

## **GITN SDN BERHAD'S ACCESS REFERENCE DOCUMENT**

### **A. INTRODUCTION**

#### **A.1 Legislative Background**

- A.1.1 i. Following the issuance of the Ministerial Direction to Determine a Mandatory Standard on Access, Direction No.2 of 2003, the Malaysian Communications and Multimedia Commission issued the Commission Determination on the Mandatory Standard on Access Determination No.2 of 2005 as amended by the Variation to the Commission Determination on the Mandatory Standard on Access (Determination No. 2 of 2009 "MSA Determination") which came into effect on 2<sup>nd</sup> February 2009; and / or
- ii. Following the issuance of the Commission Determination on the Mandatory Standard on Access Pricing, Determination No. 1 of 2012 which came into effect starting from 1<sup>st</sup> January 2013; and/or
- iii. Following the issuance of the Commission Determination on the Access List, Determination No.2 of 2015 which came into effect on 1<sup>st</sup> September 2015.
- A.1.2 Pursuant to section 5.3.2 of the MSA Determination, GITN Sdn Berhad ("**GSB**") is obliged to prepare and maintain an Access Reference Document ("**GSB's ARD**") in relation to Facilities or Services on the Access List Determination which GSB provides to itself or third parties and which:
- (a) contains terms and conditions which are consistent with the rights and obligations set out in the MSA Determination; and
  - (b) does not include terms and conditions which are inconsistent with the rights and obligations set out in the MSA Determination.

#### **A.2 Standard Access Obligations**

GSB's ARD is consistent with:

- (a) the standard access obligations stipulated under Section 4.1.1 of the MSA Determination and section 149 of the Communications and Multimedia Act 1998; and
- (b) the principles of non-discrimination stipulated under Sections 4.1.5 and 4.1.6 of the MSA Determination.

### **B. OVERVIEW OF GSB'S ARD**

#### **B.1 Scope of GSB's ARD**

The terms and conditions of GSB's ARD are only applicable to the network services included in the Access List Determination.

#### **B.2 Service provided under GSB's ARD**

GSB's ARD contains terms and conditions for the following service:

- (a) End-to-End Transmission Service;

### **B.3 Structure of GSB's ARD**

#### **B.3.1 GSB's ARD comprises:**

- (a) The Main Body; and
- (b) Schedules.

#### **B.3.2 Main Body of GSB's ARD**

The Main Body of GSB's ARD is set out as follows:

- (a) Chapter 1 which sets out the introduction, background and scope of GSB's ARD;
- (b) Chapter 2 which sets out the interpretation and definition of the terms used in GSB's ARD;
- (c) Chapter 3 which sets out the principles of access and interconnection;
- (d) Chapter 4 which sets out the access request procedures;
- (e) Chapter 5 which sets out the obligations in relation to provision of information;
- (f) Chapter 6 which sets out the contact details of GSB;
- (g) Annexure 1 which sets out the list of network services provided under GSB's ARD; and
- (h) Annexure 2 which sets out the processing fees.

#### **B.3.3 Schedules**

There are two Schedules to GSB's ARD:

- (a) Schedule A which sets out the service description for each of the network services provided; and
- (b) Schedule B which sets out the charges and charging principles for each of the network services provided.

### **C. AVAILABILITY OF GSB'S ARD**

An Access Seeker who is interested in entering into an Access Agreement with GSB pursuant to GSB's ARD may request for a full copy of GSB's ARD. A copy of GSB's ARD will be made available to the interested party upon signing of a Confidentiality Agreement with GSB.

**D. FURTHER INFORMATION**

For further information, please contact:

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**GITN SDN BERHAD**



**ACCESS REFERENCE DOCUMENT (ARD)**

**VERSION 1.0**

**DATED: 1 DECEMBER 2015**

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## CHAPTER 1 – INTRODUCTION, BACKGROUND AND SCOPE

### 1.1 Preliminary

- 1.1.1 i. This Access Reference Document is made by GITN SDN BERHAD (Company No: 379558-V), (“**GSB**”) a company incorporated under the laws of Malaysia and having its registered office at Level 51, Menara TM, Jalan Pantai Baharu, 50672 Kuala Lumpur on 1<sup>st</sup> December 2015 pursuant to section 5.3.2 of the Commission Determination on the Mandatory Standard on Access Determination No.2 of 2005 as amended by the Variation to the Commission Determination on the Mandatory Standard on Access (Determination No. 2 of 2009) (“**MSA Determination**”); and/or
- ii. Following the issuance of the Commission Determination on the Mandatory Standard on Access Pricing, Determination No. 1 of 2012 which come into effect starting from 1st January 2013.
- iii. Following the issuance of the Commission Determination on the Access List, Determination No.2 of 2015 which came into effect on 1<sup>st</sup> September 2015.
- 1.1.2 This Access Reference Document is hereby referred to as GSB's ARD.
- 1.1.3 GSB's ARD is structured as follows:
- (a) Main Text of which there are:
    - (i) Chapters (e.g. Chapter 1);
    - (ii) Sections (e.g. Section 1.1 being the first section of Chapter 1); and
    - (iii) Annexure to the Main Text (e.g. Annexure 1 of the Main Text); and
  - (b) Schedules of which there are:
    - (i) Parts (e.g. Part I of Schedule A);
    - (ii) Paragraphs (e.g. Paragraph 1.1 of Part I of Schedule A);
    - (iii) Appendix to a Schedule (e.g. Appendix 1 to Part I of Schedule A); and
    - (iv) Item (e.g. Item 1 of Appendix 1 to Part I of Schedule A).

### 1.2 Scope of GSB's ARD

- 1.2.1 GSB is a licensed (individual and class) network services and applications services provider under the Act. Pursuant to these licences, GSB may offer network services and applications services in Malaysia.
- 1.2.2 Pursuant to Section 5.3.2 of the MSA Determination, GSB is obliged to prepare and maintain an access reference document in relation to network services listed in the Access List Determination which GSB provides to itself or third parties.

