



**MASS RAPID TRANSIT CORPORATION SDN BHD**  
**(Company No: 902884-V)**

**REFERENCE ACCESS OFFER**

Rev 05, June 2025

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## 1 INTRODUCTION

This Reference Access Offer ("RAO") is made by **MASS RAPID TRANSIT CORPORATION SDN BHD ("MRT Corp") (902884-V)**, a company incorporated in Malaysia having its registered address at Tingkat 7, Bangunan Setia 1, 15, Lorong Dungun, Bukit Damansara, 50490 Kuala Lumpur.

### 1.1 Purpose of the Reference Access Offer

1.1.1 This RAO is issued pursuant to the Malaysian Communications and Multimedia Commission ("**MCMC**")

- a) Determination on Access List, Determination No. 6 of 2021 ("**Access List Determination**")
- b) Determination on Mandatory Standard on Access, Determination No. 1 of 2022 ("**MSA Determination**")

### 1.2 Scope

1.2.2 MRT Corp is a licensed Network Facilities Provider ("NFP") Individual licence pursuant to Section 30(2) of Communications and Multimedia Act 1998 ("CMA 1998"). Pursuant to this license, MRT Corp may offer network facilities within the territory of Malaysia.

1.2.3 This RAO serves only as a reference guide for Access Seeker(s) in accessing network facilities provided by MRT Corp. It shall not be deemed as an offer to enter any legally binding contract. An Access Seeker must enter into a written agreement with MRT Corp if they wish to obtain any of the listed facilities.

1.2.4 Pursuant to subsection 5.3.3 of MSA Determination, MRT Corp is obliged to prepare and maintain a RAO in relation to network facilities on the Access List Determination which MRT Corp provides to itself or third parties.

#### 1.2.5 Availability of this RAO

- a) on written request, at MRT Corp's principal place of business at the address stated in Section 1.2.6 below; and
- b) on a publicly accessible website at [www.mymrt.com.my](http://www.mymrt.com.my)

#### 1.2.6 Issuance of Notices

Any notices or communications in respect of MRT Corp's RAO should be made in writing to:

Attention	:	Chief of Commercial
Address	:	Mass Rapid Transit Corporation Sdn Bhd Level 5, Menara I & P 1, No. 46, Jalan Dungun, Bukit Damansara, 50490 Kuala Lumpur, Malaysia.
Tel. No	:	+603 2095 3030
Fax No	:	+603 2095 2121

- 1.2.7 This MRT Corp RAO may change from time to time.
- 1.2.8 Amendments to this RAO is a right vested in MRT Corp where any amendments will be executed in accordance to the following manner;
- a) The amended and/or updated RAO shall be provided to the Commission first and then shall be made available pursuant to Section 1.2.5 above;
  - b) Within thirty (30) business days from the date of amendment(s), a copy of the amended RAO will be provided to all Access Seeker(s) who is currently accessing MRT's Facilities; and
  - c) Within ninety (90) days from the date of amendment(s), a copy of the amended RAO will be provided to all Access Seeker(s) who has requested for the RAO to be provided (does not apply to Access Seeker(s) who does not wish to proceed with the Access Request).
- 1.2.9 MRT Corp will provide the following information that is offered by MRT Corp but is not included in the RAO, within ten (10) business days upon receiving such written request (subject to Confidentiality Agreement ):
- a) Any supplementary details of a Facility;
  - b) Any supplementary access charges for access to Facilities;
  - c) All supplementary technical information relating to the Facilities; and
  - d) Other relevant details pursuant to Subsection 5.3.7 of the MSA, limited to information necessary for the execution of the Access Request.
- 1.3 Determination on the Types of Network Facilities
- 1.3.1 With reference to Commission Determination on Access List, Determination No. 6 of 2021, the type of facilities covered by this RAO are;

Facilities	Type
Infrastructure Sharing – Commercial Mobile Telecommunications System (CMTS)	1) CMTS Room 2) Common Antenna System 3) Underground Tunnel Active Distributed Antenna System (DAS) (Leaky Cable)

## 2 INTERPRETATION

2.1 The following terms have these meanings in this MRT Corp's RAO unless the contrary intention appears:

**"Act"** means the Communications and Multimedia Act 1998 and includes all amendments thereto from time to time;

**"Access Agreement"** means an agreement or the "Facility Access Contract" (**"FAC"**):

- (a) entered into between MRT Corp and the Access Seeker pursuant to MRT Corp RAO; or
- (b) which is commercially negotiated between the Operators,

whereby MRT Corp provides the requested Facilities to the Access Seeker in accordance with the terms therein contained and lodged with the Commission in accordance with the amended Section 150 of the Act;

**"Access List"** or **"Access List Determination"** means the Commission Determination on Access List (Determination No.6 of 2021) which sets out a list of Facilities determined by the Commission;

**"Access Provider"** means:

- (a) network facilities provider who owns or provides Facilities listed in the Access List;
- (b) network service provider who provides Services listed in the Access List; or
- (c) who is a licensee as defined in the Act;

For clarification, in this RAO, the Access Provider is Mass Rapid Transit Corporation Sdn. Bhd. (**"MRT Corp"**)

**"Access Request"** means a request for access made by an Access Seeker under subsection 5.4.5 of the MSA Determination and containing the information contained in subsection 5.4.6 of the MSA Determination;

**"Access Seeker"** means an Operator who:

- (a) is a network facilities provider, network services provider, application service provider or content application service provider who is a licensee as defined in the Act; and
- (b) makes a written request for access to Facilities or is being provided with Facilities by the Access Provider.

**"Billing Dispute"** means the dispute of an Invoice prepared by a Party to the other Party which is made in good faith;

**"Billing Dispute Notice"** means the written notification made by a Party to the other Party in relation to a Billing Dispute;

**"Billing Period"** means, the regular periodic basis on which the Access Provider shall issue Invoices for the supply of access to Facilities and/or Services as set out in the Terms and Conditions for Regulated Facilities and/or Services below;

**"Billing Representative"** means a representative of the Party appointed in accordance with the billing procedures;

**"Billing System"** means a system to issue Invoices relating to Charges payable by each Party under this RAO;

**"Business Day"** means a day on which banks are open for general banking business in Kuala Lumpur and/or Selangor, other than Saturday or Sunday or a public holiday;

**"Charges"** means the Charges payable by the Access Seeker to the Access Provider for accessing Facilities provided by the Access Provider. The Charges shall be based on the charges stated in **Annexure B: Charges and Charging Principles**;

**"Commission"** means the Malaysian Communications and Multimedia Commission established under the Malaysian Communications and Multimedia Commission Act 1998;

**"Common Antenna System"** means a system of Facilities comprising antennas and cabling to the antennas inside a building, which is owned or operated by an Operator including one or more Mobile Network Operators, in association with in-building coverage;

**"Confidentiality Agreement"** means a confidential agreement executed between Operators;

**"Creditworthiness Information"** means the information required by the Access Provider to assess the creditworthiness of the Access Seeker;

**"Customer"** a person having a contractual relationship with the Access Seeker for the provision of Communications Service;

**"Determination"** means any lawful determination made by the Commission and/or Minister, pursuant to the Act;

**"Direction"** means any lawful direction made by the Commission and/or Minister, pursuant to the Act;

**"Due Date"** means, in respect of an Invoice, thirty (30) days from the date of receipt of an Invoice;

**"Emergency"** means circumstances where urgent action is necessary to protect any one or more people, property or the environment from, or mitigate against, injury, loss or damage in circumstances where such injury, loss or damage is occurring or is imminent;

**"Equipment"** means any equipment (whether hardware or software), or device which is part of or within the Network;

**"Facilities"** means the means network facilities and/or other facilities that are listed in the Access List;

**"Force Majeure"** means an event or circumstance beyond the reasonable control of a Party which affects the Party's ability to perform its obligations under this RAO including but not limited to natural disasters, change in governmental or any authority policy and premature termination of any rights provided to the Access Provider;

**"Forecast"** means a forecast made by the Access Seeker referred to in subsection 5.6 (Forecasting Obligations) of the MSA Determination;

