



VIRTUAL UNBUNDLED ACCESS TO FIBRE-TO-THE-HOME: Enhancing the Non-Discrimination Obligation

Consultation and Proposed Decision

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EXECUTIVE SUMMARY

In February 2016, the Malta Communications Authority (hereafter 'MCA') published a Decision entitled 'Virtual Unbundled Access to Fibre-to-the-Home Response to Consultation and Decision'¹ (hereafter 'VULA Decision'). In that Decision, the MCA stated that it intended to issue a further decision aimed at enhancing the VULA remedy through the development of a series of metrics aimed at safeguarding an Other Alternative Operator (hereafter 'OAO') against any potentially discriminatory behaviour. These metrics aim to capture and measure GO plc's (hereafter 'GO') performance in relation to its VULA access obligation on the VULA FTTP processes as contemplated under Annex E2 of GO's Reference Unbundling Offer (hereafter 'RUO'):

1. Order Validation and Installation of a VULA FTTP Connection;
2. Termination of a VULA FTTP Connection; and
3. Fault Reporting and Fault Resolution of a VULA FTTP Connection.

The aim of this document is to receive feedback on:

- the Key Performance Indicators (hereafter 'KPIs') that the MCA identified in connection with the VULA FTTP processes contemplated under Annex E2 of GO's RUO;
- the Service Level Guarantees (hereafter 'SLGs') that the MCA proposes to implement for the corresponding Service Level Agreements (hereafter 'SLAs').

¹<http://www.mca.org.mt/consultations-decisions/virtual-unbundled-access-fibre-home-response-consultation-and-decision>

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1. BACKGROUND

In April 2015, the MCA issued a public consultation on the Reference Offer that GO is obliged to implement in order to provide virtual access to its Fibre-to-the-Home (hereafter 'FTTH') network. The public consultation addressed various technical and economic specifications to ensure equivalence of access, including, amongst other matters, the methodology for the setting of wholesale access charges.

In February 2016, the MCA published its VULA Decision wherein the MCA mandated on GO a number of technical and economic requirements with a view to ensuring that access seekers are in a position to replicate GO's retail offerings in a non-discriminatory manner. Through the same Decision, the MCA also directed GO to publish a Reference Offer incorporating the latest amendments spelt out in that Decision.

Besides, in the VULA Decision specifically under Section 8 of same, the MCA expressed its intention to issue a further decision aimed at enhancing and maintaining the implementation of the VULA remedy.

The main objective behind this document is to put forward for consultation a series of metrics covering the following processes:

- Order Validation and Installation of a VULA FTTP Connection;
- Termination of a VULA FTTP Connection; and
- Fault Reporting and Fault Resolution of a VULA FTTP Connection.

1.2 Structure of the Document

The document is structured as follows:

- Section 2 provides a definition of a Key Performance Indicator and describes the proposed list of KPIs;
- Section 3 provides definitions and proposals for measurement of SLA and SLGs ;
- Section 4 describes the MCA's proposed reporting timelines by GO;
- Section 5 sets out the MCA's list of Proposed Decisions;
- Section 6 sets out the Consultation Framework.

2. KEY PERFORMANCE INDICATORS

As the name implies, Key Performance Indicators (KPIs) are a measurement tool aimed at gauging the performance of a particular process.

In this particular case, it is being proposed to apply such KPIs to gauge the performance of GO's access obligation in respect of the FTTH VULA service provisioning cycle. This is of great relevance in the context of the Equivalence of Output ('EoO') concept adopted by MCA in relation to the VULA remedy as stipulated in the VULA Decision. As a matter of fact, the MCA - under Section 5 of the VULA Decision - argued in favour of implementing an EoO approach but to the extent that such an approach be accompanied by the necessary safeguards in order to fully ensure that the non-discrimination obligation imposed upon GO is fully adhered to. KPIs are in fact one of the main principle mechanisms by which the adherence to the non-discrimination obligation is ensured.

Hence, these indicators will serve a dual purpose, as they will:

1. measure GO's performance in servicing requests by GO retail as compared to requests by OAO/s for:
 - a. FTTP connections;
 - b. attendance to fault reporting; and
 - c. FTTP disconnections;
2. identify areas where further improvement is required.

The MCA is therefore proposing to implement a set of KPIs on the following processes:

- i. Order Validation and Installation of a VULA FTTP connection;
- ii. Termination of a VULA FTTP Connection; and
- iii. Fault Reporting and Fault Resolution of a VULA FTTP Connection.

