



United Arab Emirates



PROCEDURES

Interconnection Dispute Resolution

Version 1.0

Issue Date: 31st December, 2005

Telecommunications Regulatory Authority (TRA)
P O Box 26662, Abu Dhabi, United Arab Emirates (UAE)
www.tra.gov.ae



Interconnection Dispute Resolution Procedures - Version 1.0, Issued 31st December 2005

Table of Contents

1.	Definitions	3
2.	Background.....	5
3.	Scope.....	5
4.	Conditions Required to Initiate an Interconnection Dispute Resolution Procedure.....	5
5.	Organization of the Dispute Resolution Procedures.....	8
6.	Decisions.....	10
7.	Confidentiality.....	13
8.	Party's Behavior during the Dispute Resolution Procedures.....	13
9.	Costs	14
10.	Language.....	14
	ANNEX 1 – Format for Direct Filing Submission.....	15
	I. Submission Requirements.....	15
	II. Presentation and Content of the Direct Filing.....	16



Interconnection Dispute Resolution Procedures - Version 1.0, Issued 31st December 2005

1. Definitions

The terminology used in these Interconnection Dispute Resolution Procedures shall be interpreted in line with the definitions set out under the Regulatory Framework and the Interconnection Dispute Resolution Procedures, unless the context requires otherwise.

In applying these Dispute Resolution Procedures, the following terms shall have the following meanings unless the context requires otherwise:

Case means the combination of the Direct Filing, subsequent Filings, information requests and any other elements of a dispute resolution proceeding filed before the TRA.

Day(s) means calendar days. If the final calendar day of any procedural period falls on a day which is a public holiday, then the period in question is deemed extended to the next working day. Likewise, if a one or more public holidays or official mourning days are included in any procedural period; the period in question is deemed extended by the same amount of calendar days. In such cases, the TRA shall calculate the extension of the procedural period.

Decision(s) means a decision of the TRA which has immediate effect and is binding. This decision addresses the Requests requested by the Referring Party.

Direct Filing means the detailed statement of the Referring Party's Case.

Dispute(s) means a matter that the TRA may resolve by using its dispute resolution powers under the Regulatory Framework.

Filing(s) means any documentary submission to the TRA pursuant to the Procedures.

Good Faith means a state of mind whereby Parties meet and confer with minds open to persuasion and an eye toward reaching agreement over terms and conditions for interconnection.

Interconnection Dispute Resolution Procedure(s) means one or more of the individual processes which are provided for in these Procedures. Also referred to as "Dispute Resolution Procedure(s)" or "Procedure(s)."

Interim Decision(s) means a decision whereby the TRA determines whether a Party is entitled to relief pending the resolution of the merits of the Dispute and makes an order giving effect to that entitlement.



Interconnection Dispute Resolution Procedures - Version 1.0, Issued 31st December 2005

Licensee means an entity which has been issued a license under Federal Law by Decree 3/2003, including any modifications or amendments.

Party or Parties means a Licensee or Licensees who is/are involved in Dispute Resolution Procedures.

Petition for Reconsideration means a petition requesting that the TRA reverse, modify or otherwise reconsider a previous Decision granted in the framework of Dispute Resolution Procedures.

Rebuttal means a written response by the Respondent in which it responds to the claims put forward by the Referring Party in its Filing.

Redacted qualifies the version of a document which has been edited to remove sensitive or confidential information, for example by “blacking out” the information in the Filing which is not appropriate for public disclosure.

Referring Party means the Party who, while either negotiating or under the terms of an interconnection agreement, submits a Dispute to the TRA.

Regulatory Framework means Federal Law by Decree 3/2003, its Executive Order, including their subsequent modification or other telecommunication related laws; and all directives, policies, procedures, and other regulatory instruments as issued by the Supreme Committee or the TRA.

Request(s) mean a request by the Referring Party for measure(s) from the TRA in Dispute Resolution Procedures.

Respondent means the Party against which a Dispute is submitted by a Referring Party under the form of a Direct Filing with the TRA.

Retrospective/Retroactively means a Decision that is backdated in such a manner that the Request applies from a date in the past.

Reviewed Decision(s) means a decision of the TRA which is final and binding and is issued following the acceptance by the TRA of a Petition for Reconsideration.

Surebuttal(s) means, depending on the context, either a pleading by the Referring Party in reply to the Respondent’s Rebuttal or a pleading by the Respondent in reply to a Referring Party’s Surebuttal.