### **1.3 Effective Date of GSB's ARD**

#### **1.3.1 Commencement and Duration of GSB's ARD**

1.3.1.1 GSB's ARD comes into force and takes effect immediately from the date the document is published in GSB's website and continues until the earlier occurrence of any of the following:

- (a) a Review; or
- (b) the withdrawal of GSB's ARD in accordance with the terms of GSB's ARD.

1.3.1.2 GSB's ARD has no effect on contractual arrangements for the supply of Services by GSB to an Access Seeker prior to the Commencement Date unless and until such contractual arrangement is subsequently renegotiated and agreed between the Operators.

#### **1.3.2 Amendment to GSB's ARD**

1.3.2.1 GSB shall, within ten (10) Business Days of making any amendment to GSB's ARD, provide a copy of the amendments, or an amended copy of GSB's ARD to:

- (a) the Access Seeker who is being provided with Services; and
- (b) the Access Seeker who has requested GSB's ARD within the period of ninety (90) days prior to the making of such amendments, unless the Access Seeker has already indicated that it does not wish to proceed with the Access Request.

#### **1.3.3 Notice of Withdrawal, Replacement and Variation of GSB's ARD**

1.3.3.1 If the Commission revokes, varies or replaces the Access List Determination relating to the Services pursuant to section 56 of the Act, GSB may, by giving written notice to all Access Seekers to whom it is supplying Services, withdraw or replace GSB's ARD with effect from a date no earlier than the effective date of the Commission's revocation.

1.3.3.2 GSB shall comply with Sections 6.4.2 and 6.4.3 of the MSA Determination where it withdraws or varies GSB's ARD pursuant to **Section 1.3.3.1**.

1.3.3.3 In addition to **Section 1.3.3.2** above, GSB may give the Access Seekers to whom it is supplying Services a notice of a variation or replacement of GSB's ARD to effect such variations that are necessary or appropriate in the event of:

- (a) the occurrence of a Legislative Event that materially affects the rights or obligations of GSB under GSB's ARD; or
- (b) the occurrence of a Regulatory Event that relates to GSB; or
- (c) a review by the Commission of the MSA Determination pursuant to Section 6.5 of the MSA Determination.

1.3.3.4 Notwithstanding **Sections 1.3.3.1, 1.3.3.2** and **1.3.3.3** above, GSB may subject to **Section 1.3.2** above, replace GSB's ARD at any time.

1.3.4 Availability

1.3.4.1 GSB's ARD shall be made available to an Access Seeker:

- (a) on written request, at GSB's principal place of business; and
- (b) on GSB's website.

1.3.4.2 Prior to the provision of GSB's ARD to the Access Seeker, the Access Seeker shall be required to enter into a Confidentiality Agreement with GSB.



**CHAPTER 2 - INTERPRETATION**

2.1 The following words have these meanings in this GSB's ARD unless the contrary intention appears:-

**“Act”** means the Communications and Multimedia Act 1998;

**“Access Agreement Template”** or **“AAT”** means a model access agreement entered into and made pursuant to an Access Request made in accordance with **Sections 4.1 to 4.8**;

**“Access Agreement”**  
means:

- (a) a Model Access Agreement;  
or
- (b) an agreement which is commercially negotiated between the Operators based on the AAT,

whereby GSB provides requested Services in accordance with the terms therein contained and registered with the Commission in accordance with Section 150 of the Act;

**“Access List Determination”** means the Commission Determination on Access List, Determination No. 1 of 2005 which came into operation on 1 July 2005 and as amended by the Variation to Commission Determination on Access List (Determination No.1 of 2005), Determination No.1 of 2009;

**“ARD Term”** means the period of three (3) years commencing from the date set out in **Section 1.1.1** or such other period as may be specified by GSB from time to time;

**“Access Request”** means a request made by the Access Seeker to GSB for access to Facilities or Services, and containing the information in **Section 4.1.3**;

**“Access Seeker”** means an Operator who:

- (a) is a network facilities provider, network services provider, applications service provider or content application service provider and who is a licensee as defined in the Act; and
- (b) makes a written request for access to Facilities and/or Services or is being provided with Facilities and/or Services;

**“Access Service”** means a service for the carriage of agreed Call Communications along GSB's services between the POIs/POPs.

**“Bank Guarantee”** means an irrevocable guarantee, in a form acceptable to GSB, executed in favour of GSB by a licensed bank in Malaysia approved by GSB pursuant to **Section 4.3** on behalf of the Access Seeker;

**“Billing Period”** means one (1) calendar month period over which the supply of Services is measured for the purposes of billing, unless otherwise agreed between the Operators;

“**Business Day**” means a day on which banks are open for general banking business in Kuala Lumpur, Wilayah Persekutuan, other than a Saturday and Sunday or a public holiday;

“**Charges**” means the sums payable by the Access Seeker to GSB for accessing and/or being provided the Services;

“**Commencement Date**” means the date on which the Operators enter into the Access Agreement or such other date as agreed between the Operators;

“**Commission**” means the Malaysian Communications and Multimedia Commission established under the Malaysian Communications and Multimedia Commission Act 1998;

“**Communications Service**” means the network facilities, network services, application services and/or content application services provided by the Operator, as the case may be, pursuant to its Licence(s);

“**Confidentiality Agreement**” means a confidential agreement entered into between the Operators in accordance with Section 5.3.7 of the MSA Determination;

“**Creditworthiness Information**” means the information required by GSB to assess the creditworthiness of the Access Seeker which are more particularly described in **Section 4.2** of GSB's ARD and such other information as may be required from time to time;

“**Customer**” means in relation to an Operator, an end-user having a contractual relationship with the Operator for the provision of Communications Services unless otherwise expressly provided in GSB's ARD;

“**Determination**” means any lawful determination made by the Commission and/or the Minister, pursuant to the Act;

“**Direction**” means any lawful direction made by the Commission pursuant to Chapter 1 of Part V of the Act;

“**Due Date**” means, in respect of an Invoice, thirty (30) days from the date of receipt of an Invoice;

“**Effective Date**” means the date on which the relevant portions of the Access Agreement requiring registration is duly registered with the Commission under Section 150 of the Act in its entirety (and such registration is notified by the Commission in writing to either of the Operators);