**"Infrastructure Sharing"** is a facility which comprises:

- (a) the provision of physical access, which refers to the provision of space (including rooftop space) at specified network facilities to enable an Access Seeker to install, operate and maintain its own equipment; or
- (b) provision of access to an in building common antenna system and physical access to central equipment room and is **further described pursuant to Condition 12 – Terms of MRT Corp's Infrastructure Sharing** of this RAO;

For the avoidance of doubt, these may also include the common shared space for all telecommunications parties to install their equipment and to interconnect with the Access Provider's distributed antenna system;

Physical access includes power, environmental services (such as heat, light, ventilation and air-conditioning) security, site maintenance and access for the personnel of the Access Seeker;

**"Interconnect Steering Group" or "ISG"** means the inter-party relations group established by the Parties in accordance with **Section 4 of Annexure A of the MSA Determination**;

**"Intellectual Property"** means all rights conferred under statute, common law and equity and any intellectual and industrial property rights throughout the world, whether subsisting now or in the future, including rights of any kind in relation to registered and unregistered trademarks and service marks including goodwill in the business concerned in the relevant goods and/or services, trade, business or company names, logos and get up, inventions, discoveries and novel designs, whether or not registered or registerable as patents, innovation patents or designs, technology, processes, methods or techniques; designs, literary works, dramatic works, musical works, artistic works, cinematograph films, television broadcasts, sound broadcasts, published editions of works, databases and any other subject matter in which copyright subsists; circuit layouts, internet domain names, confidential information, know-how and trade secrets and all rights and interests in them,

whether created or in existence before or after the date of this RAO and includes anything, whether tangible or intangible, which incorporates, embodies or is based on any of the things referred to in this definition;

**“Invoice”** means the invoice for amounts due in respect of the supply of Facilities during a Billing Period;

**“Licence”** means an individual or class licence granted by the Minister pursuant to the Act for Communications Services;

**“Minister”** means the Minister administering the Act, i.e. the Malaysian Minister of Communications;

**“MRT”** means Mass Rapid Transit;

**“Operator”** means:

- (a) a network facilities provider;
- (b) a network service provider;
- (c) an applicable service provider; or
- (d) a content applications service provider,

who is, an Access Provider or an Access Seeker;

**“Order”** means the Order which an Access Seeker must give to an Access Provider to obtain access to Facilities and/or Services;

**“Point of Interconnection”** or **“POI”** means any technically feasible point which demarcates the Network of the Access Provider and the Network of the Access Seeker (collectively referred to as the **“interconnecting networks”**) and is a point which demarcates the interconnecting networks;

**“Point of Presence”** or **“POP”** means a point at which an Access Seeker has established itself for the purposes of obtaining access to the Facilities;

**“RAO”** means this reference access offer including any modification, amendment or addition thereto as may be agreed in writing between the Parties from time to time;

**“Rapid Rail”** means Rapid Rail Sdn Bhd, is the operator of the MRT Kajang Line and MRT Putrajaya Line;

**“Regulatory Event”** means:

- (a) the declaration, modification, variation or revocation of the MSA Determination;
- (b) the giving of a lawful direction to MRT Corp by the Commission relating to MRT Corp’s RAO; or



- (c) the giving of a lawful direction to MRT Corp by the Minister relating to MRT Corp RAO.

“RM” means Ringgit Malaysia which shall be the monetary currency used in this RAO unless otherwise provided;

### **3 ACCESS REQUEST PROCEDURES**

- 3.1 All request to access MRT Corp’s Network Facilities must be made in writing, stipulating all the terms and conditions pertaining to the access of Network Facilities.
- 3.2 Such terms and conditions stipulated by an Access Seeker(s) must be reasonable. Failing which, MRT Corp has the right to refuse any access request and shall not entertain any request that it deems to be discriminatory.
- 3.3 All access request made must give recognition to customer relationship principles.

### **4 DISCLOSURE OBLIGATIONS**

- 4.1 MRT Corp has the right to request any information from Access Seeker(s) for the purposes of accommodating the negotiation, implementation, and conclusion of an access agreement, which such disclosure must be bona fide.’
- 4.2 Every Access Seeker(s) is subject to MRT Corp’s Confidentiality Agreement.
- 4.3 Access Seeker(s) must protect all information from disclosure during negotiation and during the term of the Access Agreement, which parties are subject to Confidentiality Agreement.
- 4.4 Security Requirements
- a) MRT Corp shall not impose any security requirements on an Access Seeker unless the MRT Corp determines, acting reasonably, that the Access Seeker presents a credit risk and that imposing the security requirement will materially reduce or remove that risk.
  - b) MRT Corp shall ensure that the amount and type of any security requirements to be imposed on an Access Seeker is only imposed in MRT Corp’s security policy and is commensurate with:
    - i) a commercially reasonable estimate of the charges that will be incurred by the Access Seeker over:
      - for Facilities with a minimum period of access, a maximum of six months for those Facilities; and
      - for Facilities without a minimum period of access, a single Billing Period for those Facilities,in an Access Agreement;
    - ii) the creditworthiness of the Access Seeker (including prior record of payment by the Access Seeker); and

iii) security previously reasonably required by the MRT Corp.

- c) MRT Corp will not impose a security requirement on an Access Seeker which:
- (i) exceeds a commercially reasonable estimate of the charges that will be incurred by the Access Seeker over the minimum period of access to Facilities and/or Services to be provided by the MRT Corp to the Access Seeker; or
  - (ii) is designed to, or has the effect of, denying or delaying the Access Seeker's access to Facilities and/or Services.

#### 4.5 Insurance Requirements

Every Access Seeker(s) must have in place an insurance policy that covers beyond necessary, but not limited to, the following;

- i) Worker's compensation, social security, employer's liability insurance (within statutory limit of the laws of Malaysia) for employees employed for the performance of work covered by the Access Agreement that may be entered into; and
- ii) General Liability Insurance in excess of Ringgit Malaysia twenty million (RM20,000,000) for claims of accident or occurrence in connection to the Access Agreement that may be entered into.
- iii) Access Seeker to specifically list MRT Corp's name as the beneficiary.

#### 4.6 Credit-worthiness

Access Seeker(s) is subject to provide credit-worthiness information to MRT Corp, which includes the following but not limited to;

- a) a letter, signed by the authorized representative of the Access Seeker, stating that the Access Seeker is not insolvent and is not under any external administration or under similar form of administration under any laws applicable to it in any jurisdiction;
- b) a copy of the Access Seeker's most recently published audited balance sheet and audited profit and loss statement; and
- c) such other information as may be reasonably requested by MRT Corp provided that such information is publicly available.

#### 4.7 Intellectual Property rights

- a) All Intellectual Property and information obtained shall only be used for the purposes of executing the Access Agreement.

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## **5 NEGOTIATION OBLIGATIONS**

- 5.1 All negotiations pertaining to Access Agreement must be concluded within one-hundred-and-twenty (120) days from the date of the written request to the Commission to commence negotiations.
- 5.2 Should the period of one-hundred-and-twenty (120) days be exhausted, parties may apply to the Commission for time extension.
- 5.3 Negotiations must be conducted in good faith and commercially reasonable manner by both Parties, in negotiating and implementing the terms of its Access Agreements including:
- a) acting promptly, honestly, and not perversely, capriciously, or irrationally;
  - b) avoiding the imposition of unreasonable restrictions or limitations on the provision of access to Facilities and/or Services (such as refusing to provide particular forms of access that the MRT Corp provides to itself); and
  - c) avoiding unnecessary disputes and resolving disputes promptly and fairly.
- 5.4 An Operator must protect from disclosure any Confidential Information provided by another Operator in the course of negotiating an Access Agreement and during the term of an Access Agreement in accordance with a confidentiality agreement prepared under subsection 5.3.8 of the MSA Determination.
- 5.5 An Operator shall only use such Intellectual Property and information provided by another Operator for the purposes of providing or acquiring access to requested Facilities and/or Services. 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 own divisions, subsidiaries, partners or other entities in which it has a direct or indirect equity, contractual or other interest, or third parties.
- 5.6 MRT Corp may request for an Access Seeker(s) to provide an Access Request in the following circumstances;
- a) There is no Agreement in place between MRT Corp and the Access Seeker(s);
  - b) The current term of an Agreement will expire within the next four (4) months; and
  - c) Requested network facilities falls outside the current Agreement.
- 5.7 An Access Request must contain, but not limited to, the following;
- a) Name and Contact details of the Access Seeker;
  - b) Facilities or Services that access is sought;
  - c) Information as to whether the Access Seeker is accepting the terms of the RAO or to negotiate for an Access Agreement;
  - d) Access Seeker request of information for negotiation purposes;
  - e) Forecasts capacity required and forecast procedures adopted by the Access Seeker(s);
  - f) Access Seeker(s) interface standards technical information;
  - g) Access Seeker(s) network and functionality of its services, which are relevant for the access of MRT Corp's Network Facilities;