These are analysed in detail hereunder.

For the sake of clarity, each KPI being proposed is cross-referenced and mapped to the corresponding process contemplated in Annex E2 of GO's RUO (published on GO's website). In order to ensure effective monitoring of the non-discrimination obligations, these set of indicators need to be reported in relation to the OAO and GO Retail separately. This notwithstanding in identifying the relative KPIs, reference is made to processes contemplated in the RUO which governs the agreement between GO and an OAO.

In case of multiple OAOs, these indicators need to be separately reported. For the avoidance of doubt, it is pertinent to note that throughout the metrics being proposed in the following tables, the term 'customers' is being used to capture both OAOs and GO Retail as amplified above.

2.1 Order Validation and Installation of VULA FTTP

The initial process entails the evaluation of a request and the setup of the connection for the customer.

As part of this process, eight KPIs were identified which aim to cover the salient aspects of the provisioning process underlying the VULA wholesale access products. The scope of these indicators is to identify:

- the number of requests that GO received by types of connection (fibre connected, new home passed and Semi-Built, as categorised in Annex E3 of GO's RO);
- the time for GO to respond to requests;
- the percentage of responses that exceed GO's respond to request SLA time
- the number of rejections by GO by type of connection;
- top five reasons for rejection;
- period of time between acceptance and connection by type of connection;
- the percentage of connections that exceed GO's connection SLAs times;
- the final number of successful requests by type of connection.

KPIs - ORDER VALIDATION and INSTALLATION				
ID	Key Performance Indicators	Process Steps ²	Field Value	Definition
KI01	Number of Requests Received Fibre Connected New Homes Passed Semi Built	Step 2	Count Count Count	The number of requests received.
KI02	Time for GO's response	Step 2 to Step 4/5	Average Time	The average time taken by GO to send feedback whether a request is accepted or not.
KI03	Number of Requests exceeding the SLA value wrt KI02	Step 2 to Step 4/5	Count	Number of requests that exceed the 4 days SLA.
KI04	Number of Requests Rejected Fibre Connected New Homes Passed Semi Built	Step 4	Count Count Count	The number of requests rejected by GO.
KI05	Top 5 Reasons why Request was Rejected Reason 1 Reason 2 Reason 3 Reason 4 Reason 5	Step 4	Number of Cases Count Count Count Count Count	The top 5 reasons of rejections and the number of cases falling under each.
KI06	Period of time between Acceptance and Connection Fibre Connected New Home Passed Semi Built	Step 7 to Step 9	Average Time Time Time	The average time required from the request initiation to the final connection (equivalent to the completion of installation works).
KI07	Number of cases exceeding the SLA value wrt KI06 Fibre Connected New Home Passed Semi Built	Step 7 to Step 9	Number of Cases Count Count Count	The number of cases that fall within the various time brackets mentioned in KI05.
KI08	Total number of Successfully Completed Requests Fibre Connected New Homes Passed Semi Built	Step 9	Number of Cases Count Count Count	The final total successful connections completed.

Table 1: KPIs on the Order Validation and Installation of VULA FTTP Connection

² As per Section 4 & Appendix 1 - Annex E2 of GO's RO.

The objective of the above proposed list of KPIs is to measure GO's performance in relation to the requests from an OAO when compared to its performance in relation to GO retail. This measurement thus allows the gauging of GO's non-discrimination obligation between its retail arm and the OAO's requests.

With respect to rejected requests, the relative KPI will measure both the amount of such requests as well as the reasons for such rejections. This will enable the monitoring of GO's adherence to the non-discrimination obligation. On the other hand, for those requests that have been validated and accepted, it is important to understand the type of connection requested and the time required setting the connection.

2.2 Termination of a VULA FTTP Connection

The second major process deals with the termination of a VULA FTTP Connection. To this effect, the Reference Offer within Annex E2 takes into consideration the process that GO has to follow when the OAO raises a request for termination. Hence, a termination request of a VULA FTTP connection will set in motion a process that will measure GO's adherence to the non-discrimination obligation through the implementation of a series of metrics.

For this purpose, the MCA is proposing the following KPIs:

- The number of requests received to terminate the connection;
- The time taken to terminate the connection;
- The number of rejections;
- The time taken to inform the customer about the rejection; and
- The top 5 reasons behind any rejections for termination.