“**Equipment**” means any equipment (whether hardware or software), or device which is part of or within the Network;

“**Facilities**” means network facilities and/or other facilities which facilitate the provision of network services or applications services including content applications services which are listed in the Access List Determination and offered in GSB's ARD;

“**Fast Track Access Agreement**” or “**FTAA**” means a model access agreement entered into pursuant to a fast track application process made in accordance with **Section 4.9**;

“**Fast Track Application Service**” means a Service that is subjected to the fast track application process which is more particularly set out in **Section 4.9.1**;

**“Fast Track Security Sum”** means the security sum:

- (a) in the form of a Bank Guarantee, deposited with GSB in accordance with **Section 4.9** and **Chapter 6** for the Fast Track Application Service; and
- (b) which amounts to Ringgit Malaysia Fifty Thousand (RM50,000) only for each Service for which access is sought unless otherwise provided in **Chapter 6**;

**“GSB”** means GITN Sdn Berhad;

**“Instrument”** means any lawful instrument which is issued by the Commission pursuant to the Act;

**“Insurance Information”** means the insurance information required by GSB pursuant to **Section 4.4**;

**“Interconnection”** means interconnection of the Operators' Networks for the purposes of GSB providing Access Services to the Access Seeker in relation to a Call Communication via a POI/POP and using agreed interfaces and signalling systems;

**“Internet”** means the international network of digital networks utilising the TCP/IP suite of communications protocols of which an Operator's Internet Access Services form part thereof;

**“IP”** or **“Internet Protocol”** means network-layer (Layer 2) protocol, as defined by the Internet Engineering Task Force, that contains addressing information and some control information that enables packets to be routed;

**“Invoice”** means the invoice for amounts due in respect of the supply of requested Facilities or Services during a Billing Period;

**“Legislative Event”** means:

- (a) the enactment, amendment, replacement or repeal of the Act;
- (b) the enactment, amendment, replacement or repeal of the rules promulgated pursuant to sections 104 and 105 of the Act in respect of mandatory standards;
- (c) the registration, determination, promulgation, issue, amendment or replacement of any industry code with which GSB is required or obliged to comply; and/or
- (d) the making of a determination, direction or finding by the Commission, the Minister or a court of law that all or any part of GSB's ARD contravenes any provision of any law, except to the extent that the making of such determination, direction or finding constitutes a Regulatory Event;

**“Licence”** means an individual licence granted by the Minister pursuant to the Act for Communications Services;

**“Manuals”** means the Technical and Implementation Manual, the Operations and Maintenance Manual and other manuals which the Operators establish pursuant to the Access Agreement;

**“Minimum Value”** for the purposes of calculating the Security Sum means the total estimated value of access to the requested Services provided (based on the most recent amounts invoiced for those requested and Services) or new services to be provided by GSB to the Access Seeker for a ninety (90) day period;

**“Minister”** means the Minister of Information, Communication and Culture or, if different, the Minister administering the Act;

**“Model Access Agreement”** means the:

- (a) Access Agreement Template or AAT; or
- (b) Fast Track Access Agreement or FTAA; and

which contains the terms and conditions based on GSB's ARD;

**“MyIX”** means the Malaysia Internet Exchange;

**“Network”** means network services comprising a system, or a series of systems within Malaysia, that carries or is capable of carrying communications by means of guided or unguided electromagnetic energy or both;

**“Network Conditioning”** means the conditioning, equipping and installation of facilities at GSB's Network to enable the provision of one or more Access Services;

**“Operator”** means GSB or the Access Seeker and **“Operators”** means GSB and the Access Seeker collectively;

**“Point of Interconnection”** or **“POI”** means any technically feasible point which demarcates the Network of GSB and the Network of the Access Seeker (collectively referred to as the **“interconnecting networks”**) and is a point at which a call Communication is transferred between the interconnecting networks.

**“Point of Presence”** or **“POP”** means a point at which an Access Seeker has established itself for the purposes of obtaining access to Facilities or Services and is the point at which a Call Communication is transferred between the Operators;

**“QOS”** means quality of service;

**“QOS standards”** means the QOS standards in respect of certain services set out in the appropriate Manual to the Access Agreement;

**“Regulatory Event”** means:

- (a) the declaration, modification, variation or revocation of the MSA Determination;
- (b) the giving of a lawful direction to GSB by the Commission relating to GSB's ARD; and/or
- (c) the giving of a lawful direction to GSB by the Minister relating to GSB's ARD;

**“Review”** means any review of the Ministerial Direction, SKMM Determination on MSA, MSAP and Access List;

**“RM”** means Ringgit Malaysia which shall be the monetary currency used in

GSB's ARD unless otherwise provided;

**"Security Sum"** means the security sum:

- (a) in the form of a Bank Guarantee, deposited with GSB in accordance with **Section 4.3** and **Chapter 6** for the supply of Facilities or Services; and
- (b) which is equivalent to the Minimum Value unless otherwise provided in **Chapter 6**;

**"Services"** means network services and/or other services which facilitate the provision of network services or applications services, including content applications services which are listed in the Access List Determination and offered in GSB's ARD;

**"Service Ordering Procedures"** means the procedures governing the forecasting, planning and ordering of relevant Facilities and Services as set out in the relevant Manuals;

**"Standard Access Obligations"** has the meaning prescribed in Section 149 of the Act;

**"TCP/IP"** means the suite of Transmission Control Protocol/Internet Protocols in general use in accordance with good practice;

**"Technical and Implementation Manual"** means the manual which is part of the Access Agreement, in relation to the following:

- (a) principles for network configuration;
- (b) forecasting procedures;
- (c) ordering procedures;
- (d) provisioning procedures;
- (e) commissioning procedures;
- (f) POI/POP establishment procedures;
- (g) relocation and removal procedures for POI/POP equipment; and
- (h) such other matters as are agreed between the Operators from time to time and set out in the Technical and Implementation Manual.