- h) Credit-worthiness information as stipulated by MRT Corp;
  - i) Security requirement information as stipulated by MRT Corp;
  - j) Insurance requirement information as stipulated by MRT Corp; and
  - k) All other information that MRT Corp may request from time to time.
- 5.8 Upon receipt of a written Access Request from an Access Seeker(s), MRT Corp shall respond acknowledging the Access Request in writing within ten (10) business days.
- 5.9 In the event an Access Seeker(s) responded that the access will be in accordance to the RAO, MRT Corp shall respond within ten (10) business days of such respond with the RAO executed by MRT Corp to the Access Seeker(s). Should MRT Corp consider to negotiate with an Access Seeker(s), a date and time will be set for the initial meeting within fifteen (15) days from the date of the Access Seeker(s) response and in accordance to subsection 5.4.9 of the MSA Determination.
- 5.10 If MRT Corp and Access Seekers are unable to resolve any differences on access refusal, either party may request resolution according to subsection 5.4.12 (Dispute Resolution) of the MSA Determination.
- 5.11 Prior to the initial meeting for negotiations pursuant to subsection 5.4.11 (Initial meeting) of the MSA Determination, both MRT Corp and the Access Seeker(s) shall enter into Confidentiality Agreement. During this meeting, the representatives attended by both MRT Corp and Access Seeker(s) representatives should agree on a negotiation timetable, including key milestones and future meeting dates within the set timeframe. Representatives shall establish negotiation procedures including the person in charge to lead meetings, take minutes, manage unresolved issues through a defined escalation process, involve relevant experts, and handle the preparation and sharing of position papers. Additionally, both MRT Corp and the Access Seeker(s) representatives should review all information exchanged so far, identify any outstanding information, and determine if any technical investigations are needed and who will carry them out.
- 5.12 MRT Corp shall, at its' best endeavour, not refuse an Access Request on the grounds of technical infeasibility unless there are substantial technical or operational concerns preventing the fulfilment of the Access Request according to matters in subsection 5.4.17 (Technical infeasibility) of the MSA Determination, where each of the following matters shall be taken into account in determining whether access is technically feasible:
  - a) economic, accounting, billing, space or site concerns shall be disregarded by the MRT Corp except that space or site concerns may be considered in circumstances where there is no possibility of expanding the space available on the relevant site;
  - b) any requirement for the MRT Corp to modify its facilities or Equipment to meet the Access Request will not, on its own, mean that the access is not technically feasible;
  - c) MRT Corp shall provide evidence that provision of the requested Facilities and/or Services would result in a specific and significant adverse impact on network reliability if MRT Corp asserts that meeting the Access Request would have an adverse impact on network reliability; and

- d) MRT Corp shall demonstrate that it has considered and found not to be technically feasible (in accordance with this subsection) improvements that would allow the MRT Corp to meet the Access Request (in whole, or in part, and including for an interim period until any primary difficulties can be resolved).

5.13 However, MRT Corp may only refuse an Access Request on the ground that an Access Provider has insufficient capacity or space under paragraph 5.4.11(d) (Grounds for refusal) of the MSA Determination where the MRT Corp notifies the Commission in writing that it does not have sufficient capacity to meet the Access Request because the requisite capacity is:

- (a) already carrying traffic to full capacity or near full capacity; or
- (b) already reserved for future use by MRT Corp or another Access Seeker, where such future use shall commence not later than six (6) months from the date of the Access Request. If the reserved capacity is not subsequently used by the reserving party within seven (7) months from the date of the Access Request, MRT Corp will inform the Access Seeker and, if required by the Access Seeker, may re-consider the Access Request in accordance with the process set out in subsection 5.4 (Negotiation Obligations) of the MSA Determination; and
- (c) in the case of both paragraphs 5.4.18(a) and 5.4.18(b) of the MSA Determination, MRT Corp is unable to expand capacity to meet the requirements in the Access Seeker's Access Request.

If the MRT Corp considers that it has insufficient capacity or space under paragraph 5.4.11(d) (Grounds for refusal) of the MSA Determination to meet the requirements in an Access Request for 5G Services, MRT Corp may:

- (a) increase capacity on its 5G RAN or take such other measures that may be reasonably necessary to accept the Access Seeker's Access Request;
- (b) keep the Access Seeker notified and updated regarding such measures; and
- (c) notify the Commission as soon as practicable of such insufficient capacity or space, together with reasons and the anticipated length of any delay in satisfying the requirements of the Access Request.

5.14 In the event MRT Corp decides to refuse an Access Request, MRT Corp shall provide the basis of such refusal where the refusal will be communicated through a meeting set between MRT Corp and the affected Access Seeker(s) within seven (7) business days from the date of the Rejection Notice and in accordance to subsection 5.4.10 (Refusal response) and 5.4.11 (Grounds for refusal) of the MSA Determination. If MRT Corp refuse Access Seeker's request based on Condition 5.12 of this RAO, the following shall apply:

- a) MRT Corp will state refusal reasons;
- b) Explain its decision for the Access Seeker(s) to assess the refusal reasons; and
- c) Offer a meeting (within 7 business days) with authorized representatives to discuss the refusal. During the meeting, Access Seeker(s) may ask MRT Corp to provide explanation of the reasons for refusal and be responded accordingly by MRT Corp;

- i) If based on missing information, MRT Corp shall reconsider the request if the Access Seeker(s) provides extra information;
  - ii) If based on lack of capacity or space, MRT Corp shall inform when additional capacity or space is likely to be available;
  - iii) If based on concerns about payment, the MRT Corp shall identify the form of security requirement which would satisfy its concern that the Access Seeker(s) may fail to make timely payment for the requested Facilities, its reasons for the security requirement and considerations of such concern(s)
- 5.15 MRT Corp will notify the Commission within five (5) Business Days of Access Request Refusal with explanatory reasons (listed below) for refusal under subsection 5.4.11 (Grounds for refusal) of the MSA Determination;
  - a) MRT Corp does not currently supply, or provide access to, the relevant Facilities and/or Services to itself or to any third parties (in which case it shall identify any alternative facilities and/or services which it does provide to itself or to any third parties, which may be acceptable substitutes), except where the Access Seeker compensates the MRT Corp for the original supply of access to Facilities and/or Services to the Access Seeker;
  - b) the Access Seeker has not provided all of the information required to be provided in accordance with subsection 5.4.6 of this Standard;
  - c) it is not technically feasible to provide access to the Facilities and/or Services requested by the Access Seeker;
  - d) MRT Corp has insufficient capacity or space to provide the requested Facilities and/or Services;
  - e) MRT Corp has reasonable grounds to believe that the Access Seeker may fail to make timely payment for the requested Facilities and/or Services and such concern cannot be addressed through a security deposit or guarantee;
  - f) there are reasonable grounds to believe that the Access Seeker would fail, to a material extent, to comply with the terms and conditions applicable to the supply of the Facilities and/or Services; or
  - g) there are reasonable grounds for MRT Corp to refuse access in the national interest.
- 5.16 Fast-Track application and agreement are available provided such application/agreement fulfils the criteria as set out by MRT Corp.
- 5.17 The criteria for fast-track application and agreement, are, but not limited to, the following;
  - a) Security amount that does not exceed Ringgit Malaysia fifty thousand (RM50,000);
  - b) Agreement must be made in accordance to the RAO; and
  - c) MRT Corp shall, within ten (10) business days upon receiving a Fast-Track application, provide an executed RAO to the Access Seeker(s)
- 5.18 MRT Corp shall not do, or threaten to do anything that has the effect or likely effect any of the terms as specified in subsection 5.4.15 (Additional Matters) of the MSA Determination.



