
Chapter 3: Principles of Access and Interconnection

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3.1 Application of CT Sabah's ARD

- 3.1.1 CT Sabah's ARD sets out the terms and conditions upon which Access Seekers may access CT Sabah's Facilities and/or Services listed on the Access List Determination.
- 3.1.2 Subject to Section 1.3.6, CT Sabah's ARD applies only to Facilities and Services listed on the Access List Determination.
- 3.1.3 The general legal obligations for access to CT Sabah's Facilities and Services listed in the Access List Determination are set out in the General Terms and Conditions of the Access Agreement Template.
- 3.1.4 The obligations on forecast, ordering and provisioning for CT Sabah's Facilities and Services listed in the Access List Determination are set out in Schedule A of the Access Agreement Template.
- 3.1.5 The obligations on billing and settlements for CT Sabah's Facilities and Services listed in the Access List Determination are set out in Schedule B of the Access Agreement Template.
- 3.1.6 The obligations on technical and network operational matters for CT Sabah's Facilities and Services listed in the Access List Determination are set out in Schedule C of the Access Agreement Template.
- 3.1.7 The Annexures to the Access Agreement Template are set out as follows:-
 - (a) Annexure I List & Description of Facilities and Services
 - (b) Annexure II Charges and Charging Principles
 - (c) Annexure III Existing POI/POP List
 - (d) Annexure IV Service Order Form
 - (e) Annexure V Fault Handling Documents

3.2 Eligibility for Access of Services

- 3.2.1 CT Sabah 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 Facilities or Services listed in the Access List Determination which are set out in CT Sabah's ARD.

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3.2.2 For the purposes of clarification, consistent with Government policy and Determinations by the Commission (and its predecessor), an Access Seeker may only request for access to any or all of the Facilities or Services listed in the Access List Determination which are set out in CT Sabah's ARD where the Access Seeker has been granted (i) an individual network facilities provider licence and (ii) an individual network services provider licence and (iii) an individual content applications services provider licence, 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 Facilities or Services listed in the Access List Determination where the requested Facilities or Services are 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 CT Sabah provides the Access Seeker with access to the Facilities or Services listed in the Access List Determination pursuant to Section 3.2.1, the charges for the requested Facilities or Services shall be based on the Charges and the Charging principles set out in Annexure 2 of the Access Agreement Template or as negotiated between the Operators.

3.3 Principles of Access and Interconnection

3.3.1 Access Terms and Conditions

3.3.1.1 CT Sabah shall subject to Section 3.2, if requested to do so by an Access Seeker, supply a Facility or Services listed in the Access List Determination to the Access Seeker on reasonable terms and conditions. The Access Agreement Template sets out the terms and conditions upon which CT Sabah and the Access Seeker may execute as an Access Agreement for access to the Facility or Services.

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3.3.2 Principles of non-discrimination

3.3.2.1 In supplying a Facility or Service listed in the Access List Determination, CT Sabah shall treat an Access Seeker on a non-discriminatory basis as required by the Standard Access Obligations in relation to the supply of a Service.

3.3.2.2 The access provided by CT Sabah to the Access Seeker shall be consistent with:-

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

3.3.3 Customer Principles

3.3.3.1 CT Sabah shall observe and comply with the customer relationship principles set out in section 4.3 of the MSA Determination.

3.4 Intellectual Property

An Operator shall only use such Intellectual Property and information provided by another Operator for the purposes of providing access to the requested Services or Facilities listed in the Access List Determination. An Operator must not use such Intellectual Property or information for the development or marketing of other Communication Services or equipment by that Operator, its affiliates or third parties.

3.5 Dispute Resolution

3.5.1 Each party shall use all reasonable endeavours to resolve any disputes arising from or in connection with CT Sabah's ARD.

3.5.2 If any disputes or difference of any kind shall arise between the parties in connection with or arising out of CT Sabah's ARD, the Dispute Resolution Procedure in Annexure A of the MSA Determination shall be adhered to.

3.6 Confidentiality

An Operator must protect from disclosure any Confidentiality information provided by another Operator given in the course of negotiating an Access Agreement or during the term of CT Sabah's ARD in accordance with the Confidentiality Agreement signed between the parties.