Telecom Law means the Federal Law by Decree No. 3 of 2003.



Interconnection Dispute Resolution Procedures - Version 1.0, Issued 31st December 2005

TRA means Telecommunications Regulatory Authority of the United Arab Emirates.

Withdrawal means a request by the Referring Party that its Dispute be withdrawn, thereby ending the Dispute without a Decision being issued by the TRA.

2. Background

These Procedures are issued by the TRA in accordance with Articles 14, 38, 39, 40 and 41 of the Federal Law by Decree 3/2003.

3. Scope

3.1. For the purposes of these Procedures, the term “interconnection” shall include all aspects of interaction between Licensees which are regulated, including but not limited to: interconnection, co-location, site and facility sharing.

3.2. The provisions in these Procedures apply in respect to:

(a) Pre-contractual interconnection disputes; and

(b) disputes relating to or arising out of an interconnection agreement, including the implementation, execution, interpretation, modification, compliance, termination or cancellation of the agreement.

4. Conditions Required to Initiate an Interconnection Dispute Resolution Procedure

4.1. Referral of a Dispute to the TRA

4.1.1. Either Party may refer a Dispute to the TRA in writing if one of the Parties considers in good faith that it is unable to agree with another Party and if after the negotiation period required by these procedures has passed, one of the Parties is of the opinion that prolonged negotiations will not resolve the differences;

4.2. Negotiation Notification to the TRA



Interconnection Dispute Resolution Procedures - Version 1.0, Issued 31st December 2005

- 4.2.1. A Licensee requesting negotiation of an interconnection matter with another Licensee shall simultaneously notify the TRA and the other Licensee, in writing, of its request for negotiations with the other Licensee.
- 4.2.2. Such notice of request shall propose a starting date of the negotiations at least five (5) Days after the notice is received by the other Licensee and shall provide a detailed outline of the issues to be considered during the negotiation.

4.3. Negotiation Period

- 4.3.1. Commencement Date: For the purpose of Article 4.1.1, the actual commencement date of any negotiations shall be the starting date for the ninety (90) Days period required by these Procedures. Under exceptional circumstances, the TRA may accept to take into consideration another date, if duly demonstrated elements are brought forward by a Party which make the TRA deem such other date more appropriate.
- 4.3.2. Absent written notice as specified in Article 4.2.1, the TRA shall not consider the ninety (90) Days period as being officially satisfied.
- 4.3.3. Waiver(s): The requirement in Article 4.1.1 for a ninety (90) Days negotiation period may be waived in whole or in part by the TRA if either Party notifies that they have reached an impasse and that no matter how much longer they negotiate, no agreement can be reached, or in other exceptional circumstances.
- 4.3.4. Extension(s): Parties can jointly decide to extend the ninety (90) Days period for conducting interconnection negotiations. Such an extension shall not be considered as a waiver of their right to introduce a Direct Filing or request any other form of regulatory involvement by the TRA.

4.4. Direct Filing

A referral of a Dispute to the TRA takes the form of a Direct Filing.

4.5. Direct Filing Structure and Form



Interconnection Dispute Resolution Procedures - Version 1.0, Issued 31st December 2005

- 4.5.1. Subject to any contrary instruction from the TRA, the format and structure for submitting a request for the TRA to resolve a Dispute is set out in Annex 1.
- 4.5.2. The Direct Filing shall be submitted to the TRA both electronically and in four paper copies, including annexes or attachments, of the full text and the Redacted text. It shall include at minimum the following elements:
- (a) The specific Requests requested of the TRA, each to be supported by evidence contained within the Filing or its Annexes,
 - (b) documentary evidence of the history of the negotiations, including dates of negotiating meetings and all minutes and other related correspondence supporting that the ninety (90) Days negotiating period was satisfied, and that adequate effort and Good Faith went into the negotiations,
 - (c) the matter(s) which were resolved and shall not be decided by the TRA,
 - (d) the matter(s) which were not resolved and are subject to Decisions by the TRA. If appropriate, the Filing shall include a copy of the relevant version of the interconnection agreement or any relevant Regulatory Framework documents or other instruments, clearly identifying the relevant clauses and the reasons supporting the Party's position in the Dispute,
 - (e) a detailed explanation of the unresolved matter(s),
 - (f) the position of the Party concerning the unresolved matter(s), including evidence to support its position,
 - (g) if an Interim Decision is requested by the Referring Party, such a request shall comply with the conditions set out under these Procedures,
 - (h) a statement by an Officer of the Referring Party attesting that the Referring Party has used its best efforts to resolve the Dispute in Good Faith, and
 - (i) any confidential or commercially sensitive information shall be clearly marked in the full version of the Filing and a separate



Interconnection Dispute Resolution Procedures - Version 1.0, Issued 31st December 2005

Redacted version shall be provided with that information blacked out. Parties shall also indicate why these sections are confidential or commercially sensitive and to be withheld from the other Party and, if appropriate, from the public domain. The TRA shall decide if the information qualifies to be considered confidential as set out under these Procedures.