## **6 ORDERING AND PROVISIONING OBLIGATIONS**

- 6.1 MRT Corp shall designate a person whom will be the contact point for Facilities access Order to be delivered to, which MRT Corp shall notify the Access Seeker(s) in writing from time to time of any change to the designated persons.
- 6.2 MRT Corp may, but not limited to, request the following information from an Access Seeker(s) prior to the provision of access, in detail of;
- a) Type of Facilities;
  - b) A requested date and time for delivery and Location of the points of delivery;
  - c) Access Seeker(s) equipment to be used in connection with the Order; and
  - d) Such other information deemed necessary for the provisioning of access to Facilities.
- 6.3 MRT Corp shall treat Access Seeker(s) ordering information as confidential information and adopts non-discriminatory policy in handling of Orders.
- 6.4 Receipt of acknowledgment of the Order shall be produced by MRT Corp within two (2) business days from the date of the receipt of the order from the Access Seeker(s).
- 6.5 MRT Corp shall include, but not limited to, the following in the notice of receipt;
- a) Time and date of the receipt;
  - b) List of any additional information required from the Access Seeker(s);
  - c) Available Network Facilities capacity and timeframe for the order fulfilment; and
  - d) The position of the order in the Access Provider's queue.
- 6.6 A period of ten (10) business days shall be given to allow an Access Seeker(s) to provide the additional information pursuant to Condition 6.5(b).
- 6.7 MRT Corp shall use its reasonable efforts to accept and fulfil Orders from the Access Seeker for Facilities which comply with a Forecast accepted by the MRT Corp.
- 6.8 MRT Corp shall notify the Access Seeker that an Order is accepted or rejected within:
- a) the specified timeframe in the Service Specific Obligations for the purposes of this Condition 6.8; or
  - b) the timeframe within which it accepts or rejects equivalent Orders for itself,
- whichever is shorter.
- MRT Corp shall advise the Access Seeker of the grounds of rejection and whether the MRT Corp would be able to accept the Order in a modified form, if MRT Corp notifies the Access Seeker that an Order is rejected.
- 6.9 MRT Corp's notice of acceptance shall contain, but not limited to, the following;
- a) Delivery date, including indicative delivery timeframe (if applicable);
  - b) Date when civil works (if any) are intended to commence;
  - c) Charges for the fulfilment of order;

- d) Information pertaining to the access of Network Facilities; and
  - e) Validity period of not less than ninety (90) days from the date of acceptance
- 6.10 In relation to Condition 6.7(a), indicative delivery timeframe for Infrastructure Sharing (applicable to MRT Corp's facility offering) is:
- a) Ninety (90) Business Days for ground-based towers and new sites;
  - b) For Common Antenna Systems in High Priority Areas:
    - i) Forty (40) Business Days for existing Common Antenna Systems; and
    - ii) One hundred and twenty (120) Business Days for new Common Antenna Systems;
- 6.11 MRT Corp may extend the time in Condition 6.8 should it deemed necessary.
- 6.12 An Access Seeker(s) must confirm its agreement to proceed with the Order within the validity period stipulated in Condition 6.7(d) and MRT Corp shall issue notice of acceptance after receiving the confirmation in Condition 6.5.
- 6.13 The notice of acceptance in Condition 6.7 may include estimated charges and may be revised from time to time.
- 6.14 MRT Corp shall permit an Access Seeker to withdraw its Order without penalty, except that it may recover from the Access Seeker reasonable costs incurred by the MRT Corp in respect of the withdrawn Order (irrespective of whether the MRT Corp has accepted the Order or not) before the earlier of:
- a) one (1) Business Day before the MRT Corp commences civil works to provision the Order (where the civil works are required to provision the Facility within the delivery timeframe specified in the Notice of Acceptance), and any civil works to be conducted must be subject to the issuance of a notice in writing by the MRT Corp, which may be in the form of a Notice of Acceptance if civil works is to occur after the MRT Corp has accepted the Order.
- 6.15 MRT Corp shall provide estimation of charges in the order acceptance for the Access Seekers. If the estimated charges exceed, MRT Corp shall provide a written notice to clarify to the Access Seekers pursuant to subsection 5.7.16(a) and (b) (Estimated charges) of the MSA Determination;
- a) the written notice to the Access Seeker(s) prior to exceeding the estimate includes:
    - i) the estimate will likely be exceeded;
    - ii) an explanation of the reasons for exceeding the estimate; and
    - iii) a further estimate of the charges for the work necessary to fulfil the Order;
  - b) the Access Seeker may withdraw the Order without penalty within ten (10) Business Days of the notice given by MRT Corp if the revised estimate in that notice exceeds the original estimate by more than ten percent (10%);
  - c) if there is differential between the actual charge and the estimated and/or the revised charge, the Access Seeker(s) shall bear the difference where it is due to Access Seekers inaccurate information and scope of work changes. (Additional cost incurred related to addition of cost to initial forecast shall be borne by Access Seekers); and



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- d) work shall commence upon Access Seeker(s) confirmation and agreeable to the estimate or revised estimate within the timeframe set out in Condition 6.16 of this RAO.
- 6.16 Access Seeker(s) must provide confirmation as to the agreement to the charges in Condition 6.7(b) within fourteen (14) days from the date of MRT Corp's notice of acceptance in Condition 6.7.
- 6.17 MRT Corp has the right to reject an Order to access from an Access Seeker(s) and may only reject an Order in accordance to subsection 5.7.17 (Reasons for rejection) the MSA Determination, where applicable;
- a) the access to the Facilities and/or Services requested by the Access Seeker is not technically feasible to be provided;
  - b) insufficient capacity to meet the request;
  - c) request exceeds the agreed-upon forecasted level;
  - d) the request or modification duplicates an existing Order;
  - e) there are reasonable grounds to believe that the Access Seeker would fail to a material extent, to comply with the terms and conditions of the Access Agreement and such concern cannot be addressed to MRT Corp's satisfaction, acting reasonably (e.g. through the application of a security requirement);
  - f) there are reasonable concerns that the Access Seeker will fail to protect the network's integrity or the safety of individuals, and these concerns can't be addressed reasonably (e.g., with security or escorted access);
  - g) Additionally, in accordance to 5.7.18 (Notice of Rejection) of the MSA, MRT Corp shall issue notice of rejection, detailing;
    - i) set out the grounds on which MRT Corp rejects the order, at a sufficient level of detail to enable the Access Seeker to understand the basis of rejection and to undertake its own re-assessment of the order; and
    - ii) offer to meet the Access Seeker(s), and if the offer is accepted by the Access Seeker, to meet within five (5) Business Days of the notice of rejection of the Order to discuss the reasons for rejection and alternative methods of compliance.
- 6.18 Should an Access Seeker(s) accept Condition 6.15(b), the meeting has to be conducted within five (5) business days from the date of the notice of rejection in 6.15.
- 6.19 The MRT Corp shall deliver the Order for the Facilities by the delivery date or activation date (as applicable) or the extended delivery date (if any) as determined in accordance with Condition 6.19 of this RAO.
- 6.20 If the MRT Corp, in the normal course of business, is able to offer a delivery date earlier than the delivery date that would otherwise apply, it must advise the Access Seeker and, if requested by the Access Seeker, deliver access to the relevant Facilities at the earlier delivery date.
- 6.21 In the event, there is a delay in the delivery of an Order; and

