

(iv) the proposed length of term of the commercial agreement; and		in ECA Sections 21, 23(7) and 24, the Authority hereby determines that an SMP Operator shall at all times comply with the applicable provisions of Condition 11 of its ICOL.		of disagreement (if any exist) between the proposed amended and new A&I agreement(s) or RAIOs, and any comments or concerns submitted by ICOL holders regarding those agreement(s), along with a description of the company's response to those disagreements and the basis for that response;	
(v) estimated volumes of traffic over the proposed term.					
4.2.2	Determinations concerning the pricing of Wholesale products or services	4.3.2	Determination concerning the provisioning of Retail and Wholesale bundles		
45. Pursuant to RAA Section 62(1) and ECA Section 74(b)(ii), and in compliance with the principles and objectives set out in ECA Sections 21, 23(7) and 24, the Authority hereby determines that:		55. Pursuant to RAA Section 62(1) and ECA Section 74(b)(ii), and in compliance with the principles and objectives set out in ECA Sections 21, 23(7) and 24, the Authority hereby determines that:		(c) within 30 calendar days of the planned launch date submit to the Authority copies of the proposed amended and new A&I agreement(s) or RAIΟ provisions along with a concise description of any terms and conditions that may still be in dispute, the company's proposed resolution of same, and the basis for the proposed resolution sought by the company.	
4.2.2.1	Application of the Retail Minus Avoidable Cost remedy	56. With respect to any new bundled Retail service offerings, any SMP Operator upon which an obligation to provide services in a relevant Wholesale market has been imposed shall:		(d) cooperate with the Authority to resolve any material disputes prior to launch date; and	
46. The obligation to provide Wholesale Access products and services at Retail Minus Avoidable Cost has been imposed by the Authority on BTC and BCV in Market Nos. 10 through 13, 18 through 20, and 23 in Table 4, above;		(a) for any bundle containing an SMP Product, make the SMP Product contained in that bundle available on a standalone basis to both Retail and Wholesale customers, and:		(e) if necessary, delay the launch date until a date approved by the Authority, which shall be no earlier than the date on which an equivalent Wholesale service, offered pursuant to an approved A&I agreement or RAIΟ provisions, has been tested and made commercially available to any interested ICOL provider.	
(a) Wholesale products and services originating in these markets shall be priced at Retail Minus Avoidable Cost utilizing the Avoidable Cost percentage of 15%; <sup>11</sup> and		(i) the standalone SMP Product provided to Retail customers shall be equivalent in terms of service quality to its bundled counterpart and shall be provided according to terms and conditions that are just, reasonable, and Non-Discriminatory;		58. The Authority reserves the right to waive any of the referenced requirements or conditions upon request following the relevant procedures set out in the preceding paragraph if it determines that their application in a particular situation would be disproportionate, that the outcome will not harm competition and that a waiver is in the public interest.	
(b) any changes in the Retail prices of any Retail products or services associated with Market Nos. 10 through 13, 18 through 20, and 23 shall be immediately reflected in the Wholesale Retail Minus Avoidable Cost price of any equivalent Wholesale products or services.		(ii) the standalone SMP Product provided to Wholesale customers shall:		4.3.3 Determination concerning ring-fencing of information flows between an SMP Operator's Wholesale and Retail operations (applicable to all relevant Wholesale markets)	
47. The Authority determines that, where volume discounts or loyalty (term) discounts are available, the Retail Minus Avoidable Cost calculation shall apply to the discounted price as long as the Wholesale customer can satisfy the conditions of the discount. <sup>12</sup>		(1) be made available according to the terms and conditions established in the modified A&I process depicted at Section 5.1; and		59. Pursuant to RAA Section 62(1) and ECA Section 74(b)(ii), and in compliance with the principles and objectives set out in ECA Sections 21, 23(7) and 24, the Authority hereby determines that:	
48. The Authority determines that, with regard to the obligation to provide Line Rental and Local Calls ("WLRLC"), in Market Nos. 10 and 11:		(2) be made available no later than the date on which the new bundled Retail service of which it is a part is made available to Retail customers; and		(a) Any ICOL holder that has been found to have SMP in a relevant market, excluding BDC and Digicel (absent their provision of wholesale mobile services), and is subject to an obligation to provide Wholesale services in that market shall take appropriate steps to ensure that:	
(a) the application of this remedy to Market No. 10—the Wholesale market for the supply of fixed narrowband Access and local calls in the City of Hamilton and contiguous suburbs shall be limited to the provision of services into the Retail residential market only;		(b) for any bundle or sub-bundle composed solely of SMP Products, make available a corresponding Wholesale bundle that shall:		(i) any proprietary information it obtains from or about its Wholesale customers relating to the provision of regulated Wholesale services is kept confidential by personnel working within the function or functions responsible for the provision, supply, maintenance and repair of Wholesale services; and	
(b) the application of this remedy to Market No. 11—the Wholesale market for the supply of fixed narrowband Access and local calls outside of Southside and the		(i) be priced at the Retail price of the bundle minus the Avoidable Cost percentage of 15%; <sup>14</sup> and		(ii) such information is not shared with, made accessible to or otherwise disclosed to any individual who is involved in or responsible for the sale, marketing or supply of the SMP Operator's Retail services.	
<sup>11</sup> The discount in Market No. 23 may need to be re-evaluated if an Access Seeker directly pays a content provider(s) for any content obtained.		<sup>13</sup> This provision states that, until such time as the Authority makes a General Determination to the contrary, rates for Wholesale termination of domestic and international calls shall not increase.		60. Any violation of this rule (see also ICOL Condition 13.7) shall be notified to the Wholesale customer and to the Authority within one business day of the breach.	
<sup>12</sup> For example, if a Retail customer is required to sign a long-term contract to obtain the discount offered, then the Wholesale service should be available at the discounted Retail rate minus the Avoidable Costs if the Wholesale customer is willing to commit to the same long-term contract.		<sup>14</sup> Bundled offerings comprising SMP Products and non-SMP Products do not have to be made available on a Wholesale basis.		61. The SMP Operator's Chief Executive Officer and the executives responsible for any function involved in the supply of Wholesale services shall execute and file with the Authority a semi-annual declaration confirming that adequate physical, technical and/or organizational measures are in place and that reasonable training and notice have been provided to relevant Wholesale personnel concerning the steps regarding the treatment of Wholesale information described in paragraph 59(a), above.	
City of Hamilton and contiguous suburbs shall apply to the provision of services into the Retail residential and business markets; and		(ii) be made available no later than the date on which the new bundled Retail service is made available to Retail customers.		(a) This declaration shall be accompanied by a brief description of the measures taken by the SMP Operator to ensure that no Wholesale customer data is disclosed to any individual that is involved in the sale, marketing or supply of the SMP Operator's Retail services.	
(c) a separate Wholesale product and price shall be made available for each fixed narrowband Access line and local calling usage package provided to the Retail market by BTC.		(c) provide information demonstrating that the bundled service offering will not impose a Price Squeeze if requested to do so by the Authority. An Operator must provide this information within two business days of receiving a request to do so from the Authority. <sup>15</sup> The information provided must demonstrate that:		4.3.3.1 ICOL Compliance Trigger for obligation to ring-fence Wholesale customer data	
49. The Authority determines that, with regard to the obligation to provide Wholesale Leased Line Services, Market Nos. 18, 19 and 20:		(i) for any bundle comprised solely of SMP Products, the difference between the Retail and Wholesale price of the bundle is not less than the Retail price multiplied by the Avoidable Cost discount factor of 15%.		62. The ICOL Compliance Trigger for the obligation to ring-fence Wholesale customer data will be considered met for the purposes of ECA Section 73(5)(a) with respect to BTC, BCV and BLDC when:	
(a) a separate Wholesale product and price shall be made available for each leased line service offering provided by BTC in the Retail market.		(ii) for any bundle containing SMP and non-SMP Products in the bundle:		(a) the first declaration confirming that adequate physical, technical and/or organizational measures, signed by the company's Chief Executive Operator and the executives responsible for any function involved in the supply of Wholesale services, has been submitted to the Authority together with a description of the relevant measures taken; and	
50. The Authority determines that, with regard to the obligation to provide Wholesale Broadband Access Services, Market Nos. 12 and 13:		(1) the Retail price of the bundle is not less than the sum of the Wholesale prices of any SMP Products contained in the bundle;		(b) the Authority concludes that the measures taken are adequate to reasonably ensure that no Wholesale customer data is disclosed to any individual involved in the sale, marketing or supply of the SMP Operator's Retail services.	
(a) the application of this remedy to Market No. 12—the Wholesale market for the supply of fixed Broadband Access Services in the City of Hamilton and contiguous suburbs shall be limited to the provision of services into the Retail residential market only;		(2) the difference between the Retail price of the bundle and the sum of the Wholesale prices of any SMP Products contained in the bundle is such that it recovers the cost of providing the non-SMP Products contained in the bundle, as well as the associated Retail costs of the bundle;		5 DETERMINATION CONCERNING THE PROCESS FOR ESTABLISHING MODEL A&I AGREEMENTS AND RAIOS	
(b) the relevant Retail price upon which the Retail Minus Avoidable Cost price shall be established is the Retail price for Broadband Access Services alone, as opposed to the Retail price for the bundle of Broadband Access and ISP Services; and		a. the information provided shall be provided in an auditable format and contain an explanation of the methodology and assumptions utilized in developing the associated Retail costs of the bundle as well as the non-SMP Product related costs; and		63. Pursuant to RAA Section 62(1) and ECA Section 74(b)(ii), and in compliance with the principles and objectives set out in ECA Sections 21, 23(7) and 24, the Authority hereby determines that:	
(c) a separate Wholesale product and price shall be made available for each Broadband Access Service speed offering provided to the Retail market by an SMP Operator.		(d) not Tie an SMP Product to a product outside the SMP market.		(a) the <i>Ex Ante</i> Remedies provided in Section 5.1, below, shall be imposed upon those SMP Operators upon which the Authority has imposed an obligation to provide Wholesale Access services as determined in Section 4.2.1, above.	
4.2.2.2	The Wholesale pricing remedy applicable to Market No. 21—The market for the Wholesale supply of Access to facilities used to construct fixed local access networks	4.3.2.1	Determination concerning the provisioning of new services	5.1 Determination concerning the process for establishing Model A&I Agreements and RAIOs <sup>17</sup>	
51. For this market, the Authority has determined that prices for Wholesale Access services to the facilities used to construct fixed local access networks controlled by BLDC, BELCO, BCV, and BTC shall be established as follows:		57. An SMP Operator, excluding BDC and Digicel (absent the provision of a wholesale mobile service), with SMP in Markets 10 through 13 and 18 through 20 may not market or commercially launch a New Retail Service unless and until, in the opinion of the Authority, a fit for purpose equivalent Wholesale service has been fully tested and is commercially available to Access Seekers throughout Bermuda, in any case in which said Wholesale service falls within a relevant Wholesale market in which the Operator has been found to have SMP and upon which Wholesale Access obligations have been imposed. Before the proposed New Retail Service may be marketed or sold, the SMP Operator shall:		64. Pursuant to RAA Section 62(1) and ECA Section 74(b)(ii), and in compliance with the principles and objectives set out in ECA Sections 21, 23(7) and 24, the Authority hereby determines that:	
(a) for pole Access prices shall be capped at the current rate charged to each customer, with the ability for Access Seekers to petition and request a rate investigation;		(a) no less than 60 calendar days prior to the planned launch date of the Retail services provide to all ICOL holders a detailed description of the proposed terms and conditions of the A&I agreement or relevant RAIΟ provisions <sup>16</sup> that would govern the Wholesale service to be provided, by publishing notice of same and making the details available on its website;		5.1.1 The model A&I approval process	
(b) for duct Access prices shall be capped at the current rates charged to each customer, unless it can be established to the Authority's satisfaction through a cost study that this does not reflect cost; and		(i) ICOL holders will have 10 calendar days within which to respond to the proposed terms and conditions of the A&I agreement or relevant RAIΟ provisions, starting from the date on which those are published;		65. Within 10 calendar days of the effective date of this General Determination, each SMP Operator having SMP in Market Nos. 10 through 13, 18 through 20, and 23 (as per Paragraph 43, above) shall publish on its website a model A&I Agreement for each relevant Wholesale service that:	
(c) for Access to other Access services supplied the price ceiling shall be capped at the current rate charged to each customer.		(b) within seven calendar days of the receipt of any comments concerning the proposed terms and conditions of the A&I agreement or RAIΟ provisions make available to interested ICOL holders copies of:		(a) describes in reasonable detail the specific services to be provided, including where relevant the speed, quality of service, and relevant technical characteristics, which shall be fit for the purpose of enabling the provision of the relevant Retail services downstream by Access Seekers upon reasonable request;	
52. Parties on whom these obligations have been imposed (BLDC, BELCO, BCV, and BTC) shall;		(i) any proposed amendments to any existing and approved A&I agreement(s) or RAIΟ provisions which may be required to accommodate the new Wholesale service to be developed;		(b) includes appropriate service level guarantees and escalation procedures supported by penalties that will be paid to the aggrieved party for failure to meet the established guarantees.	
(a) file annual reports with the Authority demonstrating that the terms of the price caps imposed at the preceding paragraph 51 have been complied with; and		(ii) a new A&I agreement or RAIΟ provisions incorporating the Wholesale service to be provided and that is substantially similar in form and substance to the SMP Operator's approved model A&I agreement(s) or RAIΟ developed in accordance with the procedures established at Section 5.1.1 or in the RAIΟ process; and		(i) The penalties shall be proportionate but effective, taking into account both compensatory and deterrence factors in order to minimise the potential for "efficient breach".	
(b) within 30 calendar days of the effective date of this General Determination file with the Authority copies of all existing price sheets for services provided to current customers.		(iii) a document that describes, concisely, any points			
4.2.3	Determination concerning call termination on fixed and mobile networks				
53. Pursuant to RAA Section 62(1) and ECA Section 74(b)(ii), and in compliance with the principles and objectives set out in ECA Sections 21, 23(7) and 24, the Authority hereby determines that:					
(a) in accordance with ICOL Transitional Condition A2.3(a), parties are required to not increase the rates for Wholesale termination of domestic and international calls on their Electronic Communications Networks. <sup>13</sup>					
4.3	Determinations on miscellaneous items				
4.3.1	Determination concerning the provisions of Condition 11 of the Integrated Communications Operating Licence				
54. Pursuant to RAA Section 62(1) and ECA Section 74(b)(ii), and in compliance with the principles and objectives set out					