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Determination of 31.7.2001

INTERNET ACCESS CONDITIONS

Within the framework for promoting Internet access and taking into account the targets set at an European and national level, ICP's intervention has become necessary, namely in defining the Internet access price regime, thus affecting the entire value chain of service provision.

Thus, upon determination of 21/02/01, ICP's Board of Directors determined that Internet traffic shall be integrated within the framework of interconnection, thereby moving from a revenue sharing model between the direct access operator and ISPs, to an interconnection model based on call origination charges, in which the ISPs are responsible for setting the price of Internet access via the fixed telephone network to be paid by the end user, paying an origination charge to the direct access operator. Under the terms of the said determination, this evolution would involve a transition period, ending on 31/05/01. However, ISP's may adhere to the call origination model at any moment prior to that date. The following elements were also determined: price levels and billing terms and conditions, ISDN access line – primary rate interface for interconnection between POPs and the switches of PT Comunicações, S.A. and network restructuring.

Subsequent to the above-mentioned determination, on 01/03/01, PT Comunicações, S.A. published an Internet Access Reference Offer (IARO).

As a result of the concerns and questions raised by market operators, PT Comunicações, S.A. was given clarifications regarding ICP's understanding of (i) the prices applicable to ISDN access lines - primary rate interfaces (ISDN PRI) used to enable remote POPs (determination of 03/05/01), (ii) the applicability of IARO conditions to Internet access traffic irrespective of the associated means of transmission (determination of 16/05/01) and (iii) the applicable prices for the billing service.

In light of the fact that no interconnection agreements regarding Internet access traffic had been signed between PT Comunicações, S.A. and interested parties by the end of the deadline for implementing ICP's determination of 21/02/01, ICP decided on 31/05/01, under the terms of paragraph c) of point 1 of article 16 of Decree-Law no. 415/98, of December 31st, that PT Comunicações, S.A. should conclude the negotiation of agreements within 10 days and send them to ICP up until 10 days after being signed.

On 19/06/01, PT Comunicações, S.A. submitted to ICP four agreements signed within the framework of Internet access services provision and a contract of minimum terms and conditions for the implementation of the call origination model. On the same date, OniTelecom – Infocomunicações, S.A. and Novis Telecom, S.A. (on 18/06/01), requested ICP's intervention in the negotiation of interconnection agreements to apply to Internet access traffic to be signed with PT Comunicações, S.A., under the terms of article 16 of Decree-Law no. 415/98, in order to enable such agreements to be signed with the utmost brevity.

Thus, it was decided, by determination of 25/06/01 that (i) ICP shall intervene in order to guarantee the conclusion and conformity of agreements with the determination of 21/02/01, (ii) ICP would carry out a detailed analysis of agreements/contracts already signed, in order to verify the need for intervention, under the terms of article 17 of Decree-Law no. 415/98. (iii) an additional period to the transition period shall be set, to end on 31/10/01, and ISPs may adhere to the new model established in the determination of 21/02/01 at any moment prior to

this date, having established a hearing with PT Comunicações, S.A., under the terms of article 100 and following articles of the Administrative Procedures Code.

Meetings were subsequently organised between ICP and the operators and interested service providers, in order to enrich the decision process.

In consideration of the objectives and guidelines specified in article 4 of Decree-Law no. 415/98 - specifically the promotion of user interests and effective allocation of used resources and fair and effective competition in the telecommunications sector - ICP's Board of Directors, under the terms of article 16, point 1, paragraphs a) and b) and point 2, of Decree-Law no. 415/98, of December 31st, in an ordinary meeting held on 31/07/01, decided the following:

- 1 The rules defined in the annexed document must be observed in interconnection agreements applicable to Internet access traffic to be signed between PT Comunicações, S.A. and interested parties.
- 2 In conformity with paragraph c) of article 22 of Decree-Law no. 415/98, full copies of agreements signed in this framework must be submitted to ICP, within a maximum of 10 days after the date of signature of the respective agreement.

Following the draft decision integrated in the determination of 25/06/01, regarding the setting of a supplementary period to the transition period, and after a hearing with PT Comunicações, S.A., under the terms of article 100 and following articles of the Administrative Procedures Code, ICP's Board of Directors, under the terms of article 13 of Decree-Law no. 415/98, of December 31, also decided in the same ordinary meetings held on 31/07/01:

- 3 To establish a supplementary period for the transition period, to end on 31/10/01, during which ISPs may adhere to the new model established in the decision of 21/02/01, at any moment prior to the date now stipulated.