- a) the delay is caused by either the MRT Corp or by a third party, that is not acting under the MRT Corp's direction or control:
    - i) the MRT Corp shall notify the Access Seeker of the delay to the delivery date, together with the reasons for the delay, as soon as practicable after the MRT Corp becomes aware of the possible delay;
    - ii) the MRT Corp shall permit the Access Seeker to cancel the Order without penalty if the delay is longer than the equivalent time period for delivery of the Facility and/or Service; and
    - iii) the delivery date shall be extended for a further period as reasonably necessary, and the MRT Corp shall promptly notify the Access Seeker of the revised delivery date; or
  - b) where the delay is caused by the Access Seeker:
    - i) the MRT Corp shall notify the Access Seeker of the delay to the delivery date as soon as practicable after the MRT Corp becomes aware of it;
    - ii) the MRT Corp and Access Seeker must work together to minimise the delay; and
    - iii) the delivery date shall be extended for a further period as reasonably necessary, and the MRT Corp shall promptly notify the Access Seeker of the revised delivery date.
- 6.22 MRT Corp shall allow an Access Seeker(s) to vary or cancel an order at any time. The cancellation or variation is subject to cancellation or variation penalty, payable to MRT Corp however in accordance with subsection 5.7.26 of MSA Determination.
- 6.23 Except where the MSA Determination provides that cancellation of an Order is to be at no penalty:
- a) the MRT Corp may impose a charge for the cancellation or variation of the Order; and
  - b) the charge which the Access Seeker is required to pay shall not exceed the lesser of the following amounts:
    - i) the sum of costs necessarily incurred by the MRT Corp which is directly attributable to the cancellation or variation; or
    - ii) an amount equal to the sum of charges that would have been payable by the Access Seeker in the six (6) months immediately following the cancellation or variation had the Order not been cancelled or varied,
- and reduced to the extent that those costs have been mitigated, or would have been mitigated had the MRT Corp used its best endeavours to do so.
- 6.24 MRT Corp:
- a) shall co-operate with the Access Seeker(s) in relation to the testing and provisioning of ordered Facilities and/or Services, including, but not limited to, by implementing a proof of concept if requested by the Access Seeker;
  - b) shall treat an Access Seeker's testing and provisioning on an equivalent basis to that which the MRT Corp treats testing and provisioning for itself; and
  - c) may require reasonable co-operation by the Access Seeker in respect of such activities.

6.25 MRT Corp:

- a) may charge the Access Seeker a one-off fee, to be determined by reference to the costs incurred by the MRT Corp, for allocation of manpower and other resources to enable the MRT Corp to test and fulfil an Order for new Facilities, provided that such one-off fee is reasonably justified by the MRT Corp, to the Access Seeker, as necessary for the MRT Corp to provide the requested Facilities;
- b) must specify the methodology and unit rates (including any potential or contingent unit rates) for calculating any fees for Resource charge(s), and in this RAO. MRT Corp may reasonably require that information under Resource charge(s) be subject to a confidentiality agreement in accordance with subsection 5.3.8 of the MSA Determination; and
- c) must specify the methodology and unit rates (including any potential or contingent unit rates) for calculating any fees under Condition (a) above that have not been included in its RAO.

For the above Condition 6.23 (a) and (b), MRT Corp requires that information and resource charge methodology to be subject to a confidentiality agreement in accordance with subsection 5.3.8 (Confidentiality Agreement) of the MSA Determination.

Resource charges will be informed to the Access Seekers individually for clarity to the Access Seekers upon signing the Confidentiality Agreement.

Subject to changes upon confirmation of order by Access Seeker(s), please refer to Annexure B: 7.5, for the breakdown of applicable charges.

6.26 MRT Corp shall establish and maintain orders for each Facility, which:

- a) shall be non-discriminatory;
- b) shall be applied to Orders of all Access Seekers and Orders for itself for the same or similar Facilities,
- c) shall treat the Orders of Access Seekers on an equivalent basis to that which the MRT Corp treats Orders for itself for the same or similar Facilities; and
- d) shall seek to maximise the efficiency of its ordering and provisioning process.

6.27 MRT Corp will communicate with the Access Seeker(s) to the acceptance of their queue for access to Network Facilities through the acknowledgment receipt of the order in accordance with subsection 5.7.30 of the MSA Determination.

6.28 If MRT Corp fails to meet the delivery date or any extended delivery date notified to the Access Seeker, except where such failure has been caused solely by either the Access Seeker's delay or a delay by a third party that is not acting under the MRT Corp's direction or control (for example, where a local authority or landowner delays providing necessary approvals for works to commence), MRT Corp shall, without limitation to any other rights the Access Seeker may have, provide a rebate to the affected Access Seeker.

6.29 The rebate in Condition 6.28 shall be for an amount equivalent to the recurring charges payable for access to the Facilities and/or Services for the period of the MRT Corp's delay,

and the methodology and unit rates for calculating such rebates shall be set out in the MRT Corp's RAO. If the MRT Corp alleges that a failure has been caused solely by the Access Seeker's delay or a delay by a third party not acting under the MRT Corp's direction or control, MRT Corp shall have the burden of demonstrating:

- a) that allegation; and
- b) that MRT Corp has done all things reasonably practicable to minimise or avoid such failure.

## **7 DECOMMISSIONING OBLIGATIONS**

- 7.1 MRT Corp has the right to decommission of Network Facilities. In the event of a decommissioning, MRT Corp shall must provide no less than six (6) months' notice in writing to all Access Seeker(s) prior to decommissioning of any Network Facilities.
- 7.2 Co-operation: An MRT Corp must co-operate and negotiate with all relevant Access Seekers in relation to the timetable for decommissioning of the Facilities.
- 7.3 MRT Corp may invite relevant Access Seeker(s) to facilitate the decommissioning Network Facilities. MRT Corp is open to alternative arrangements for Network Facilities with an Access Seeker(s) that is/are affected by decommissioning, for a period that is not less than three (3) years from the date of decommissioning.
- 7.4 Limited compensation may be provided by MRT Corp as a result of the decommissioning the Network Facilities, moving the Access Seeker's Equipment from the decommissioned Facilities to alternative Facilities offered in accordance to Decommissioned Facilities Compensation, subsection 5.9.5 (a) or re-arranging Equipment to connect to alternative Services offered in accordance to subsection 5.9.5 (b) of the MSA Determination, and is not applicable if such decommission was a result of force majeure.

## **8 INFRASTRUCTURE SHARING**

- 8.1 This Condition 8 applies where Infrastructure Sharing has been requested or is to be provided.
- 8.2 For the purposes of subsection 5.6.6 of this Standard, MRT Corp shall only request Forecasts where:
  - a) the maximum period of time covered by Forecasts regarding Infrastructure Sharing is one (1) year;
  - b) the minimum intervals or units of time to be used in Forecasts regarding Infrastructure Sharing is one (1) year; and
  - c) the maximum frequency to update or to make further Forecasts regarding Infrastructure Sharing is once a year.
- 8.3 MRT Corp permits nominated employees and/or contractors of a potential Access Seeker(s) to inspect MRT Corp's network facilities physically during date and time determined by MRT Corp, provided, but not limited to, that;

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- a) Notice of request to perform physical inspection including details of its nominees provided by the Access Seeker(s) in not less than five (5) business days from the date of inspection; and
    - b) The nominations made by an Access Seeker(s) in Condition 8.1(a) must take into account the number and position of each nominated person.
  - 8.4 MRT Corp may grant physical inspection in Condition 8.1 up to twenty-four (24) hours a day, seven (7) days a week in accordance with Railway Act 1991, any applicable laws and Rapid Rail Operational hours with Rapid Rail Work Permit of an allocated slot and time to safely enter the MRT Stations and Tunnels to perform works.
  - 8.5 The physical inspection in Condition 8.1 may be accompanied by escort as determined by MRT Corp from time to time.
  - 8.6 Access Seeker(s) is responsible in maintaining register of persons who visits MRT Corp's Network Facilities and/or property and must be made available for MRT Corp to inspect the register upon request.
  - 8.7 MRT Corp has the right to reserve space in its Network Facilities including but not limited to, the following purposes;
    - a) For MRT Corp's current and future needs; and
    - b) For Access Seeker(s) who are currently occupying or have ordered space in MRT Corp's Network Facilities.
  - 8.8 The rights to allocation of space in MRT Corp's Network Facilities rests solely on MRT Corp where MRT Corp practices non-discrimination in allocation of space.
  - 8.9 There shall be no minimum space requirements on Access Seeker(s).
  - 8.10 In the event of space constraints, MRT Corp may take steps to optimize the existing space, including, but not limited to, upgrading of Facilities and/or transfer of equipment to alternative location(s).
  - 8.11 Should a preparatory work become necessary for an Access Seeker(s) to obtain access or co-locate at MRT Corp's Network Facilities, Access Seeker(s) employees and/or contractor shall be permitted to conduct preparatory work, which all employees and/or contractor must satisfy the necessary qualifications.
  - 8.12 MRT Corp shall publish a non-discriminatory policy stipulating the required qualifications for the purposes stated in Condition 8.9.
  - 8.13 Should a preparatory work to be conducted by MRT Corp, it shall be done on the basis of an estimated charge, which;
    - a) In the event such charge exceeds the estimate, MRT Corp shall provide written notice to the Access Seeker(s) detailing the estimated exceed charge amount and a further estimate or revised estimate charge necessary to complete the preparatory work.