**"Technical Specifications"** means any technical parameters, specifications and procedures applicable to Interconnection of the Operators' Networks and provision of Access Services documented in the Manuals to the Access Agreement;

2.2 In GSB's ARD except where the contrary intention appears;

- (a) the singular includes the plural and vice versa; and
- (b) a document includes all amendments or supplements to that document, or replacements or novations of it; and
- (c) a reference to a statute, ordinance, regulations, code or other law and other instruments under it, shall include any statute, ordinance, regulation, code and

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other law consolidating, amending, re-enacting or replacing of any of them from time to time relating thereto or in connection therewith; and

- (d) a reference to a person includes a firm, body corporate, unincorporated association or an authority; and
- (e) a reference to a person includes the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation), and assigns; and
- (f) if the day on which the payment of money falls due is not a Business Day, the due date shall be deemed to be the next Business Day and any reference to acts that have to be done or to be done by or on or before a particular day or Business Day means by or on or before the close of business at 5.00 pm on that particular day or Business Day; and
- (g) a reference to a related body corporate of an Operator has the same meaning as in the Companies Act 1965; and
- (h) a reference to a third person is a reference to a person who is not a party to GSB's ARD; and
- (i) in relation to an Access Service for the carriage of a communication it refers to the carriage of a communication between the POI/POP along GSB's network but does not include any Communication for which the Access Service is provided with the assistance of GSB's operator;
- (j) no rule of construction and/or interpretation applies to the disadvantage and/or detriment of the Operator having control and/or responsibility for the preparation of GSB's ARD; and
- (k) headings are included for convenience and do not affect the interpretation of GSB's ARD.

## CHAPTER 3 – PRINCIPLES OF ACCESS AND INTERCONNECTION

### 3.1 Service

- 3.1.1 Subject to **Section 1.2.2**, GSB's ARD applies only to the Service.
- 3.1.2 The service description for the Service is set out in Schedule A.
- 3.1.3 The charges and charging principles for the Service is set out in Schedule B.

### 3.2 Eligibility for Access to Service

- 3.2.1 GSB may at its discretion and in a manner consistent with the Licence(s) granted (and the licence rights accorded therein) by the Minister to the Access Seeker, determine on a case by case basis whether to provide the Access Seeker with access to the Service.
- 3.2.2 Consistent with Government policy and Determinations by the Commission (and its predecessor), an Access Seeker may only request for access to the Service where the Access Seeker has been granted (i) an individual network facilities provider licence, (ii) an individual network services provider licence and/or (iii) an individual content applications services provider licence, unless otherwise agreed by GSB, and such individual licences are not limited or restricted from those detailed in the *Communications and Multimedia (Licensing) Regulations 2000*, as amended in any way:
  - (a) by reference to the type of network facilities, network services and/or content applications services that can be provided; and
  - (b) by geographical limitations to only a specific area and/or areas in Malaysia to which the Access Seeker can provide such network facilities, network services and/or content applications services.
- 3.2.3 An Access Seeker may not request for access to the Service where the requested Service is to be used in connection with an activity or activities in which the Access Seeker is not licensed to provide.
- 3.2.4 Consistent with Government policy and Determinations by the Commissions (and its predecessor), where GSB provides the Access Seeker with access to the Service pursuant to **Section 3.2.1**, the charges for the requested Service shall be negotiated between the Operators subject to any mandatory standard on access pricing determined by the Commission.

### 3.3 Principles of Access and Interconnection

- 3.3.1 Subject to **Sections 3.2**, GSB shall if requested to do so by an Access Seeker, supply a Service on reasonable terms and conditions.
- 3.3.2 In supplying a Service, GSB must treat an Access Seeker on a non-discriminatory basis as required by the Standard Access Obligations in relation to the supply of a Service.
- 3.3.3 Principles of non-discrimination

- 3.4.3.1 The access provided by GSB to the Access Seeker shall be consistent with:

- (a) section 149(2) of the Act; and
- (b) the principles set out in sections 4.1.5 and 4.1.6 of the MSA Determination.

#### 3.4.4 Customer Principles

3.4.4.1 GSB shall observe and comply with the customer relationship principles set out in section 4.3 of the MSA Determination.



**CHAPTER 4 – ACCESS REQUEST PROCEDURES****4.1 Application for Access to Service**

- 4.1.1 Where an Access Seeker makes a request to GSB to supply Service, the Access Seeker shall serve an Access Request on GSB.
- 4.1.2 The purpose of such Access Request is to provide GSB with sufficient information to assess the Access Seeker's request for the supply of Services under GSB's ARD.
- 4.1.3 The Access Request must:
- (a) contain the name and contact details of the Access Seeker;
  - (b) specify the Service in respect of which access is sought;
  - (c) indicate whether the Access Seeker wishes to accept GSB's ARD or negotiate an Access Agreement;
  - (d) contain the information (if any) as set out in Section 5.3.6 of the MSA Determination that the Access Seeker reasonably requires GSB to provide for the purposes of the access negotiations;
  - (e) contain two (2) copies of Confidentiality Agreement properly executed by the Access Seeker in the form prescribed by GSB;
  - (f) specify forecasts of the capacity which the Access Seeker reasonably requires, having regard to GSB's disclosed provisioning cycle and forecasting procedures;
  - (g) provide the relevant information relating to the Access Seeker's Network and the functionality of its Services, to the extent that the Access Seeker is aware that such information may affect GSB's Network;
  - (h) contain confirmation that the Access Seeker is not currently being supplied with the requested Service;
  - (i) specify the type of communications licences held by the Access Seeker and a copy of the licence where a copy had not been previously provided;
  - (j) contain Creditworthiness Information as set out in **Section 4.2**;
  - (k) be accompanied by a Security Sum as set out in **Section 4.3**;
  - (l) contain Insurance Information as set out in **Section 4.4**;
  - (m) contain relevant technical information relating to the interface standards of the Access Seeker; and
  - (n) contain such other information that GSB may reasonably request.

## 4.2 Creditworthiness Information

4.2.1 The Creditworthiness Information that is required to accompany an Access Request include but shall not be limited to:

- (a) a letter, signed by the executive director of the Access Seeker, stating that the Access Seeker is not insolvent and is not under any external administration or under similar form of administration under any laws applicable to it in any jurisdiction;
- (b) a copy of the Access Seeker's most recently published audited balance sheet and audited profit and loss statement; and
- (c) such other information as may be reasonably requested by GSB provided that such information are information which are publicly available.