Finally ICP's Board of Directors also recommended that PT Comunicações, S.A. should review agreements already signed (namely between PT Comunicações, S.A. and Global One Comunicações, S.A., between PT Comunicações, S.A., and Unimaster Informática e Telecomunicações, Lda., between PT Comunicações, S.A., and PT Prime - Soluções Empresariais de Telecomunicações e Sistemas, S.A., between PT Comunicações, S.A., and Telepac II, Comunicações Interactivas, S.A. and between PT Comunicações, S.A., and Sonet Serviços Internet, Lda.) in order to ensure that they satisfy the rules defined in the document in the Annex.

ANNEX

CONDITIONS TO BE INCLUDED IN THE INTERCONNECTION AGREEMENTS APPLICABLE TO INTERNET ACCESS TRAFFIC TO BE SIGNED BETWEEN PT COMUNICAÇÕES, S.A. AND INTERESTED PARTIES, TO BE IN FORCE IN 2001

I. BILLING, COLLECTION AND RISK OF BAD DEBT LIABILITY

Under the terms of the determination of 21/02/01, and subsequent clarifications, it was defined that the maximum price of PTE 1.60 (excluding VAT), per call, applicable to the billing service to be provided by PT Comunicações, S.A. (in the metered service and calls made outside the off-peak period defined for the unmetered service) includes collection charges.

In the meetings held between ICP and interested parties, aspects associated to billing, collection and risk of bad debt liability were addressed.

In these meetings discussion also took place regarding specific alternatives regarding the liabilities and conditions associated to bad debt liability, specifically:

- The possibility of the operator and/or service provider to assume the risk of bad debt liability;
- The possibility of interested parties commercially negotiating an additional price to the billing service to be provided by PT Comunicações, S.A., to cover the risk of bad debt liability.

In accordance with the audited costing system currently used by PT Comunicações, S.A., the provisions for bad debt liability and past due debts, that were not considered as a whole in the determination of 21/02/01, are considered as joint costs for the purposes of definition of the billing price.

Thus:

- a) Considering that the determination of 21/02/01, that establishes the maximum price applicable to the billing (and collection) service provided by PT Comunicações to be PTE 1.60 (excluding VAT) per call, in the metered service and calls made outside the off-peak period defined for the unmetered service) does not include the risk of bad debt liability;
- b) Bearing in mind the principle of freedom of negotiation, foreseen in Decree-Law n. 415/98;
- c) Bearing in mind that certain entities, specifically Internet access service providers that also offer the fixed telephone service (possibly via companies of the same group), that provide FTS billing systems to their respective direct access and indirect access customers, in principle, will have management processes for past due debts, although perhaps on a limited scale;
- d) Taking into consideration that certain entities that solely provide Internet access services, normally within an essentially regional framework and focusing on the business segment, will have close and privileged contacts with the overall set of users of the respective services, and therefore, in principle, will have a lower risk of bad debt liability.

1. It is reiterated that the maximum price of PTE 1.60 (excluding VAT) per call, applicable to the service of billing (and collection) does not include the risk of bad debt liability.

2. The risk of bad debt liability must be assumed by the operator and/or service provider, unless there is an agreement to the contrary, whereby the respective price may be freely negotiated between the parties.

II. BILLING PROCEDURES

In accordance with the proposal from PT Comunicações, S.A., in the cases in which an ISP makes use of a collection service, the payment period of PT Comunicações, S.A. will be subject to an additional 30 days in relation to the receivables deadline. Thus, according to this entity, in the calculation of accounts made at the start of month n , consideration will be made of invoices regarding traffic that took place in the month $n-3$, invoices of PT Comunicações, S.A. regarding traffic, billing and collection that took place in the month $n-2$ and invoices derived from other services provided in the month $n-1$.

This subject was discussed within the framework of meetings held with interested parties. These entities defended the idea that there should not be an additional deadline for the purpose of settling accounts regarding the receivables deadline from customers and presentation of invoices of PT Comunicações, S.A. regarding traffic and the billing service.

In consideration that:

- a) ICP, by determination of 21/02/01, decided that PT Comunicações, S.A., on request by interested operators and providers, must guarantee billing of traffic destined to the numbering range assigned to ISPs;
- b) It is reasonable that the settling of accounts should take place after receipt by PT Comunicações, S.A. of the overall amount owed by end customers, taking into account the billing cycle of PT Comunicações, S.A. to its respective customers;
- c) Settlement of accounts should take place as quickly as possible, after receipt by PT Comunicações, S.A. of the overall amount owed by end customers.