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- 8.14 Should the amount exceeded in Condition 8.11 more than 10% from the original estimate, the Access Seeker may withdraw the request for preparatory work without subject to any penalty from MRT Corp.
- 8.15 In the event that there is a delay in performing the preparatory work on the part of MRT Corp, the Access Seeker(s) shall be, but not limited to;
- a) Notified as to the delay including the reasons for the delay as soon as MRT Corp becomes aware of a potential delay;
  - b) Permitted to cancel the scheduled preparatory work without incurring any penalty should the delay extends to more than fourteen (14) days; and
  - c) Compensated for the cost(s) incurred due to the delay.
- 8.16 Condition 8.13(c) only applies provided the Access Seeker has exhausted reasonable resources to mitigate the cost from incurring.
- 8.17 MRT Corp shall ensure that all access and co-location at a particular location and/or Network Facilities permitted to an Access Seeker(s) to be supported with relevant utilities and necessary ancillary services including, but not limited to, the following;
- a) Road and Land access;
  - b) Power access including back-up power;
  - c) Environmental services including heat, light, ventilation and air-conditioning and fire protection;
  - d) Security; and
  - e) Site maintenance.
- 8.18 The provision in Condition 8.15 only applies to utilities and ancillary services that are within the control of MRT Corp.
- 8.19 MRT Corp does not permit the use of cages or similar structures by an Access Seeker(s) for the purposes of segregating the co-located equipment or equipment physically.
- 8.20 An Access Seeker(s), who has secured access with MRT Corp's Network Facilities, shall locate its equipment(s) on MRT Corp's Network Facilities for the purposes of provisioning Network Services, which includes multi-functional equipment.
- 8.21 It is required for all Access Seeker(s) and/or Operators to mark each of their respective equipment, which can be easily identified.
- 8.22 In the event of equipment maintenance, MRT Corp shall grant an Access Seeker(s), who has secured access, to access MRT Corp's Network Facilities in order to conduct maintenance to its equipment, which includes physical access.
- 8.23 Equipment maintenance in Condition 8.20 will be subject to MRT Corp's approval.
- 8.24 Should the current Network Facilities require further extension in order to meet the Access Seeker(s) network requirements, such Network Facilities may be extended at the Access



Seeker(s) cost but subject to MRT Corp's approval and the feasibility of the technical involved.

- 8.25 All costs incurred for the purposes of obtaining access and co-location including utility and ancillary cost, shall be apportioned in an equitable manner.
- 8.26 MRT Corp shall not impose a term that requires an Access Seeker(s) to acquire MRT Corp's Network Facilities as a condition of granting access to MRT Corp's Network Facilities.

## **9 BILLING AND SETTLEMENT OBLIGATIONS**

- 9.1 MRT Corp shall bill the Access Seeker(s) within thirty (30) days from the date of the billing cycle for the amount due on the provisioning of Network Facilities.
- i) General reference can be obtained in Annexure B: Charges and Charging Principles.
  - ii) The bill in Condition 9.1 shall be in the form of written invoice and/or electronic invoice.
  - iii) All financial transactions must be done in Ringgit Malaysia (RM) currency unless otherwise agreed.
  - iv) The billing period in Condition 9.1 shall be in a monthly billing cycle unless otherwise agreed.
  - v) All billing in Condition 9.1 must be itemized or in detail.
- 9.2 An Access Seeker(s) and/or operator must provide accurate information within its control to assist MRT Corp and/or other operators in providing accurate and timely billing.
- 9.3 MRT Corp may provide summary of billings for the supply of Network Facilities to the Access Seeker(s) on a monthly basis, upon the latter's request.
- 9.4 In the event of billing error, all parties including, but not limited to, MRT Corp, Access Seeker(s) and operators must notify the error to the party who made the error.
- 9.5 The party who is responsible for the billing error in Condition 9.4 must rectify the error in the next invoice and make necessary adjustments to correct that error within one (1) month of notification.
- 9.6 All billing made by MRT Corp to an Access Seeker(s) is payable within thirty (30) days from the date of the invoice.
- 9.7 MRT Corp accepts various mode of payments including, but not limited to, bank cheque and electronic fund transfer to MRT Corp's account according to details in the Invoice.
- 9.8 All billing invoices cannot be set off except where an Access Seeker(s) is in liquidation or at least three (3) invoices issued and have not been paid (exclude disputed amount), unless agreed otherwise.

**9.9 Billing Dispute**

- a) If there is dispute as to the amount in the invoice issued in Condition 9.1, an Access Seeker(s) may only withhold the disputed amount in good faith, provided;
- b) The Access Seeker(s) notify MRT Corp within fifteen (15) business days from the date of the disputed invoice receipt.
- c) MRT Corp provide the avenue for a billing invoice dispute, which;
  - i) In case of any other Facilities, the Access Seeker(s) must notify MRT Corp within thirty (30) business days from the receipt date of such invoice.
  - ii) All dispute notification provided to MRT Corp in Condition 9.9 (c) must, but not limited to, the reasons of invoice dispute, the amount in dispute, and the following details for the identification of the relevant invoice and charges in dispute including
    - i) such as the account number,
    - ii) invoice reference number,
    - iii) invoice date, invoice amount,
    - iv) billing verification information; and
- d) At all times during the period of disputes, all parties to the dispute must adhere to the Dispute Resolution Procedures applicable to billing disputes.

**9.10 Interest Charges**

- a) MRT Corp is entitled to charge interest on any amount outstanding from an Access Seeker(s) from time to time.
- b) The interest charge in Condition 9.10 (a) shall be calculated from the outstanding amount due date up until the date MRT Corp received the full payment of the outstanding amount.
- c) MRT Corp's interest calculation in Condition 9.10 (a) shall be at the rate of two percent (2%) per annum above the Malayan Banking Berhad base rate calculated daily from the due date until the date of payment.
- d) Outstanding amount that exceeded sixty (60) days from the date it is due shall be subject to interest rate of three percent (3%) per annum above the Malayan Banking Berhad base rate calculated daily from the due date until the date of payment.
- e) For clarification, MRT Corp shall not charge interest on an amount which is disputed by an Access Seeker(s) in good faith.

- 9.11** MRT Corp may include omitted or miscalculated charges in a later invoice or issue a dedicated invoice for charges that was not invoiced in earlier invoice(s). MRT Corp's applicability of Condition 9.11 must be substantiated and any inclusion, amendment and/or issuance is made within three (3) months from the end of the billing period.

**10 TERMS, SUSPENSION AND TERMINATION OBLIGATIONS**

- 10.1** MRT Corp shall, unless otherwise required by the Access Seeker, enter into Access Agreements with a term of minimum five (5) years from the date of execution of the Access Agreement.



- 10.2 If MRT Corp is unable to provide access as a result of force majeure, MRT Corp shall require an Access Seeker(s) to acquire access to individual Facilities and/or Services under an Access Agreement for a minimum period as follows;

Facilities	Minimum term
Network Facilities Access	Three (3) years

Upon expiry of the relevant minimum term, an Access Seeker can terminate the Access Agreement at any time without penalty for early termination, provided that the Access Seeker provides (3) months' notice to the MRT Corp.