5. Organization of the Dispute Resolution Procedures

5.1. Acknowledgement of the Direct Filing

The TRA aims to acknowledge receipt of all submissions made to it within five (5) Days of receipt. This acknowledgement will indicate that the TRA has received a Direct Filing but should not be interpreted as an acceptance of the Case by the TRA.

5.2. Acceptance of the Case

5.2.1. Within twenty (20) Days of receiving a Direct Filing, the TRA aims to make a decision if it will accept the Case either in whole or in part or in its presented form.

5.2.2. Once the Direct Filing is accepted by the TRA, in substance and form, the scope of the Dispute shall not be modified to increase or decrease the scope of the Filing, unless determined by the TRA.

5.3. Handling of the Case

5.3.1. The TRA shall review the Direct Filing and in so doing, may request additional information from the Referring Party. Requests for information shall be assigned a due date by the TRA.

5.3.2. Once the TRA is satisfied that the Direct Filing conforms to the conditions set out under these Procedures and decides that it accepts the Dispute for resolution, the TRA shall forward a Redacted copy of the Direct Filing to the other Party (the Respondent), and in so doing, may request a formal response from the Respondent, known as a Rebuttal Filing, including evidence to support the Respondent's position.

5.3.3. Rebuttal Filings shall be assigned a due date by the TRA.



Interconnection Dispute Resolution Procedures - Version 1.0, Issued 31st December 2005

- 5.3.4. Unless otherwise instructed by the TRA, the Respondent shall structure and present its Rebuttal Filing in a format that is consistent with the format used in the Direct Filing.
- 5.3.5. The TRA shall review the Rebuttal Filing and in so doing, may request additional information from the Respondent. Requests for information shall be assigned a due date by the TRA.
- 5.3.6. Following a detailed analysis of all submissions, the TRA may do all or any of the following: request more information from the Parties; require Surebuttals; determine that any issue, in part or in its entirety, may be withdrawn from the Dispute Procedures; or appoint outside experts to provide assistance to the TRA.
- 5.3.7. As a rule, the Respondent has the final round of Filings. However, this may be waived in cases such as extreme urgency in Interim Decisions or failure to respond to the Procedures by the Respondent.
- 5.3.8. Unless otherwise determined by the TRA, written submissions shall be the primary means by which the TRA receives arguments from the Parties.
- 5.3.9. Requests from either Party to respond later than the due date(s) assigned by the TRA must be submitted in writing and in advance of the relevant due date to the TRA by the Party. Decisions to extend due dates are made at the sole discretion of the TRA. In order to facilitate timely Decisions, requests to extend due dates shall not normally be granted, except under exceptional circumstances. Any information which is provided after the due date and without the granting of an extension by the TRA shall not be taken into consideration by the TRA.

5.4. Settlement Process

- 5.4.1. At the initiative of the TRA, the TRA may convene a settlement negotiation meeting between the Parties prior to a Decision being handed down.
- 5.4.2. The matters which are resolved as an outcome of the settlement process shall be set out in a binding Consent Decree by the TRA. In all cases, the agreed upon matters must be in compliance with the Regulatory Framework in effect at the time.



Interconnection Dispute Resolution Procedures - Version 1.0, Issued 31st December 2005

5.4.3. If any disputed issues remain unresolved after a settlement process between the Parties, the TRA shall endeavor to deliver its Decision as quickly as possible.

6. Decisions

6.1. Decision

6.1.1. The TRA shall send the outcome of the resolution of the Dispute in the form of a Decision to the Parties to the Dispute.

6.1.2. If it considers it to be appropriate, the TRA may also publish the Decision, having regard to business confidentiality.

6.2. Interim Decision

6.2.1. The TRA may make an Interim Decision and in so doing, consider less information and require fewer inputs from the Party or Parties than it would do in a lengthier process, pending the outcome of further investigation.