3. Settlement of accounts regarding traffic held in the month $n-2$ should take place, at the latest, by the last working day of the month n .

III. NATURE OF THE AGREEMENT

Through the determination of 21/02/01, ICP decided, under the terms of point 1 of article 13 of Decree-Law no. 415/98, that PT Comunicações, S.A. must introduce a set of alterations to its services on offer, to be contained within an Internet Access Reference Offer.

Subsequently, via determination of 16/05/01, confirmation was provided of the understanding of the said determination of 21/02/01, that Internet traffic is to be integrated within the framework of interconnection, subject to the regulatory framework and instruments specified in Decree-Law no. 415/98.

In the requests for ICP's intervention in negotiations of interconnection agreements applicable to Internet access traffic, made by Onitelecom and by Novis Telecom, specific aspects of the regulatory framework applicable to the agreements to be signed between PT Comunicações, S.A. and interested parties were identified, specifically in terms of the need to clearly establish, within the agreements to be signed, that these are subject to the terms of Decree-

Law no. 415/98. This subject was also addressed in the meetings held between ICP and interested parties.

Subsequently, following these meetings, PT Comunicações, S.A. presented a proposal that integrated, within the framework of the interconnection agreements applicable to Internet access traffic, the mechanism of resolution of litigation specified in article 18 of Decree-Law no. 415/98.

4. It is reiterated that the interconnection agreements applying to Internet access traffic are subject to the terms of Decree-Law no. 415/98, and this aspect must be specified in the agreements.

IV. MEANS OF TRANSMISSION

□ ISDN PRI System

The majority of interested parties consider that ISDN PRI should be considered as leased circuits provided within the framework of RIO 2001, subject to the conditions that thereby result, specifically in terms of (i) supply deadlines, (ii) service quality (e.g. availability and repair times) (iii) discounts, especially in terms of extension circuits and (iv) terms of exemption from installation charges.

▪ Supply deadlines

PT Comunicações, S.A. guarantees the indicated ISDN PRI delivery deadlines, as well as the respective extensions, provided that they have been included in the provisions forecast of the telecommunications means required for Internet access.

These deadlines are considered to be reasonable, in comparison with the prices currently forecast for similar services, provided within the framework of interconnection agreements, signed under the terms of the RIO 2001.

It is also to be expected that the services delivery deadlines proposed by PT Comunicações, S.A. will be in line with similar deadlines specified in the RIO 2001 and the interconnection agreements signed under the terms of RIO 2001 and the framework of relationships between PT Comunicações, S.A and ISPs practised to date.

5. The deadlines presented by PT Comunicações, S.A., indicated in the table below, are accepted, without prejudice to the possibility of setting other deadlines in the future, due to market needs and evolution:

Type of Service		Test Delivery Deadline
Connection of a new POP to a Point of Access	Analysis of Request	3 working days
	Implementation after validation	30 working days
Increase of ISDN PRIs connected to a Point of Access without substitution of transmission equipment.		15 working days

Increase of ISDN PRIs connected to a Point of Access with substitution of transmission equipment.	30 working days
Installation of an extension ISDN PRI	30 working days
Opening access to a new prefix	10 working days
Change of traffic routing	10 working days
Tariff change	10 working days

▪ Service quality

In relation to service quality, concern was expressed by various operators and especially services providers in relation to repair times and availability of ISDN PRI.

According to the proposal by PT Comunicações, S.A., the average faults repair deadline in the framework of interconnection agreements applicable to Internet access traffic is 12 working hours. In the interconnection agreements signed under the terms of RIO 2001, an average faults repair deadline of 5 hours per interconnection circuit is guaranteed for 80% of cases, and a maximum 24 hour deadline for 100% of cases. In relation to the level of availability, PT Comunicações, S.A., does not foresee the inclusion of this indicator within the framework of interconnection agreements applicable to Internet access traffic.