- 10.3 MRT Corp may terminate an Access Agreement at any point of time by notifying the Access Seeker(s), but not limited to, the following;
- a) The Access Seeker(s) has materially breached the Agreement and the termination will take place in no less than one (1) month, should the Access Seeker(s) failed to remedy the situation by the end of that period;
  - b) That the Access Seeker(s) has become subject to a Winding-Up Order; and/or
  - c) Force Majeure has occurred for a period of more than three (3) months.
- 10.4 The Notice of Termination in Condition 10.3 copy shall be forwarded to the Commission at the same time the notice is served to the Access Seeker(s).
- 10.5 Where there is/are change in law, which would result in the current operation as to the Network Facilities and/or Services to be unlawful, MRT Corp and the Access Seeker(s) must initiate a meeting within five (5) business days from the date of discovering such change.
- 10.6 The meeting in Condition 10.5 shall review whether the access to Network Facilities may be provided by MRT Corp on different terms and conditions that is acceptable to the Access Seeker(s).
- 10.7 Provided that both parties could not come into agreement in Condition 10.6, MRT Corp may terminate the access provision to the relevant Network Facilities.
- 10.8 MRT Corp has the right to suspend access to its Network Facilities as a result, but not limited to of;
- a) The Access Seeker(s) Facilities materially and adversely affect the normal operation of MRT Corp's network and/or affect the safety of both human and MRT Corp's Network Facilities;
  - b) Access Seeker(s) Facilities and/or supply of Services poses imminent threat to life and/or property of MRT Corp, including all employees and contractors;
  - c) Access Seeker(s) Facilities cause material, physical and/or technical harm to MRT Corp's Facilities or any other person(s);
  - d) Access Seeker has failed to pay Invoices and has failed to rectify such non-compliance within thirty (30) days of receiving notice from the MRT Corp (and subject to any right

- that the Access Seeker has under subsection 5.11 (Billing and Settlement obligations) of the MSA Determination to dispute any amount in an Invoice);
- e) Access Seeker has failed to provide the new security amount as required under subsections 5.3.9 (Security requirements), 5.16.7 (Security review) and 5.16.8 (Additional security) of the MSA Determination;
  - f) Force Majeure applies; or
  - g) Access Seeker breaches of any laws, regulations, rules and standards by an Access Seeker(s) that have adverse effect on MRT Corp including the provision of Facilities and/or Services under the Access Agreement.
- 10.9 The suspension in Condition 10.8 is subject to MRT Corp giving notice to the Access Seeker(s) of at least five (5) business days in writing including the reason for suspension, prior to the suspension. MRT Corp shall forward to the Commission a copy of the notice of suspension at the same time as providing the notice of suspension to the Access Seeker.
- 10.10 All termination, suspension and variation to an Access Agreement must be informed to the Commission in writing by MRT Corp stating the proposed action and justifications for such action. MRT Corp shall only give effect to the proposed termination, suspension, or material variation with the Commission's written consent and subject to any time delay or conditions which the Commission may specify (if any). The Commission will endeavour to respond to the Access Provider's notice within ten (10) Business Days or such other period that the Commission considers is reasonable.
- 10.11 Subject to Condition 10.10, MRT Corp shall not terminate, suspends, and vary an Access Agreement without being specified by the Commission and shall take all steps practicable to minimise disruptions and inconvenience to the Customers of the Access Seeker, including providing the Access Seeker with a reasonable period to make alternative arrangements prior to the suspension or termination of the Access Agreement, or access to Facilities and/or Services provided under it.
- 10.12 In the event parties to an Access Agreement adopt terms and conditions specified in the undertaking, which has been registered with the Commission, parties must notify the Commission within five (5) business days from the date of the adoption.
- 10.13 With reference to Condition 10.12, the terms and conditions of the Access Agreement shall continue in force for the remainder of the Access Agreement term irrespective of whether the undertaking has been withdrawn or expires prior to the Access Agreement's expiry.
- 10.14 MRT Corp shall not recover any additional charges, costs or expenses as a result of termination or suspension of an Access Agreement, except for;
- a) Invoiced charges in arrears and has not been paid; or
  - b) Charges arising during minimum contractual period provided that:
    - i) such charges must be reduced to reflect any cost savings to the Access Provider from not having to supply the Facilities and/or Services to the extent that they have been terminated or suspended; and

- ii) MRT Corp must use reasonable endeavours to mitigate its costs of termination or suspension and maximise cost savings under 10.14(b)(i) above.
- 10.15 As a result of termination of the Access Agreement, MRT Corp shall refund all amounts paid in advance to the Access Seeker(s), up to the date of termination, which shall be calculated on a pro-rate basis.
- 10.16 Notwithstanding Condition 10.15, MRT Corp shall;
  - a) Refund any deposit paid within two (2) months of termination of the Access Agreement to the Access Seeker(s) provided all amounts payable to MRT Corp by the Access Seeker(s) have been paid; and
  - b) Unconditionally waive any rights under any guarantees provided by the Access Seeker(s) immediately upon termination of the Access Agreement except as to the amounts payable by the Access Seeker(s) at the date of termination.

## **11 LEGAL BOILERPLATE OBLIGATIONS**

- 11.1 All compensation between operators must be mutually acceptable, including bill-and-keep arrangements.
- 11.2 Each operator is responsible for appointing a representative to an Interconnect Steering Group, or other working groups as agreed upon, dedicated to manage the smooth and timely implementation of the terms and conditions of the Access Agreement.
- 11.3 MRT Corp shall specify all charges in an Access Agreement and shall not attempt to recover any other costs, expenses or charges which are not specified in the Access Agreement, except where such work is to be done based on time and materials basis in which case that MRT Corp shall perform the work in accordance with an agreed quotation with the Access Seeker(s).
- 11.4 Every licence by an operator(s) to other operator(s) under an Access Agreement shall be on a royalty-free basis, covers all Intellectual Property rights necessary for the ongoing operation of the Access Agreement and the inter-operability of the operator(s) networks, but subject to any other relevant third-party licences with license(s) terms must be consistent with the terms of the Access Agreement.
- 11.5 MRT Corp shall only vary the amount and type of any security requirements imposed on Access Seeker(s):
  - (a) a maximum of once in any twelve (12) month period;
  - (b) if there is a material increase in the credit risk to the Operator due to changes in either or both of the circumstances under subsection 5.3.9(b)(i) and 5.3.9(b)(ii) of the MSA Determination; and
  - (c) if the Operator determines, acting reasonably, that the variation will materially reduce or remove the increased credit risk.

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If amounts contained in Invoices are disputed in good faith, this will not constitute a material increase in the credit risk to the MRT Corp for the purposes of Condition 11.5(b) above.

- 11.6 The Access Agreement shall be specified that it shall be reviewed;
- a) If the Minister issues Determination or Direction related to the subject matter;
  - b) If the Commission issues Determination or Direction related to the subject matter;
  - c) If the CMA 1998 or the Standard is amended, which relates to the subject matter;
  - d) By agreement of each of the parties;
  - e) If the operator's licence condition(s) is/are amended or deleted or a new condition(s) imposed.
- 11.7 All operator(s) shall bear its own costs and expenses related to the preparation, negotiation and execution of an Access Agreement to which they are parties to it.
- 11.8 All Access Agreement shall be governed by the laws of Malaysia and all operators must comply with all applicable directions issued by Malaysian regulatory authorities.

## 12 TERMS OF MRT CORP'S INFRASTRUCTURE SHARING

- 12.1 This section sets out the terms and conditions which are applicable to Infrastructure Sharing – CMTS. Capitalized terms here but not defined herein will have the respective meanings to such terms in definition of the RAO.