KPIs– TERMINATION of a VULA FTTP CONNECTION				
ID	Key Performance Indicator	Process Steps ³	Field Value	Definitions
KT01	Number of Requests Received	Step 1	Count	The number of requests received.
KT02	Time required between: Request received and Termination	Step 1 – Step 7	Average Time	The average time required for GO to process request for termination and inform customer.
	SLA initiation to Termination**	Step 3 – Step 7	Time	
KT03	Number of Requests Rejected	Step 8	Count	The number of requests rejected by GO.
KT04	Time required to inform customer that Request is being Rejected	Step 2 / Step 8	Average Time	The average time required for GO to send feedback to customer that request is rejected.
KT05	Top 5 Reasons why Request was Rejected	Step 8	Number of Cases	To provide the top 5 reasons of rejects. For each reject, to capture the number of cases.
	Reason 1		Count	
	Reason 2		Count	
	Reason 3		Count	
	Reason 4		Count	
Reason 5	Count			

** Customer implies the OAO and GO Retail

Table 2: KPIs on the Termination of a VULA FTTP Connection

2.3 Fault Reporting and Fault Resolution of a service falling under the VULA provisioning

An intrinsic aspect of any service, especially in the context of the VULA remedy, is to gauge GO's performance in relation to fault reporting and resolution. In other words, gauging the number of fault reports as well as the timeframe in which these faults have been solved are key to monitoring that the non-discrimination obligation is fully respected. Similar to the other processes, a number of KPIs have been identified to be able to monitor the fault process and any issues in relation thereto. The KPIs being proposed hereunder are designed to capture:

³ As per Section 5 & Appendix 2 - Annex E2 of GO's RO.

- The number of faults reported and whether such faults fall within the remit of GO to resolve;
- The most common faults reported;
- The repair times for faults that fall within GO's remit.

It is pertinent to note that a fault is deemed to fall within GO's infrastructure, and therefore falls within the remit of GO to resolve, when this requires the direct intervention from GO. Any fault residing at the end customer and which can be resolved by the customer directly is not considered as falling within GO's infrastructure. Such a demarcation applies to faults reported by the OAO and GO Retail alike.

KPIs– FAULT of a VULA FTTP CONNECTION				
ID	Key Performance Indicator	Process Steps ⁴	Field Value	Definitions
KF01	Number of Faults Received	Step 2	Count	The number of faults reported.
KF02	Number of Faults reported which fall within GO's infrastructure	Step 4	Count	Number of faults reported which fall within GO's infrastructure.
KF03	Top 5 Fault types	Step 6	Number of Cases	To provide the top 5 reasons of fault type. For each reason to capture the number of cases.
	Reason 1		Count	
	Reason 2		Count	
	Reason 3		Count	
	Reason 4		Count	
KF04	% of GO's Infrastructure faults repaired in:	Step 6 / 7 to Step 9*	% Share	To measure the proportion of cases falling within each of the time brackets.
	2 Working Days		%	
	5 Working Days		%	
	6+ Working Days		%	

*This does not include Step 8 which covers the time required for the OAO's feedback.

Table 3: Key Performance Indicators on the Fault Reporting and Fault Resolution of a VULA FTTP Connection

2.4 KPIs Going Forward

The above-proposed KPIs are meant to set the context for the collection and measurement of GO's performance of its obligations arising from the VULA Reference Offer in order to ensure compliance to its non-discrimination obligations. In no way are the above-proposed KPIs meant to be static. As a

⁴ As per Section 6 & Appendix 3 - Annex E2 of GO's RO.

matter of fact, it is the intention of the MCA to analyse the data submitted and propose changes and / or improvements as deemed necessary for the continuous compliance of GO's non-discrimination obligation. Besides, the MCA shall also reserve the right to request further information on specific metrics if the data submitted in relation thereto is such that further analysis is warranted to establish, resolve or address certain issues that may be encountered.

3. SERVICE LEVEL AGREEMENT & SERVICE LEVEL GUARANTEES

Along with the KPIs identified under Section 2.1, it is also important to set a number of SLAs which will further complement GO's measurement of its performance and quality in its delivery of the access obligations across the various processes. In fact, the concept of the SLAs is similar to a contractual obligation between a service provider and the customer whereby the level of service expected from the service provider is defined. In this particular case, the SLAs are output-based as these stipulate the time within which the service is to be delivered. It is pertinent to note that the RUO currently in force already contemplates a number of SLAs which are being reproduced in this Consultation for the purpose of proposing the relative set of SLGs.