6.2.2. If an Interim Decision is requested by the Referring Party, it shall clearly identify and set forth the specific grounds supporting the request for interim relief pending the resolution of the full Dispute, including a statement and quantification of the potential harm that may result if interim relief is not provided.

6.2.3. As a standard to accept a request for an Interim Decision, all of the following points must be proven to the satisfaction of the TRA before an Interim Decision is considered:

- (a) The issue is urgent, and
- (b) the Referring Party is threatened with a disadvantage which would not be possible or feasible to redress if the situation or actions leading to this disadvantage were allowed to continue, and
- (c) the damage to the Referring Party is seen to be more serious in weight than the potential harm to the Respondent.

6.2.4. In deciding whether to issue an Interim Decision, the TRA may choose to consider any other relevant matters.



Interconnection Dispute Resolution Procedures - Version 1.0, Issued 31st December 2005

6.2.5. Unless otherwise stated by the TRA, the Interim Decision shall be effective throughout the full Dispute Resolution Procedures until one of the following events occurs:

- (a) A Decision is made and takes effect;
- (b) the Interim Decision is revoked by the TRA either on request by either of the Parties or at the TRA's discretion; or
- (c) the request for resolution of the Dispute is settled, withdrawn or terminated under the conditions set out under these Procedures.

6.2.6. The denial by the TRA to grant interim relief based on the request for an Interim Decision shall be without prejudice to the main request for the resolution of a Dispute filed by the Referring Party.

6.3. Petition for Reconsideration and Reviewed Decision

6.3.1. After a Decision is rendered by the TRA, either Party may submit a Petition for Reconsideration to the TRA within ten (10) Days after the date of the Decision.

6.3.2. The Petition for Reconsideration shall specify why the request is being made and the Filing Party shall ensure that such a Petition rests on facts and evidence that are sufficient to warrant such a procedure.

6.3.3. The decision to reconsider its Decision rests solely with the TRA.

6.3.4. Once it has accepted a Petition for Reconsideration and following its review of the Case, the TRA may either maintain its Decision or may issue a Reviewed Decision.

6.4. Effective Date of Decisions

For all decisions, including but not limited to procedural and administrative decisions pertaining to Disputes, Interim Decisions, Decisions and Reviewed Decisions:

- (a) In all cases, the decision(s) of the TRA has immediate effect and is binding,



Interconnection Dispute Resolution Procedures - Version 1.0, Issued 31st December 2005

- (b) decision(s) shall take effect on the day they are communicated in writing to the Parties, unless otherwise stated,
- (c) the provisions of a Decision may, if this is expressly stated in the Decision, and at the sole discretion of the TRA, apply Retrospectively, and
- (d) the issuance of an Interim Decision with or without a Retrospective effect does not exclude the possibility of a Retrospective effective date in the Decision.

6.5. Withdrawing a Filing before a Decision

- 6.5.1. Subject to the consent of the other Party and the TRA, the Referring Party may withdraw its Filing in whole or in part any time before the TRA makes a Decision.
- 6.5.2. A Notice of Withdrawal must be made in writing to the TRA and the Respondent and takes effect when it is accepted by the TRA. The TRA shall communicate its acceptance of the Withdrawal to both Parties.

6.6. Terminating a Case before a Decision

- 6.6.1. The TRA may terminate an Interconnection Dispute Resolution Case at any time without making a Decision, if it is satisfied that:
 - (a) The referral of the Dispute was vexatious;
 - (b) the subject matter of the Dispute is trivial, misconceived, lacking in substance or no longer relevant;
 - (c) the Referring Party has not engaged in negotiations in Good Faith;
or
 - (d) the matter is best resolved by means other than the Interconnection Dispute Resolution Procedures.
- 6.6.2. The TRA shall notify both Parties of its decision to terminate and give the grounds of its Termination.



Interconnection Dispute Resolution Procedures - Version 1.0, Issued 31st December 2005

7. Confidentiality

- 7.1. When submitting a Direct Filing to the TRA and in the ensuing Rebuttal and Surebuttal Filings by the Parties, any confidential or commercially sensitive information shall be clearly marked in the full version of the Filing and a separate Redacted version shall be provided with that information blacked out.
- 7.2. The Party shall substantiate why the TRA should designate each Redacted item as confidential or commercially sensitive, including the details of the nature and extent of the specific harm that would result if the document or part of the document marked as confidential or commercially sensitive were disclosed.
- 7.3. A Party wishing the public disclosure of a document or portions of a document which has been accepted as confidential or commercially sensitive by the TRA may file with the TRA:
 - 7.3.1. A request for such disclosure setting out the reasons justifying the need for such disclosure; and
 - 7.3.2. any material in support of the reasons for the disclosure.
- 7.4. The TRA shall decide if the information qualifies as confidential or commercially sensitive.