Thus:

- a) Given that the intrinsic logic associated to ISDN PRI and especially the technological differences between ISDN PRI (subscriber signalling) and leased circuits with the SS#7 signalling system, although supported in the same physical means of transmission, has a specific impact on the level of network monitoring, security and supervision and respective support procedures and consequently has repercussions on service quality;
- b) Given that part of the questions hereby raised have been resolved to date within the framework of the Regulation for the Operation of the Fixed Telephony Service;
- c) Considering that in order to improve the objectives of service quality it may be indispensable to make significant investments in the implementation of new systems and procedures, and that such investments may not be recovered due to technological and market evolutions and especially growing demand for circuits with the SS#7 signalling system for interconnection of POPs of ISPs to the switches of PT Comunicações, S.A., regarding which several operators and service providers have expressed an interest;
- d) Also taking into consideration the price applicable to ISDN PRIs used by ISPs to interconnect their POPs to the switches of PT Comunicações, S.A. and the consumer retail price of the same ISDN PRIs as well as the levels of service quality offered.

6. It is considered at present not to be reasonable to impose levels of service quality similar to those established in the interconnection agreements signed under the terms of RIO 2001, for leased circuits in the ISDN PRIs used by ISPs to interconnect their POPs to the switches of PT Comunicações, S.A..

7. It is also considered at present to be premature to integrate within the framework of the agreements, an indicator of service quality regarding the degree of availability,

without prejudice to the fact that other levels and/or indicators may be set in the future in the event that this is considered appropriate.

▪ **Discounts**

Attention is drawn to the terms of the determination of 21/02/01: "From 01/03/01, the maximum price of ISDN access line - primary rate interface to be used by ISPs for interconnection between its POPs and the switches of PT Comunicações, should be reduced by 20% in relation to the consumer retail prices prevailing in 2001. For this purpose a transparent and non-discriminatory system of discounts shall be used".

In relation to the extension of ISDN PRIs to points of access other than those to which the referred to ISDN PRIs are connected, it is considered that, given the associated pricing structure, it is reasonable to apply any possible discounts offered within the scope of leased circuits to these means of transmission, while respecting principles of transparency and non-discrimination.

8. The discounts offered within the scope of leased circuits shall be applied to the extensions of ISDN PRIs.

▪ **Terms of Exemption from Installation Charges**

Several entities consider that, in conformity with the practises currently in practice in the provision of leased circuits, consideration should be made of the possibility of exemption from installation charges, namely in the case of ISDN PRIs with a stable configuration.

In this respect it is also important to underline, that according to the data of the costing system used by PT Comunicações, S.A., for the 2000 financial year, this operator's margin in the installation of ISDN PRIs recorded a loss in 2000, and that this situation is likely to be maintained in 2001, despite probable efficiency and productivity gains. Nonetheless, in light of the determination of 21/02/01 in relation to (i) reduction of the consumer retail price of ISDN PRI and (ii) reduction of the price of ISDN PRIs used by ISPs to interconnect their POPs to the switchers of PT Comunicações, S.A., the margin is likely to be reduced in 2001.

In this context, overall analysis of prices and costs regarding the monthly fee and the installation of ISDN PRI indicates that PT Comunicações, S.A.'s margin in the provision of ISDN PRIs may be globally negative, in the event of introduction, under specific conditions, of exemption from the installation charges of ISDN PRI.

Attention should also be drawn to the fact that according to the expectations of certain operators and service providers, technological evolution may lead, in the short term, to migration from the use of ISDN PRI to circuits with the SS#7 signalling system, whereby PT Comunicações, S.A.'s likely revenue from the monthly fees of ISDN PRI may be insufficient to compensate the possible exemption from the installation charge for such access lines.

In this context:

9. Sufficient grounds are not identified to impose on PT Comunicações, S.A. exemption from the installation charge of ISDN PRI in the framework of interconnection agreements applicable to Internet access traffic, especially considering the global economy of this business segment and the principle of cost orientation.

❑ **Circuits with the SS#7 signalling system for Interconnection between POPs of interested Parties and the Switches of PT Comunicações, S.A.**

Several operators and service providers also highlighted the possibility of interconnection between the respective POPs and the switches of PT Comunicações, S.A. via circuits with the SS#7 signalling system.

In this context, it has already been clarified by the determination of 16/05/01, that irrespective of the associated means of transmission, the conditions of the Internet Access Reference Offer are applicable to Internet traffic, under the terms foreseen in the said proposal, namely the off-peak-period price level.

10. It is reiterated that operators and service providers may choose to interconnect their POPs to the switches of PT Comunicações, S.A. with means of transmission other than ISDN PRI, and must, in this case, apply to Internet traffic the conditions of the Internet Access Reference Offer under the terms foreseen in the said proposal, namely the off-peak-period price level

V. COMPLEMENTARY SERVICES

In the framework of the negotiations of interconnection agreements applicable to Internet access traffic, PT Comunicações, S.A. presented a set of prices to be practised for complementary services, namely (i) activation or deactivation of a flat rate package on request (ii) automatic activation or deactivation of a flat rate package (iii) alteration of traffic routing (iv) tariff changes and (v) opening access to a new prefix.

Several of these complementary services (namely alteration of traffic routing and opening access to a new prefix) are also applicable within the framework of the RIO 2001.

In the scope of the analysis of the RIO 2001, and following clarification requests by ICP, PT Comunicações, S.A. presented grounds, in terms of costs for the proposed prices, essentially identifying two types of cost associated to provision of the service: (i) internal labour costs for implementation of the service broken down into different tasks, with different execution times according to the service; and (ii) external labour costs for updating computing applications.

In this framework, the estimates presented by PT Comunicações, S.A., were revised in the light of the principle of cost orientation and taking into consideration the normal methodology and assumptions adopted by ICP in cost analysis.

In relation to activation or deactivation of a flat rate package (these services are not included within the RIO 2001) PT Comunicações, S.A. proposed a price of PTE 461 per access for activation or deactivation of a flat rate package on request, and PTE 200 per access for automatic activation or deactivation of a flat rate package. Justification in terms of costs was not presented for these prices. Nonetheless, it is understood that the associated costs, in particular the process of automatic activation/deactivation of a flat rate package should not be very high, for two main reasons:

First, because alterations in tariffs resulting from a change in the location of the POPs of the operators and service providers, implying a deactivation and possible an activation of a service, tend to be made by the system in an automatic way.

Second, because the information regarding this fact is sent in an electronic format to the operators and service providers, in principle with a low level of associated cost. As a result, in light of existing data, the price of PTE 200 per access for the activation/deactivation of a flat rate package, proposed by PT Comunicações, S.A., is considered to be excessive.

In relation to the price of activation/deactivation of a flat rate package on request, it is recognised that there are associated costs to the activities involved (receipt, validation and activation of requests and confirmation of implementation). Nonetheless, due grounds should be presented for such costs.

In light of the above:

11. The prices of complementary services to be included in interconnection agreements applicable to Internet access traffic are as follows:

	Price (excluding VAT)
Alteration of traffic routing (on request)	PTE 8,750
Tariff change	PTE 86,120
Opening access to a new prefix of the Operator/Service Provider	PTE 111,270

12. Interconnection agreements applicable to Internet access traffic, should not consider prices for activation or deactivation, either automatically or on request, of flat-rate packages, since it has not been demonstrated that there are additional costs for such services. Such prices may subsequently be included in the agreements, with retroactive effects, after presentation of due grounds justifying the underlying costs and respective analysis by ICP.

13. PT Comunicações, S.A.'s cost accounting system must present from 2001 onwards the costs associated to each of the complementary services, in conformity with applicable principles.

VI. INTERRUPTIONS OF THE SERVICE AND LIABILITIES

Under the terms of PT Comunicações, S.A.'s proposal, this entity might temporarily interrupt or suspend the service, if the following circumstances would be verified:

- The need to carry out routine control, adjustment or maintenance operations, in order to ensure the proper functioning of the service;
- The need to carry out activities of implantation, extension or conservation of its network.

In the said proposal the above-mentioned actions depend on the PT Comunicações, S.A.'s planning, which whenever possible shall be communicated to operators and service providers.

Several entities considered that the principle of prior notice should always apply, except in cases of *force majeure*.

14. In accordance with ICP's determinations in the framework of the RIO, the rule of prior notice is understood to apply, irrespective of the duration of the (likely) actions to be taken, except in duly justified exceptional circumstances, and without prejudice to the implementation of any action to minimise adverse impacts on the quality service level. Prior notice should be provided with sufficient advance in order not to affect the service offered by the other operators and service providers, and the said actions should be duly justified.

VII. AGGREGATION POINTS OUTSIDE THE AREAS OF LISBON AND OPORTO

In the determination of 21/02/01 it was established that PT Comunicações, S.A. should present a network restructuring plan in the rest of the country. In the meetings held with ICP, PT Comunicações, S.A. confirmed that the process of network restructuring in the zones outside Lisbon and Oporto would be delayed, and several studies are still underway in this regard.

The opinion of other entities was that ICP should set a binding date for PT Comunicações, S.A. to present a concrete proposal of the aggregation points for the entire national territory.

In the said meetings, the majority of interested entities, including PT Comunicações, S.A., considered that 31/10/01 was a suitable deadline for this purpose.