In relation to the SLAs, the MCA is proposing a number of SLGs that GO will be required to adhere to. In fact, SLGs are normally considered an integral part of the SLAs in view that these guarantees are a form of compensation that the customer is entitled to if the service delivery fails the established SLAs. For the avoidance of doubt, the SLAs and SLGs being covered in this document are only applicable to the OAO being the party to the Reference Offer.

Hence the purpose of SLGs is to incentivise GO to honour the obligations arising from the SLAs. In other words, SLGs will further enhance the requirement for the services provided under the VULA remedy to be delivered on time, failing which will trigger a series of penalties.

Save to some exceptions, the SLGs applied for the various SLAs are based on the following methodology:

- A daily (working days) penalty of 10% of the relative service charge; and
- A penalty capping of up to the full amount of the relative service charge.

The proposed SLGs are dealt with in the sections that follow.

3.1 VULA FTTP Connection Order Validation and Installation

For this process, two SLAs were identified to measure the performance of the following processes:

- the maximum working days for GO to provide status update of Request to the OAO; and
- the maximum working days to setup and test the connection.

Given that there are different types of VULA FTTP connections, this in itself will impact the maximum working days considered for each type. For example if a customer is already subscribed to an existing FTTH service, then the maximum number of working days allowed in Annex E3 of the RO is twelve (12). In instances where the customer is in a ‘Homes Passed’ area but is new to FTTH, then the maximum of working days allowed is of seventeen days (17).

SLA & SLG - ORDER VALIDATION and INSTALLATION				
ID	Service Level Agreement	Process Steps ⁵	Maximum Working Days ⁶	Service Level Guarantee
SI01	Time between Request and OAO informed of status update	Step 2 to Step 4 / 5	4	A daily penalty of 10% of the installation charge capped up to the full installation charge.
SI02	Time between SLA and Completion of Installation Works Fibre Connected New Home Passed Semi Built	Step 7 to Step 9	12 17 17 (excluding OAO intervention)	

Table 4: SLAs and SLGs on the VULA FTTP Connection Order Validation and Installation

It is pertinent to note that the above SLAs – as already enforceable under Annex E3 of the RUO – stipulate a daily cap of 15 OAO orders for the first year of the Agreement between GO and the Access seeker.

3.2 Termination of a VULA FTTP Connection

For the termination process, the current version of the RUO makes provisions to the effect that the OAO shall give at least thirty (30) days prior notice to GO.

Section 5 of Annex E2 sets out a termination process that will be triggered by GO upon receipt of a request for termination. In order to ensure that the termination process is duly concluded within the

⁵ As per Section 4 & Appendix 1 - Annex E2 of GO’s RO.

⁶ As allowed in Annex E3 of the RO.

thirty-day notice period, the MCA is proposing two SLAs with a view to also gauging the suspended time when action from the OAO is required. In this particular case, the SLGs will not be defined by reference to penalties that GO will have to suffer as detailed in Table 5 below.

SLAs& SLGs– TERMINATION of a CONNECTION				
ID	Service Level Agreement	Process Steps ⁷	Maximum Working Days	Service Level Guarantee
ST01	Time between Request and GO informs OAO	Step 1 - 3 / 8	3	GO is not entitled to make further charges beyond the 30-day notice period, unless 30 days have expired and the OAO has taken longer than 10 working days to return the ONT from the time of the instructions to do so from GO.
ST02	Time between Request and GO informs OAO regarding any action required by OAO on ONT	Step 3 - 4 / 5	10 or more working days in advance of the end of 30 days' notice period	
ST03	Time between Restart SLA and GO de-provisions the requested VULA FTTP Connection and informs OAO	Step 6 – 7	Not relevant	

Table 5: SLAs and SLG on the Termination of a VULA FTTP Connection

In view that the Process in Section 5 of Annex E2 is such that GO invoices the OAO up to the date when the OAO returns the ONT to GO or up to the termination date stipulated on the Termination form, whichever is relevant, the MCA finds no value in introducing an SLA from Step 7 onwards. In the case of the ONT not needing to be returned, it is in the interest of GO to de-provision the requested VULA FTTP Connection and issue an invoice to the OAO at the earliest possible time. If the ONT does need to be returned, it is in the interest of the OAO to forward it to GO, by the end of the 30 days period (or 10 days after it receives the request to return it, whichever is the later) in order to avoid further charges from GO.