8. Party's Behavior during the Dispute Resolution Procedures

- 8.1. During the Dispute Resolution Procedures, all Parties shall:
 - 8.1.1. Act in a responsible manner that enables resolution of the Dispute within the shortest time possible; and
 - 8.1.2. provide upon request any additional information or documents as may be required by the TRA, ensuring that the information provided is accurate and complete and furnished in a timely manner.
- 8.2. During the dispute resolution proceedings, any communications to the TRA by the Parties, whether substantive, procedural, oral or written, on any matter which is at the time under referral to the TRA, shall be made solely in accordance with these Procedures. Any communication on any such matter



Interconnection Dispute Resolution Procedures - Version 1.0, Issued 31st December 2005

reaching the TRA other than in accordance with these Procedures shall be promptly disclosed by the TRA to the other Party concerned unless the TRA in its discretion determines that non-disclosure would not prejudice such other Party. Furthermore, such communication shall be ignored by the TRA when arriving at any Decision to be rendered by it on such referral.

- 8.3. Each Party shall continue to fulfill its lawful and regulatory obligations during the pendency of a Dispute or a Dispute Resolution Procedure.

9. Costs

- 9.1. Depending on the resources and the costs incurred by the TRA in connection with the Dispute submitted to the TRA, the TRA costs may be passed onto either or both Parties, at the TRA's discretion.
- 9.2. The TRA may apportion the TRA costs of the Procedures between the Parties if it determines that apportionment is reasonable taking into account the circumstances and outcome of the Case.

10. Language

At the discretion of the TRA, the language of the submissions of the Filings may be either English or Arabic.



Interconnection Dispute Resolution Procedures - Version 1.0, Issued 31st December 2005

ANNEX 1 – Format for Direct Filing Submission

I. Submission Requirements

A request for resolution of a Dispute shall be submitted to:

Telecommunications Regulatory Authority “TRA”
C/o Director General
P O Box 26662
Abu Dhabi, United Arab Emirates
Tel: +971 2 6212222 Fax +971 2 6212227
E-mail address to be provided upon request

The Direct Filing shall be submitted to the TRA both electronically and in four paper copies, including annexes or attachments, of the full text and the Redacted text.

Section II following sets out the minimum required format for the Direct Filing, with additional italic notes to describe what information shall be contained in the various sections of the Filing.



Interconnection Dispute Resolution Procedures - Version 1.0, Issued 31st December 2005

II. Presentation and Content of the Direct Filing

Request for a Dispute Resolution In the Matter of Interconnection

Between

<Name of Referring Party> of <Address of Referring Party>

Contact: <Name and Position of contact>

Tel: <contact's phone number>; Fax: <contact's fax number>; Email: <contact's email address>

And

<Name of Other Party> of <Address of Other Party>

Contact: <Name and Position of contact – if known>

Tel: <contact's phone number– if known >; Fax: <contact's fax number– if known>;

Email: <contact's email address– if known>

<Name of Referring Party> hereby requests the intervention of the TRA to resolve an interconnection dispute between the two above referenced Parties.

Requests

The Referring Party requests the TRA to issue measures whereby:

1. The TRA orders -----.
2. The TRA orders -----.
3. The TRA orders interim relief for request number two (2) above.
4. If the TRA does not order one or more of the above requests, then the TRA shall order whatever other measures it considers appropriate.