15. PT Comunicações, S.A. shall present the network restructuring plan for zones outside Lisbon and Oporto by 31/10/01.

VIII. NUMBERING FOR THE FLAT-RATE PACKAGE

In relation to numbering, several entities suggested that level 68 of the National Numbering Plan (NNP) be opened specifically for Internet access services via flat-rate packages, as follows:

68 ab y xxx

- ab ISP Code, assigned by ICP in the framework of the NNP
- y Associated service (e.g., y = 1: limited flat-rate package;
y = 2: unlimited flat-rate package)

PT Comunicações, S.A.'s current proposal for the numbering associated to the Internet access service is as follows:

67 ab YZ xxx

- ab ISP Code, assigned by ICP in the framework of the NNP
- YZ Associated Service
- Y Z = 19 - limited flat-rate package, economy period
- Y Z = 29 - unlimited flat-rate package
- Y Z ? 19, 29 – metered service

The majority of entities considered PT Comunicações, S.A.'s proposal to be reasonable, and also stated that this is not a key issue in the framework of interconnection agreements.

Thus:

Considering that numbers are still a limited resource, whose management should observe principles of transparency, equity and efficiency.

Emphasising and considering the universe of interests of interested parties and proper information to the end user, and also taking into account that numbering associated to the Internet access service will, in principle, be transparent to the end user.

Taking into consideration that continuous evolution of technology and services makes it advisable to maintain a balanced management and assignment of numbering resources.

16. The Internet access services in flat-rate packages should be integrated within level 67 of the National Numbering Plan.

IX. *ALTERNATIVE OPTIONS OF INTERNET ACCESS*

In the framework of the meetings held between ICP and interested parties various alternative options were discussed, that took into consideration the existence of specific technical conditioning factors of certain ISPs, namely ISPs of essentially a regional scope. PT Comunicações, S.A. did not oppose the possibility of alternative options, in the event of an agreement between interested parties.

It is recognised that within this context, alternative ways of Internet access – e.g. via a special access number - should be foreseen, in order to safeguard user interests and the interests of different interested parties, in particular those of entities that operate within a framework essentially regional. In this manner, the integrated development of telecommunications services throughout national territory will be encouraged.

Thus:

17. In the event of the existence of reciprocal interest by the involved parties, and without prejudice to eventual intervention by ICP, it is possible to foresee situations in which Internet access shall be achieved, in specific conditions, in an alternative manner.

X. *DATE OF MIGRATION OF INTERNET TRAFFIC TO THE INTERCONNECTION MODEL*

In the determination of 21/02/01 it was established that the migration from the model of revenue-sharing to a model of call origination would include a transition period that would terminate on 31/05/01, and that ISPs might change to the model of call origination at any moment up until that date.

Subsequently, in the determination of 25/06/01, it was clarified that once all the necessary conditions have been met (or it has been verified that they were met) for the transition to the new system, the conditions and prices defined in ICP's determination of 21/02/01 shall apply to the relations between PT Comunicações, S.A. and interested parties.

The question of the migration of Internet traffic to the interconnection system was discussed within the framework of the meetings held between ICP and interested parties, and note was taken of the opinion of each entity regarding the date of migration to the interconnection model.

The conditions were (or are) met for migration to the new model, as follows:

- When it is not necessary to alter the structure of POPs or to install extensions of the primary rate interfaces (PRI), specifically for the reception of calls in double tandem, conditions shall be considered to be met in order to migrate to the new model, at least 10 working days after submission of the respective detailed request to PT Comunicações, S.A (this time period is proposed by PT Comunicações, S.A. for alteration of traffic routing and/or opening access to a new prefix and/or tariff changes);
- When it is necessary to alter the structure of POPs, install new POPs and the respective PRIs or install extension of PRIs, conditions shall be considered to be met to migrate to the new model on the date on which the technical infrastructure is operational (i.e. having carried out the respective installations of POPs and ISDN PRIs), thus enabling traffic to be routed via the new system.

In this framework:

18. The terms and prices defined in the determination of 21/02/01 should apply to the relationships between PT Comunicações, S.A. and interested parties, from the date on which the necessary conditions are met, or it has been verified that they have been met, for transition to the new model.

19. The necessary conditions for transition to the new model are understood to be specifically - operationalisation of the entire technical infrastructure (including alterations of traffic routing) accompanied by suitable communication to PT Comunicações, S.A. by the interested party, specifying the rules of traffic routing that will enable Internet traffic to be routed via the interconnection system.