3.3 Fault Reporting and Fault Resolution of a VULA FTTP Connection

For the fault process the current RUO incorporates an SLA which specifies that fault reports will be completed within five (5) working days from when the OAO reports a fault to GO. This in itself assumes that the fault requires GO's direct intervention as the OAO will report the fault to GO after

⁷ As per Section 5 & Appendix 2 - Annex E2 of GO's RO.

having concluded that it cannot be resolved at his end nor by the end retail client. Another equally important SLA would be to gauge GO's timely feedback in relation to faults reported by a client to the extent of advising the latter whether the fault lies within GO's infrastructure or else resides at the client and that therefore can be resolved directly by the client.

Hereunder are the SLAs and SLGs in relation to fault reporting and resolution of a VULA FTTP Connection.

SLA& SLG– FAULT of a CONNECTION				
ID	Service Level Agreement	Process Steps ⁸	Maximum Working Days	Service Level Guarantee
1	Time required between fault reported until OAO is: Informed it is not GO's infrastructure Informed it is GO's infrastructure and resolved	Step 2 –4 Step 2 - 11*	1 5 ⁹	A daily penalty of 10% of the monthly contracted rental charge capped up to the monthly contracted rental charge.

*This does not include Step 8 that covers the time required for the OAO's feedback.

Table 6: SLAs and SLGs in respect of the Fault Reporting and Fault Resolution of a VULA FTTP Connection

These penalties are not applicable in cases of *force majeure* as further explained in Section 4 below.

3.4 A Note on the Handover point/s

The RUO currently in force, specifically under Annex E3, stipulates an SLA and associated SLG on the Handover point/s. This was subject to public consultation and the VULA Decision and therefore is outside the scope of this consultation. The relative SLA and SLG are being reproduced hereunder for completeness sake.

⁸ As per Section 6 & Appendix 3 - Annex E2 of GO's RO.

⁹ The 5 days SLA is already incorporated in the existing Annex E3 of the RUO and was subject to consultation in relation to the VULA Decision.

SLA & SLG – HANDOVER POINT			
ID	Service Level Agreement	Maximum Service Loss	Service Level Guarantee
SH01	The handover point falls within GO's network	4 hours every calendar month*** (excluding scheduled maintenance)	20% of the contracted service charge for the relevant month. Maximum charge is of 30-day charges for the affected service per annum.

*** Where a calendar month contains less than 30 days, the service guarantee and any credit will be calculated on a pro rate basis.

Table 7: SLAs and SLG in respect of the Handover Point

3.5 Improvements in SLAs Going Forward

As already highlighted under Section 3.1 above, the RUO currently in force already stipulates a number of SLAs, specifically under Annex E3 of same. In this consultation document, the MCA is not proposing changes to these SLAs. However it is the intention of the MCA to refine, if deemed proportionate and justifiable, and mandate changes going forward to the SLA period upon observing actual activity from the metrics proposed in this consultation and, subject to the response to the consultation related thereto. If, following a thorough analysis of the reporting submissions in relation in particular to KPIs, it results that any of the following circumstances may be occurring, the MCA then reserves the right to mandate downward revisions to the SLAs following further consultation:

- KPIs reveal a consistent pattern of better performance compared to the SLA's timelines, and /or
- KPIs reveal discriminatory behaviour between wholesale and GO retail.

4. REPORTING TIMELINES

As explained throughout this document, the main purpose of the proposed lists of metrics is to monitor GO's adherence to the non-discrimination obligation. The MCA is therefore proposing a quarterly submission as follows:

Reporting Period	Reporting by End	Reporting measures
January – March	May	The activity during the period January to Mid-May in relation to January – March Requests.
April – June	August	The activity during the period April to Mid-August in relation to April – June Requests.
July – September	November	The activity during the period July to Mid-November in relation to July – September Requests.
October – December	February	The activity during the period October to Mid-February in relation to October – December Requests.

Table 8: Timeframes for Quarterly submissions

Where:

Reporting Period is defined as the timeframe during which a request for Service, Termination or/and Fault occurred;

Activity Period is defined as the timeframe during which the request is processed.

In proposing the above mentioned timeframes, the MCA took a number of considerations amongst which are the following:

1. The metrics should capture the number of requests that occurred during the reporting period; and
2. The time lag contemplated is deemed necessary in order to allow for a full comprehensive measurement of the metric in question in relation to the request.

The above proposed timelines should therefore ensure that the MCA is provided with timely reconciliations and direct mapping between requests being reported in relation to the processes triggered by same. This will translate into timely reaction by MCA to any signs of non-compliance by GO with the non-discrimination obligation.

Following the normal consultation period, the resulting SLGs would be incorporated in Annex E3 of the RUO and therefore subject to the terms and conditions of the RUO currently in force.