Table of Contents

<Insert comprehensive and numbered table of contents, including reference to Annexes. The Referring Party's Filing and the Annexes shall have a page number on each page and the table of contents shall reflect the pages at which each heading can be found.>



Interconnection Dispute Resolution Procedures - Version 1.0, Issued 31st December 2005

Section A – Summary of the Dispute

< A summary of the Dispute, usually not longer than two A4 pages >

Section B – Fulfillment of Conditions to File a Direct Filing

<This Section shall demonstrate that the Referring Party has fulfilled all the conditions set out in the Interconnection Dispute Resolution Procedures to request a Decision by the TRA. This notably relates to the requirements concerning the negotiation period, underpinned by a Negotiation Notification and any other relevant elements.>

Section C – Overview of the Dispute, Requests and Justification

C.1. History of Negotiations

<This Section shall include:

- 1. A description of any negotiations which have taken place between the Parties; or, in the event that a Party has refused to enter into negotiations, evidence to demonstrate the reasonable steps taken to engage the other Party in productive negotiations.*
- 2. Details of the steps taken to resolve all of the issues which are in Dispute.*
- 3. An explanation of why an agreement could not be reached.*
- 4. Relevant documentary evidence of negotiations, covering the period of negotiation, including dates of negotiation meetings and all minutes, other related correspondence, notes of telephone calls and a chronological summary of the events.*
- 5. Details of any options or proposed solutions put forward by any Party during negotiations, including what, if anything, was accepted, what was rejected and why>*

C.2. Issues Agreed during Negotiation and Not in Dispute

<The Referring Party shall clearly set out which issues have been resolved during the negotiating process>



Interconnection Dispute Resolution Procedures - Version 1.0, Issued 31st December 2005

C.3. Detailed Overview of Issues in Dispute and Requested Requests

<This Section shall comprise a full statement of the scope of the Dispute and must consistent with the list of Requests requested from the TRA. It shall thus notably identify clearly the following for each issue in Dispute.>

C.3.1. Issue A : *<name describing the first issue in Dispute>*

(a) Description

< A detailed explanation of the unresolved matter>

(b) Position of Referring Party

< The Party's position concerning the unresolved matter(s), including evidence to support this position>

(c) Damage to Referring Party

<Detailed description of actual or potential damage in case the issue in Dispute is not solved. This shall, if appropriate, also include full details of the relevant products or services affected by the Dispute.

(d) Detailed Requests and Justification

<Details of the way in which the Referring Party wishes to have the Dispute resolved (i.e. the Requests imposed on the other Party), including an explanation as to why the TRA should reach this outcome, for example: full details, including an accurate technical description of a requested product or service; or the setting of a charge at a particular level including justification for this level. It may be prudent to include alternative petitions in case the TRA does not decide in favour of primary petitions>

<In the event the Referring Party is requesting Interim Decisions from the TRA, such Requests shall be stated as set out below and comply with the requirements of the Interconnection Dispute Resolution Procedures and Guidelines>.

<As many headings as there are Issues in Dispute shall be included, each time subdividing the heading as set out above>



Interconnection Dispute Resolution Procedures - Version 1.0, Issued 31st December 2005

C.4 Request for Interim Decisions

<In the event the Referring Party is requesting Interim Decisions from the TRA, such Requests shall clearly identify and set forth the specific grounds supporting the request for interim relief pending the resolution of the Dispute, including a statement of the potential harm that may result if interim relief is not provided. In addition to rationale and evidence to support the Request for an Interim Decision, the Referring Party must prove all of the following conditions:

- 1. That the issue is urgent, and*
- 2. That the Referring Party is threatened with a disadvantage which would be either not possible or feasible to redress if the situation or actions leading to this disadvantage were allowed to continue, and*
- 3. That the damage to the Referring Party is seen to be more serious in weight than the potential harm to the Respondent>*

Section D – Legal Basis of the Dispute

<This Section shall set out the legal grounds the Direct Filing rests on.

It shall include, possibly in the form of Annexes, if appropriate, a copy of the relevant version of the contract, Regulatory Framework or other instruments, clearly identifying the relevant clauses and the reasons supporting the Party's Position in the Dispute>

Section E—Justification for Request to Introduce a Redacted Version of the Filing

<This Section must indicate why a separate Redacted version was submitted, i.e. the Referring Party must justify why each of the noted elements of its submission are confidential or commercially sensitive and to be withheld from the other Party and the public domain, if applicable. The TRA will determine the appropriateness of treating each element as confidential. Blanket statements covering entire documents, for example, will not be accepted>



Interconnection Dispute Resolution Procedures - Version 1.0, Issued 31st December 2005

Section F – Declaration by an Officer of the Company

<Before making this submission to the TRA, a person within the company making the Filing who is so entrusted, shall sign the following statement:>

To the best of my knowledge and belief, [company name] has used its best efforts to resolve this Dispute through good faith negotiation. Furthermore, the information contained herein is, to the best of my knowledge and belief, complete and accurate.

Signed:

Position in the Company:

Date: