



**Form that has to be used as front page
when answering a public consultation organised by
BIPT**

GENERAL INFORMATION

Title and date of the consultation: Consultation regarding the analysis of the market for fixed termination, 16.02.2018

To (natural persons designated as contact persons within BIPT in the document that is submitted for consultation): Joke VAN OSSELAER

Name of the legal person answering: Platform Alternative Business Operators

Natural person acting as contact person for the respondent: Koen Vanderweyer

CONFIDENTIALITY OF THE DATA

The following information is considered to be confidential by the respondent (tick off what is applicable);

- Nihil
- The identity of the legal person answering
- The identity of the natural person acting as contact person for the respondent
- Certain parts of the answer

In the latter case the respondent needs to provide a public and confidential version of his contribution. In the confidential version the confidential parts shall be identified in the body of the text.

In case of conflicts between this form and a statement in the answer (in particular the standard mention regarding confidentiality in e-mails), the respondent recognises that BIPT only needs to take into account this form.

WARNING

In conformity with Article 140 of the Act of 13 June 2005 on electronic communications, the draft decisions of BIPT that could have considerable consequences for a relevant market, are submitted for public consultation. The results thereof have to be published, in conformity with the rules regarding the confidentiality of corporate data. It is therefore in the interest of the respondent to provide for an exhaustive and accurate list of the confidential information in order to avoid that information from being made public in the context of the publication of the results of the public consultation.

The respondents shall, however, only mark as confidential that information that is truly confidential as BIPT has the possibility to contest the confidential nature of the information by virtue of Article 23, § 3, of the Act of 17 January 2003 on the status of the regulator of the Belgian postal and telecommunications sectors.

NAME, DATE AND SIGNATURE

Koen Vanderweyer, 15.02.2018

Consultation regarding the analysis of the market for fixed termination

Platform Alternative Business Operator is the association of alternative telecom operators active on the business market in Belgium. Its members are: BT, Colt, Eurofiber, Orange Belgium, Telenet, Verizon and VOO-WIN. The Platform focusses mainly – but not exclusively – on market access-related issues on the Belgian business market.

Differentiation rates

The members of Platform are familiar with the matter BIPT highlights in paragraph 683, namely that “certain groups of countries use fixed termination rates that exceed the regulated rates of European countries.” According to BIPT this could lead to a financial imbalance at the expense of operators located within the EER.

However, the opposite situation could also occur, in which operators in non-EER countries use fixed termination rates that are significantly lower. In the USA for example, the relevant authority is adjusting the regulated fixed termination rates until they reach the amount of zero by the 1st of July 2018. Moreover, the relevant regulation in the USA doesn't allow to differentiate fixed termination rates on the basis of the country from which the traffic is originating from.

The Platform is aware that traffic originating from outside the EER is not regulated. The members of the Platform confirm hereby voluntarily, according to a principle of mirrored rates with a balance of costs and profits as prescribed by BIPT, want to work towards traffic originating from countries (including the USA) with a minimum of the regulated MTR and FTR.

IP Interconnect

1. Interconnection

The Platform members consider that specific implementation of IP Interconnections greatly depends on the type and size of the operators. As such some flexibility must be granted. The elements mentioned hereafter are general principles of which the operators could deviate subject to mutual agreement. The BIPT has an important role to play in order to ensure that a level playing field is provided to all operators.

The Platform welcomes the position of the BIPT in paragraphs 326 & 327. An interconnection based on one pair of redundant interconnect points (1+1) is sufficient but based on agreement between the concerned parties there can be more than one pair of redundant interconnections. For Proximus, the 1+1 IC points must be chosen in a number of interconnection points reasonably geographically located, based on the existing interconnection points.

2. Mobile and Fixed Traffic exchange via IP Interconnect

With respect to paragraphs 304/305/327/328, for those operators that have integrated fixed and mobile companies and offers to end-customers, it is sufficient and efficient to offer IP interconnect also via that one pair of redundant interconnect points for MTA (“Mobile Terminating Access”) and FTA, as well as for MOA (“Mobile Originating Access”) and FOA. The one same interconnect must be used to send all traffic and receive all traffic. So, the same interconnect links should transport both fixed and mobile traffic except if otherwise agreed by both parties. Regarding the implementation period, the Platform agrees with the high-level planning of implementation 2018-2021. We would like to underline in this regard that similar timings should be foreseen for mobile.