4.1 Corroborating Data from the OAO

In order to ensure effective monitoring of the reporting proposed so far in this Consultation, it is imperative for the MCA to have the possibility to seek data corroboration from the OAO, i.e. the party to the RUO who is mostly impacted by any discriminatory behaviour conducted by GO. It is therefore being proposed that the OAO keeps record of its requests raised with GO in connection with VULA service provisioning under the same RUO.

In order to safeguard any issues of non-compliance with the non-discrimination obligations, the MCA is therefore reserving its right to corroborate data from the OAO, the absence of which may weaken the effective monitoring of same.

4.2 Implementation

As clearly amplified above, the MCA is proposing a number of metrics to be reported on a quarterly basis by GO. The reporting being proposed on the part of the OAO is purely on '*as the need arises*' basis particularly in instances where the same OAO raises doubts or concern on the actual adherence to the non-discrimination obligation by GO.

The MCA firmly believes that the overriding purpose of the proposed metrics is primarily the monitoring of the non-discrimination obligation by GO between the OAO as the wholesale customer of GO and GO retail arm. Their relevance and importance stems from cross comparison of the activities being reported on the OAOs requests vis-a-vis GO Retail. The MCA is therefore proposing the implementation of the reporting proposed under Section 4 above to trigger as soon as there is a party to the RUO.

5. LIST OF PROPOSED DECISIONS AND WAY FORWARD

The MCA is hereunder reproducing a summary list of the proposed decisions set out in this Consultation.

1. Identification of a series of metrics as set out across the various sections of the consultation:
 - A. KPIs for the following processes:
 - i. Order Validation and Installation of a VULA FTTP Connection – Table 1;
 - ii. Termination of a VULA FTTP Connection – Table 2; and
 - iii. Fault of a VULA FTTP Connection – Table 3.

KPIs should be reported separately for the OAO and GO Retail. In case of multiple OAOs, GO is to report metrics separately.

2. SLGs on SLAs (as contemplated in Annex E3 of the RUO currently in force) for the following processes:
 - i. Order Validation and Installation of a VULA FTTP Connection – Table 4;
 - ii. Termination of a VULA FTTP Connection – Table 5;
 - iii. Fault of a VULA FTTP Connection – Table 6; and
 - iv. Handover Point/s – Table 7.

3. GO is to report the above KPIs quarterly as follows:

Reporting Period	Reporting by End	Reporting measures
January – March	May	The activity during the period January to Mid-May in relation to January – March Requests.
April – June	August	The activity during the period April to Mid-August in relation to April – June Requests.
July – September	November	The activity during the period July to Mid-November in relation to July – September Requests.
October – December	February	The activity during the period October to Mid-February in relation to October – December Requests.

Where:

Reporting Period is defined as the timeframe during which a request for Service, Termination or/and Fault occurred;

Activity Period is defined as the timeframe during which the request is processed.

4. The SLGs will be incorporated in Annex E3 of the RUO and therefore subject to the terms and conditions of the RUO currently in force.
5. The OAO should keep record of its requests raised with GO in connection with VULA service provisioning under the same RUO, and the MCA reserves the right to corroborate data from the OAO.
6. The implementation and reporting of the metrics will be triggered on the signing and take-up by an OAO of the VULA RUO.

6. CONSULTATION FRAMEWORK

The MCA invites comments from interested parties on this consultation document.

For the sake of clarity and ease of understanding, the MCA encourages stakeholders to structure their comments in order and in line with the section and sub-section numbers used throughout this document.

In accordance with its obligations under Article 4A of the Malta Communications Authority Act [Cap. 418 of the Laws of Malta], the Authority welcomes written comments from interested parties and stakeholders during the national consultation period which shall run from 27 January 2017 to 28 February 2017.

The Authority appreciates that respondents may provide confidential information in their feedback to this consultation document. This information is to be included in a separate annex and should be clearly marked as **confidential**. Respondents are also requested to state the reasons why the information should be treated as confidential.

For the sake of openness and transparency, the MCA will publish a list of all respondents to this consultation. The Authority will take the necessary steps to protect the confidentiality of all such material in accordance with the MCA's confidentiality guidelines and procedures¹⁰. Respondents are however encouraged to avoid confidential markings wherever possible.

All responses should be submitted to the Authority, in writing by not later than 12.00hrs on 28 February 2017 and addressed to:

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¹⁰<http://mca.org.mt/sites/default/files/attachments/faqs-and-guidelines/2012/confidentialityguidelinesfinal-0.pdf>.