4.2.2 The Creditworthiness Information shall commensurate with an estimate of the value of the access to the Services to be provided by GSB to the Access Seeker over a ninety (90) day period.

## 4.3 Security Sum

4.3.1 An Access Request shall be accompanied by a Security Sum. The security to be given by the Access Seeker shall be in the form of a Bank Guarantee.

4.3.2 GSB is not obliged to consider entering into an Access Agreement with the Access Seeker pursuant to GSB's ARD until the Access Seeker has amongst other things, provided (at the Access Seeker's costs) to GSB such Security Sum on terms and conditions reasonably acceptable to GSB.

## 4.4 Insurance Information

4.4.1 Subject to **Section 4.4.2**, an Access Request shall be accompanied by the following insurances:

- (a) Worker's Compensation and/or Social Security Insurance and/or Employer's Liability Insurance and/or other insurance with statutory limits as required by the laws of Malaysia to provide for payment to its employees employed or in connection with the work covered by the Access Agreement that may be entered into and/or their dependants; and
- (b) Comprehensive General Liability Insurance of an amount which is not in excess of Ringgit Malaysia Twenty Million (RM20,000,000) for any one claim or series of claims arising out of an accident or occurrence in connection with the Access Agreement that may be entered into resulting in bodily injury and/or personal injury including death and property damage of an Operator which shall arise out of or in consequence of any acts of omissions of the other Operator. Such policy shall include contractual liability.

4.4.2 For the purpose of clarification, the insurance provided by the Access Seeker pursuant to **Section 4.4.1** shall commensurate with the reasonable sum which is to be agreed by GSB.

## 4.5 Processing of Access Request

### 4.5.1 Acknowledgement of Receipt of Access Request

GSB shall within ten (10) Business Days of receipt of the Access Request inform the Access Seeker in writing that it has received the Access Request and:

- (a) subject to **Section 4.5.3**, request additional information from the Access Seeker where there is a need for further information, prior to considering the Access Request; or
- (b) indicate whether it is willing to provide access to Service in accordance with GSB's ARD.

Subject to the additional information being received by GSB within twenty (20) Business days from the date of request, GSB shall reconsider the Access Request in accordance with this **Section 4.5.1** upon receipt of such additional information.

### 4.5.2 Non-refundable resource charge

4.5.2.1 In accordance with Section 5.7.28 of the MSA Determination, GSB may charge an Access Seeker a one-off non-refundable resources charge (including processing fees and additional and non-routine processing fees) to be determined by reference to the costs incurred by GSB for the allocation of manpower and other resources to enable the Access Seeker to test and provide new Service for the purposes of interconnection.

4.5.2.2 The one-off non-refundable resource charge shall also be inclusive of a non-refundable processing fee for undertaking the necessary administrative work to process the Access Request as GSB is required to allocate manpower and resources for the same. Such non-refundable processing fee is only applicable to requested Service that can be offered and made available by GSB. The non-refundable processing fees for the respective Services are set out in **Annexure 2**. Processing Fees for Services not currently specified in **Annexure 2** will be mutually agreed by the Operators from time to time. Notwithstanding the foregoing, in the event that additional and non-routine administrative work is required to process the Access Request where there is insufficient and/or erroneous information provided by the Access Seeker or where the Access Seeker varies or changes the information provided, GSB shall be entitled to charge additional and non-routine processing fee for undertaking such additional and non-routine work as additional resources are required to do the same.

4.5.2.3 If the Access Seeker does not proceed with the Access Request accepted by GSB, the processing fees will not be refunded to the Access Seeker. However, if the Access Seeker proceeds with the Access Request accepted by GSB, processing fee only will be set-off against the Charges for the requested Services after acceptance of the Access Request by GSB.

### 4.5.3 Request for information

GSB shall comply with Section 5.4.16 of the MSA Determination where it requests additional information from the Access Seeker pursuant to **Section 4.5.1(a)**.

## 4.6 Assessment of Access Request

### 4.6.1 Reasons for Refusal

Without limiting any other grounds that may be relied upon under the Act, GSB may refuse to accept an Access Request for the supply of a Service and accordingly may refuse to supply that Service to the Access Seeker for any of the following reasons:

- (a) in GSB's reasonable opinion, the Access Seeker's Access Request was not made in good faith and GSB shall set out the basis on which the Access Request was not made in good faith;
- (b) in GSB's reasonable opinion, the Access Request does not contain the information reasonably required by GSB's ARD provided that GSB has sought the information from the Access Seeker under **Section 4.5.1** of GSB's ARD and has not received that information within twenty (20) Business Days of making such a request;
- (c) GSB does not currently supply or provide access to the requested Services to itself or to any third parties, except where the Access Seeker compensates GSB for the supply of access to such Services;
- (d) it is not technically feasible to provide access to the requested Services;
- (e) GSB has insufficient capacity or space to provide the requested Services;
- (f) there are reasonable grounds in GSB's opinion to believe that the Access Seeker would fail to make timely payment for the supply of the relevant Facility or Service;
- (g) there are reasonable grounds in GSB's opinion to believe that the Access Seeker would fail, to a material extent, to comply with the terms and conditions applicable to the supply of the Services;
- (h) there are reasonable grounds for GSB to refuse access in the national interest; or
- (i) the access is being sought to services which are not in the Access List Determination.

### 4.6.2 Determination of technical infeasibility

For the purpose of determining technical infeasibility in **Section 4.6.1(d)**, the Operators shall comply with Section 5.4.17 of the MSA Determination.

### 4.6.3 Determination of capacity constraints

For the purpose of determining capacity constraints in **Section 4.6.1(e)**, the Operators shall comply with Section 5.4.18 of the MSA Determination.

### 4.6.4 Assessment of the Access Seeker's ability to pay for supply of relevant Services

Examples of reasonable grounds for GSB's belief as mentioned in **Section 4.6.1(f)** include evidence that the Access Seeker is not in the reasonable opinion of GSB creditworthy.

#### 4.6.5 Assessment of the Access Seeker's ability to comply with terms and conditions applicable to the supply of relevant Services

Examples of reasonable grounds for GSB's belief as mentioned in **Section 4.6.1(g)** include repeated failures by the Access Seeker to comply with the terms and conditions on which the same or similar access to Services have been provided (whether or not by GSB).

#### 4.6.6 Assessment of Creditworthiness

4.6.6.1 In determining the creditworthiness of the Access Seeker, GSB may have regard to, but is not limited to the matters referred to in **Section 4.2**.

4.6.6.2 In determining the creditworthiness of the Access Seeker, GSB shall not take into account amounts outstanding for Services previously provided by GSB to the Access Seeker where, in accordance with the terms and conditions governing the provision of such Service, the Access Seeker is not required to pay such amounts to GSB to the extent that there is a *bona fide* dispute in relation to the amounts outstanding by the Access Seeker to GSB and the Access Seeker is relying on such terms and conditions as basis for its non-payment.

### 4.7 **Notification of Rejection to the Access Seeker**

4.7.1 Where GSB rejects the Access Request, GSB shall:

- (a) notify the Access Seeker in writing within ten (10) Business Days from receipt of the Access Request or additional information requested pursuant to **Section 4.5.1**, as the case may be;
- (b) provide reasons for rejection under **Section 4.6** to the Access Seeker;
- (c) provide the basis for GSB's rejection of the Access Request; and
- (d) indicate a date and time, not later seven (7) Business Days from the date of the notice of rejection, at which representatives of GSB will be available to meet with representatives of the Access Seeker to discuss the rejection of the Access Request. At this meeting, the Access Seeker may request GSB to substantiate its reasons for refusal, and if access has been refused on the basis of the grounds in **Section 4.6.1(e)**, GSB must identify when additional capacity is likely to be available.

4.7.2 Where the Operators are unable to resolve their differences following the meeting held pursuant to **Section 4.7.1(d)**, either Operator may request resolution of the dispute in accordance with dispute resolution procedures in Annexure A of the MSA Determination.

### 4.8 **Acceptance of Access Request**

4.8.1 In the event where GSB agrees to provide access to Services to the Access Seeker in accordance with GSB's ARD, GSB shall within ten (10) Business Days of such respond under **Section 4.5.1(b)**, provide the Access Seeker with two copies of the executed Model Access Agreement, for execution by the Access Seeker.

4.8.2 Where the Access Seeker wish to negotiate an Access Agreement, the Operators

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shall comply with the requirements in Sections 5.4.2, 5.4.4, 5.4.9 and 5.4.15 of the MSA Determination in negotiating and concluding an Access Agreement.

4.8.3 GSB will not be taken to have agreed to provide, and the Access Seeker will not be taken to have agreed to acquire the requested Service until:

- (a) a Security Sum has been provided in accordance with **Sections 4.1 and 4.3**; and
- (b) an Access Agreement has been executed between the Operators and the Access Agreement is registered with the Commission in accordance with section 150 of the Act.

#### **4.9 Fast Track Application Process**

4.9.1 (a) The fast track application process set out in this **Section 4.9** shall be applicable to the End-to-End Transmission Service.

- (b) Where an Access Seeker requests for a Service that is not listed in **Section 4.9.1** above in addition to a Fast Track Application Service, the fast track application process shall not be applicable and the Access Seeker shall be required to put in an Access Request for the requested Services in accordance with **Sections 4.1 to 4.8**.

4.9.2 An Access Seeker is only eligible for the fast track application process if it fulfils the following criteria:

- (a) the Access Seeker is duly licensed to provide the Services for which access is sought;
- (b) the access requirements of the Access Seeker do not in GSB's opinion, have a material impact on GSB's current level of network resources; and
- (c) the Access Seeker is willing to accept the terms and conditions for the requested Services as stipulated in the Model Access Agreement without negotiation.

4.9.3 Subject to **Section 4.9.1**, where an Access Seeker who is eligible for the fast track application process wishes to utilise the fast track application process, the Access Seeker shall:

- (a) forward to GSB a duly completed fast track application form which shall contain the following information:
  - (i) the name and contact details of the Access Seeker; and
  - (ii) the Services in respect of which access is sought;
- (b) deposit a Fast Track Security Sum;
- (c) pay a non-refundable processing fee as set out in **Annexure 2** to GSB for undertaking the necessary administrative work to process the fast track application; and
- (d) lodge with GSB two copies of the signed Model Access Agreement with suggested amendments to the technical matters (if any).

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- 4.9.4 GSB may reject the Access Seeker's fast track application for the reasons set out in **Sections 4.6.1(c), (f) and (g)**.
- 4.9.5 Where GSB accepts the Access Seeker's fast track application, GSB:
- (a) may impose a one-off resource charge for allocation of manpower and other resources in accordance with **Section 4.5.2**; and
  - (b) shall, within ten (10) Business Days of receipt of the fast track application, execute the Model Access Agreement.
- 4.9.6 GSB will not be taken to have agreed to provide, and the Access Seeker will not be taken to have agreed to acquire the requested Service until
- (a) a Fast Track Security Sum has been provided in accordance with **Sections 4.9.3**; and
  - (b) a Model Access Agreement has been executed between the Operators and the Model Access Agreement is registered with the Commission in accordance with section 150 of the Act.
- 4.9.7 If the Access Seeker wishes to obtain the Fast Track Application Services but is not agreeable to the terms and conditions of the Model Access Agreement, GSB is not obliged to process the fast track application further and the Access Seeker shall be required to put in a new Access Request in accordance with **Sections 4.1 to 4.8**.

**CHAPTER 5 - PROVISION OF INFORMATION**

- 5.1 The obligations of each Operator to provide information to the other Operator are subject to the MSA Determination and the requirements of confidentiality imposed by GSB's ARD.
- 5.2 An Operator must provide the other Operator on a timely basis with all agreed information reasonably required to determine rates and charges to be billed by each Operator to the other Operator or by each Operator to its Customers.
- 5.3 To the extent permitted by Malaysian law and any relevant guidelines or customer service standards in force pursuant to the Operator's respective Licence conditions, the Operators will exchange information and otherwise cooperate in relation to the prevention and investigation of fraudulent use or misuse of the Operator's respective Communications Services and the theft of the Operator's provided terminal equipment.
- 5.4 Information provided under GSB's ARD may only be used for the purpose for which it was given. Personal information about a Customer's credit worthiness, credit standing, and credit history or credit capacity may only be used for the purposes permitted by, and in compliance with, Malaysian law.
- 5.5 If the information is used by an Operator for any purpose other than the purpose for which it was given, the providing Operator may deny the recipient Operator further access to the information for the period during which the non-observance or non-conforming use continues on notice specifying the non-observance or non-conforming use. The Operators will cooperate to resolve the providing Operator's reasonable concerns so that information exchange can be resumed as soon as possible.
- 5.6 The Operators acknowledge that when information (including for the purposes of this Chapter any updated information) required to be provided under this Chapter is held on a database, the Operator entitled to receive the information will not be entitled to obtain direct access to the database. The precise method by which information is to be made available will be determined by the Interconnect Steering Group or "ISG" having regard to the reasonable cost, convenience and security concerns of the Operators.
- 5.7 (a) Subject to the Act and any subordinate legislation, nothing in GSB's ARD may be construed as requiring an Operator at any time to disclose to the other Operator information which is at the date when GSB's ARD comes into force, the subject of a confidentiality obligation owed to a third person unless the third person consents to such disclosure. Where the consent of a third person is required, the Operator holding the information must use its reasonable endeavours to obtain the consent of that third person.
- (b) After the Access Agreement comes into force an Operator must use its best endeavours not to enter into any contract which would prevent it from making information available to the other Operator unless the contract includes a term which permits the contracting Operator to make the information available if directed to do so by the Commission.
- 5.8 All communication information, call and such other relevant information in relation to Call Communication must be kept by both Operators for a period of two (2) years unless otherwise agreed in writing for the purposes of verification and audit.



## CHAPTER 6: NOTICES

6.1 Any communications in respect of GSB's ARD should be made in writing to:

**Attention:** Chief Financial Officer  
**Address:** GITN SDN BERHAD  
Level 31,  
Menara TM,  
Jalan Pantai Baharu  
50672 Kuala Lumpur  
**Facsimile:** 03 2240 3293  
**Email:** noradni@gitn.com.my

**ANNEXURE 1**

**LIST OF SERVICES**

<b>Network Services</b>	<b>Part in Schedules A and B</b>
End-to-End Transmission Service	Part I

**ANNEXURE 2****TABLE 1: PROCESSING FEE**

<b>Type of Facilities or Services</b>	<b>Type of Access Request</b>	<b>Processing Fee</b>
End-to-End Transmission Services	a) Establishment of new route/bearer	RM600 per circuit
	b) Circuit Migration Exercises	RM600 per circuit
	c) Provisioning of Additional Circuits	RM250 per circuit

**TABLE 2: PROCESSING FEE FOR FAST TRACK ACCESS REQUEST**

<b>Type of Facilities or Services</b>	<b>Type of Access Request</b>	<b>Fast Track Processing Fee</b>
End-to-End Transmission Services	a) Establishment of New Bearer	RM1000 per POI
	b) Circuit Migration Exercises	RM1000 per POI
	c) Provisioning of Additional Circuits	RM450 per circuit

## SCHEDULE A

### SERVICE DESCRIPTION

#### PART I – END-TO-END TRANSMISSION SERVICES

#### 1. General

- 1.1 **Part I of Schedule A** sets out the terms and conditions which are applicable to End-to-End Transmission Service.

#### 2. Product Description

##### 2.1. An End-to-End Transmission Service

- (a) is a Facility and/or Service for the carriage of communications between any two technically feasible GSB's network transmission points (other than Interconnect Link Services) via network interfaces that may use any agreed technology between GSB and Access Seeker subject to the terms and conditions of the Access Agreement.
- (b) Transmission Service comprises of:
- (i) a port and tail segment between GSB's exchange and the Access Seeker's premise at both ends where applicable;
  - (ii) a trunk segment to connect both tail segments.
- (c) The demarcation point for Transmission Service shall be at the Access Seeker's premise at both ends.

For clarity purposes, refer to the diagram below (Figure i).

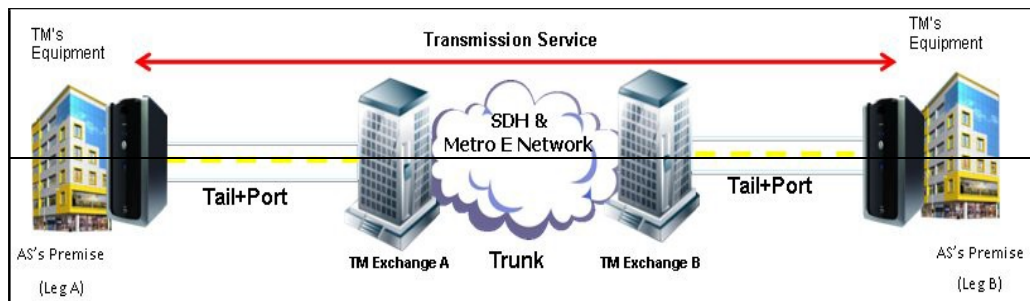


Figure i

#### 3. Commercial and Technical Obligations

- 3.1 All commercial terms and conditions applicable to provision by GSB of Transmission Service and the operational and technical requirements shall be specified in the Access Agreement.

**SCHEDULE B****CHARGES AND CHARGING PRINCIPLES****PART I – END-TO-END TRANSMISSION****SERVICES****1. General**

- 1.1 **Part I** of **Schedule B** sets out the charges and charging principles which would be applicable to End-to-End Transmission Service.

**2. Charges and Charging Principles**

- 2.1 The Charging principles for GSB's End-to-End Transmission Service shall comprise:
- a. Two Tails Segments
  - b. Two Ports
  - c. One Trunk Segment
- 2.2 The Charges for Port and Tail segment will be on commercial basis.
- 2.3 The Charges for Trunk Segment is per mandated by MCMC.
- 2.4 Clause 2.1, 2.2 and 2.3 will be applicable only for End-to-End Transmission Service (Circuit Based).
- 2.5 The Charges for End-to-End Transmission Service (Packet Based) will be on commercial basis.

**3. Payment Terms**

- 3.1 The payment term for End-to-End Transmission Service is as follows:
- a) for the first year, one (1) year in advance; and
  - b) for subsequent years, quarterly in advance.
- 3.2 The contract period for the lease agreement shall commence from the date of commissioning of the respective End-to-End Transmission Service circuit.

**APPENDIX 1 to Part I****Table A: Rental Charges**

	<b>Ringgit Malaysia per year per circuit</b>		
	<b>2013</b>	<b>2014</b>	<b>2015</b>
<b>For Peninsular Malaysia:</b>			
<b>2 Mbps</b> Installation (non-recurring charge)	385.04	349.58	318.69
<b>Port (per year)</b>	3,934	3,656	3,513
<b>Tail segment (per km)</b>	1,588	1,616	1,648
Through-Connection	990	928	873
Above 0 to 5 km	1,933	1,723	1,575
Above 5 to 10 km	3,780	3,282	2,950
Above 10 to 20 km	6,608	5,669	5,055
Above 20 to 30 km	10,379	8,850	7,862
Above 30 to 40 km	14,149	12,032	10,669
Above 40 to 50 km	17,920	15,213	13,476
Above 50 to 60 km	21,690	18,395	16,283
Above 60km, for each additional km	377	318	281

	<b>Ringgit Malaysia per year per circuit</b>		
	<b>2013</b>	<b>2014</b>	<b>2015</b>
<b>For East Malaysia:</b>			
<b>2 Mbps</b> Installation (non-recurring charge)	462.05	419.50	382.42
<b>Port (per year)</b>	3,934	3,656	3,513
<b>Tail segment (per km)</b>	1,905	1,939	1,977
Through-Connection	997	934	879
Above 0 to 5 km	2,129	1,889	1,721
Above 5 to 10 km	4,346	3,760	3,371
Above 10 to 20 km	7,739	6,623	5,897
Above 20 to 30 km	12,264	10,441	9,266
Above 30 to 40 km	16,789	14,259	12,634
Above 40 to 50 km	21,313	18,077	16,002
Above 50 to 60 km	25,838	21,895	19,370
Above 60km, for each additional km	452	382	337

	Ringgit Malaysia per year per circuit		
	2013	2014	2015
<b>For Peninsular Malaysia:</b>			
<b>34 Mbps</b> Installation (non-recurring charge)	1,949.27	1,769.77	1,613.35
<b>Port (per year)</b>	19,916.63	18,506.05	17,783.64
<b>Tail segment (per km)</b>	8,037.48	8,181.70	8,341.91
Through-Connection	5,012	4,697	4,421
Above 0 to 5 km	9,784	8,724	7,973
Above 5 to 10 km	19,137	16,617	14,936
Above 10 to 20 km	33,454	28,697	25,593
Above 20 to 30 km	52,542	44,804	39,803
Above 30 to 40 km	71,631	60,911	54,012
Above 40 to 50 km	90,719	77,018	68,222
Above 50 to 60 km	109,808	93,125	82,431
Above 60km, for each additional km	1,909	1,611	1,421

	Ringgit Malaysia per year per circuit		
	2013	2014	2015
<b>For East Malaysia:</b>			
<b>34 Mbps</b> Installation (non-recurring charge)	2,339.13	2,123.73	1,936.01
<b>Port (per year)</b>	19,916.63	18,506.05	17,783.64
<b>Tail segment (per km)</b>	9,644.97	9,818.04	10,010.29
Through-Connection	5,050	4,730	4,449
Above 0 to 5 km	10,776	9,562	8,712
Above 5 to 10 km	22,000	19,033	17,067
Above 10 to 20 km	39,180	33,529	29,856
Above 20 to 30 km	62,086	52,857	46,907
Above 30 to 40 km	84,993	72,186	63,959
Above 40 to 50 km	107,899	91,514	81,010
Above 50 to 60 km	130,805	110,842	98,062
Above 60km, for each additional km	2,291	1,933	1,705



	Ringgit Malaysia per year per circuit		
	2013	2014	2015
<b>For Peninsular Malaysia:</b>			
<b>155 Mbps</b> Installation (non-recurring charge)	4,345.65	3,945.48	3,596.74
<b>Port (per year)</b>	44,401.49	41,256.79	39,646.26
<b>Tail segment (per km)</b>	17,918.49	18,240.03	18,597.18
Through-Connection	11,173	10,472	9,856
Above 0 to 5 km	21,812	19,449	17,775
Above 5 to 10 km	42,664	37,044	33,297
Above 10 to 20 km	74,580	63,976	57,056
Above 20 to 30 km	117,136	99,884	88,734
Above 30 to 40 km	159,691	135,792	120,413
Above 40 to 50 km	202,247	171,701	152,091
Above 50 to 60 km	244,802	207,609	183,769
Above 60km, for each additional km	4,256	3,591	3,168

	Ringgit Malaysia per year per circuit		
	2013	2014	2015
<b>For East Malaysia:</b>			
<b>155 Mbps</b> Installation (non-recurring charge)	5,214.78	4,734.57	4,316.09
<b>Port (per year)</b>	44,401.49	41,256.79	39,646.26
<b>Tail segment (per km)</b>	21,502.19	21,888.03	22,316.61
Through-Connection	11,258	10,544	9,919
Above 0 to 5 km	24,024	21,317	19,422
Above 5 to 10 km	49,047	42,431	38,049
Above 10 to 20 km	87,347	74,748	66,560
Above 20 to 30 km	138,413	117,838	104,574
Above 30 to 40 km	189,480	160,928	142,588
Above 40 to 50 km	240,547	204,018	180,601
Above 50 to 60 km	291,613	247,108	218,615
Above 60km, for each additional km	5,107	4,309	3,801