ICP-ANACOM with indication, on an annual basis and no later than the last working day of January, of the link to the website where, in accordance with point 4.2.2, it makes information available on quality of service.

In the event that, during a determined period, situations occur which are unforeseeable in nature, such as disasters or other cases of *force majeure*, upon providing the information on the quality of service, the contracted party shall:

- a) Report on the unforeseeable situations or situations of *force majeure* occurring;
- b) Provide information, detailing both the actual parameter and the parameter calculated after discounting the occurrence referred to in a) and provide an explanatory note on the differences observed.

4.3.4. Time limits

The contracted party is to comply with its obligations to provide information as provided for herein, not later than six months subsequent to the date on which provision of the contracted services commenced.