Platform agrees with BIPT in paragraph 332 that 1 physical max. 1 Gig/s link is sufficient. Redundant and two forms of traffic would mean 4 physical 1 Gig/s interconnect links, which is not efficient at all.

Contrary to the position of the BIPT in paragraph 332, the Operators are also in favor of unidirectional virtual links because it is easier in terms of billing, accounting, reporting and responsibility to split incoming and outgoing traffic. Separation of traffic types and exact set-up would be discussed between the parties (for example incoming/outgoing traffic, VAS traffic, collecting,...). Nevertheless, bidirectional virtual links can also be a choice if operators agree.

The way of cost sharing of the shared physical link must be defined by BIPT. In absence of any agreement between the parties, the cost must be shared based on 50%-50% of the reserved capacity, independently of the usage. It must be avoided that the smaller operators being the first to request the interconnection is forced to support the installation fee alone. With regards to the choice of the link supplier, it should be based on the most interesting quote available on the market.

The operators must have the flexibility to opt for separate physical links if they both agree with this configuration so that each operator is responsible for his own link. This indeed avoids discussion with regards to the responsibilities of the physical line. On the other hand, the physical links will be bidirectional in case no agreement is available. While the Platform agrees that ATAP charges is not justified anymore in an IP interconnect environment, operators could put another mechanism in place to avoid any over-dimensioning of capacity by an operator in the network. The purpose is not to generate additional revenues.

3. Codecs & technical parameters

We have noticed that there is no reference to the codecs in the present document. We consider it is important that the BIPT defines and confirms a default set of Codecs (to avoid also the complexity of transcoding and the fees for transcoding). These list of Codecs should be monitored and amended in accordance with the evolution of the market.

Other technical specifications of the IP interconnect are also missing for the moment. It is required to also agree on some high-level SIP / SDP specifications to avoid interoperability issues. PRACK is required (for early media), SDP negotiation scenario, transcoding responsibilities, minimal support of G.711a by everyone to guarantee a common codec, etc. SIP/SDP/RTP is too open to remain like this.

4. Timing IP Interconnect

Regarding the implementation period, the Platform agrees with the high-level planning of implementation 2018-2021. We would like to underline in this regard that similar timings should be foreseen for mobile. Detailed planning should be reasonable and agreed between the operators.

5. TDM and IP Interconnect

Regarding paragraph 338/342, we would like to ensure that both the IP and the TDM interconnect can operate next to each other in parallel until the end of the migration period (by end 2021). With respect to paragraph 527, we would propose to announce at least 3 years in advance (after migration to IP), when the last TDM Interconnect will be closed down.

Also, (see paragraph 527), as the current TDM interconnect is at 8 locations and as the new regulated tariff has been set at one level throughout the country, the reason to have those 8 points has disappeared. Therefore, operators will want to choose to leave a certain number of points and increase efficiency.

Tariffs

The Platform agrees with the one level of tariffs. However, we would like BIPT to clarify that this is the tariff, and not a ceiling or a maximum tariff. A ceiling or maximum tariff could allow for discrimination issues and lead to market problems. In this respect, with reference to paragraph 467, we wonder if there is any argumentation given by BIPT to explain why only the “external tariff non-discrimination” is mentioned here. We would like to ensure that also the “internal tariff non-discrimination” is added here, just as it was in the earlier decision. Internal tariff non-discrimination cannot be dropped without any argumentation. It is important to ensure that internal tariff non-discrimination is upheld to have the level-playing field remain.

Amendment IP Interconnect

In paragraph 305, BIPT writes that “... moet Proximus het huidige referentieaanbod uitbreiden”. The Platform disagrees with this proposal and would suggest to replace this part of the sentence as follows: “...moet Proximus het huidige referentieaanbod uitbreiden ~~of een afzonderlijke referentieaanbod~~” Indeed, an amendment to the current reference offer would be enough to just negotiate the IP Amendment and not an entirely new reference agreement. In that way it is ensured that only an Amendment for IP Interconnect can be negotiated for those parties that already have interconnects up and running.