### Definitions

<b>PY</b>	MRT Putrajaya Line
<b>CMTS</b>	Commercial Mobile Telecommunication System, which includes Equipment Space and Facilities, Active DAS System, Leaky Cables & Power System. The system in its entirety is for the purpose of providing mobile coverage within the PY underground section
<b>Network Operation Centre</b>	is one or more locations from which network monitoring and control, or network management, is exercised over a computer
<b>Equipment Space</b>	means the space allocated and dedicated for use by Access Seeker at the CTER for installation and connection of the Access Seeker Equipment to the DAS;
<b>CMTS Room</b>	Commercial Mobile Telecommunication System Room, where all Access Seekers equipment would be located
<b>Leaky Cable</b>	Communication system consists of a coaxial cable run along PY line tunnels which emits and receives radio waves, functioning as an extended antenna to provide coverage within the tunnel system
<b>Equipment</b>	Access Seeker Equipment placed within the Equipment Space perimeter for the purpose of providing mobile coverage within the PY underground section
<b>Standard 42U Rack</b>	600mm x 900mm x 2000mm Standard IT Equipment Rack

- 12.2 MRT Corp provides CMTS to enable the Access Seeker to provide mobile coverage within the underground section of PY which comprises the following sections of PY Line:
- Eight (8) underground stations
  - 2 x 13.5km of Northbound tunnel and 2 x 13.5km of Southbound tunnel
  - Short tunnel in Taman Universiti 2 x 500m of Northbound and 2 x 500m of Southbound
- 12.3 CMTS is built based on the specifications and requirements to support six mobile operators for 2G, 3G and 4G Mobile Networks utilizing Frequency Division Duplexing (FDD) and Time-division duplexing (TDD) Technologies.  
The CMTS Specifications comprises of the following components:

- a) BTS Equipment Room (BTS Hotel)
    - i) Which is the common shared space for all Access Seekers to install and operate their equipment and to interconnect with the MRT Corp Network
  - b) Active DAS System
    - i) Includes Antennas, Remote Units, Access Units, Interface, Leaky Cables, Coaxial Cables, Fiber Cables, Power System, Network Monitoring System ("NMS") and Point of Interface Points to Access Seeker Equipment
  - c) Designated Equipment Space
    - i) 60m2 floor space to accommodate six (6) mobile operators
    - ii) The space allocated and dedicated for use by Access Seeker at the CTER for installation and connection of the Access Seeker Equipment to the CMTS
- 12.4 MRT Corp shall acknowledge receipt of each Order for the Infrastructure Sharing Service within two (2) Business Days.
- 12.5 MRT Corp shall only request Forecasts where:
- (a) the maximum period covered by Forecasts regarding Infrastructure Sharing is one (1) year;
  - (b) the minimum intervals or units of time to be used in Forecasts regarding Infrastructure Sharing is one (1) year; and
  - (c) the maximum frequency to update or to make further Forecasts regarding Infrastructure Sharing is once a year.
- 12.6 MRT Corp must notify an Access Seeker that an Order for the Infrastructure Sharing Service is accepted or rejected within ten (10) Business Days after issuing the Notice of Receipt in respect of the Order.
- 12.7 The indicative delivery timeframe for the Infrastructure Sharing Service is:
- a) for ground-based towers and new sites, ninety (90) Business Days; and
  - b) for Common Antenna Systems in High Priority Areas
    - i) which are existing Common Antenna Systems, forty (40) Business Days; and
    - ii) which are new Common Antenna Systems, one hundred and twenty (120) Business Days;
  - c) for fixed telecommunications poles, ten (10) Business Days; and
  - d) for all other structures (including street furniture), forty (40) Business Days.
- For clarification, the indicative delivery timeframe in Condition 12.6 commences from the Notice of Acceptance or confirmation of the Order (as applicable) and/or approval from the relevant authorities. The MRT Corp shall provide progress updates of the site delivery to the Access Seeker.
- 12.8 For the purpose of billing between the Parties, the Billing Period for Infrastructure Sharing Service will be monthly in advance.
- 12.9 Where required to fulfil an Order for Infrastructure Sharing or for the Access Seeker to perform operations or maintenance activities, an MRT Corp shall allow an Access Seeker,

its nominated employees and/or contractors to physically access the MRT Corp's network facilities and the Access Seeker's Equipment, and to have physical control over the Access Seeker's Equipment located at such network facilities, at equivalent times and in accordance with Railway Act 1991, any applicable laws and Rapid Rail Operational hours with Rapid Rail Work Permit of an allocated slot and time to safely enter the MRT Stations and Tunnels to perform works.

- 12.10 All employees, contractors and authorized representatives which requires physical access into the Equipment Space shall be pre-registered and must undergo all necessary training and certification, of which the Access Seeker shall solely bear this cost in its entirety, before being allowed access into the Equipment Space.
- 12.11 In addition, the employees and/or contractors nominated by the Access Seeker under the must be reasonable, having regard to
- a) the position of each person and the number of persons nominated; and
  - b) the position of each of the MRT Corp's own personnel and the number of the MRT Corp's personnel to which the MRT Corp provides physically access to the Equipment Space.
- 12.12 The MRT Corp is only permitted to require an escort to be present when nominated employees and/or contractors of the Access Seeker wish to enter into the MRT Corp's property if the MRT Corp requires an escort for its own employees or contractors in the same circumstances. If the MRT Corp determines that it is necessary to have an escort present when the nominated employees and/or contractors of the Access Seeker wish to enter into the MRT Corp's property, the MRT Corp shall:
- a) bear the costs of such escort service;
  - b) subject to Condition 12.11(d) below, provide immediate physical access to the Access Seeker for emergency maintenance requests, twenty-four (24) hours a day, seven (7) days a week;
  - c) subject to Condition 12.11(d) below, provide physical access at the time requested by an Access Seeker for planned maintenance requests on the shorter of:
    - i) two (2) Business Days' notice for manned sites and five (5) Business Days' notice for unmanned sites; and
    - ii) the period of notice which it requires from itself when providing itself with physical access for planned maintenance;
  - d) for both planned and emergency maintenance requests at unmanned sites only, have its escort arrive within the shorter of:
    - i) Thirty (30) minutes of time required by the Access Seeker pursuant to Condition 12.11(b) or 12.11(c) above (as applicable) plus a reasonable window to allow for travel time (which must be estimated in an operations and maintenance manual given to the Access Seeker, or estimated at the time of responding to the Access Seeker's physical access request); and
    - ii) the period of time it requires for its escorts to arrive for planned and emergency maintenance at manned sites.
- 12.13 For the purposes of Condition 12.9 above, if an escort does not arrive at the MRT Corp's property within the timeframe specified in Condition 12.11, the Access Seeker's nominated



- employees and/or contractors may proceed to enter the MRT Corp's property without an escort.
- 12.14 The Access Seeker must establish and maintain a register of all persons who visit MRT Corp property, the purpose of visit, and all equipment installed, replaced or added into the site which must be made available for inspection by MRT Corp, upon request.
- 12.15 MRT Corp shall ensure that all necessary utilities and ancillary services are provided, where the relevant utilities and ancillary services are within the MRT Corp's control, to enable the Access Seeker to benefit from such access to the same extent that the MRT Corp provides to itself, including but not limited to:
- a) access to roads;
  - b) access to land;
  - c) power, including the provision of back-up power, subject to mutual agreement between the Access Seeker and the MRT Corp;
  - d) environmental services (including but not limited to heat, light, ventilation and air-conditioning, fire protection);
  - e) security, taking care to ensure that its agents, representatives or sub-contractors do not damage any Equipment, and keeping the location secure and protected from vandalism or theft; and
  - f) site maintenance.
- 12.16 The utility and ancillary costs in respect of the network facilities provided by the MRT Corp to the Access Seeker as contemplated in subsection 6.8.12 (Utilities and ancillary services) of the MSA Determination shall be apportioned (in accordance with fair and equitable principles) and mutually agreed between the MRT Corp and all Access Seekers at the relevant location.
- 12.17 The Access Seeker shall be responsible to apply for its own individual meter and power supply to the Equipment Space and shall be further responsible for and bear the cost of all electricity utilized by the Access Seeker at the Equipment Space.
- 12.18 If there no avenues for the Access Seeker to apply directly or Access Seeker's application to the relevant authority for an individual meter is not successful, the Access Seeker may, subject to MRT Corp's prior written approval, utilise the electricity supplied to MRT Corp at that premises provided that:
- a) MRT Corp is of the opinion that the electricity power load is sufficient to be shared with the Access Seeker and other access seekers within its Equipment Space; and
  - b) approval from any relevant authorities is obtained, including but not limited to Rapid Rail and the Agensi Pengangkutan Awam Darat ("APAD"); and; and
  - c) the Access Seeker reimburse MRT Corp for all electricity charges utilised by the Access Seeker at the Equipment Space, according to Charges in Annexure B: Charges and Charging Principle
- 12.19 Other applicable cost shall be reflected in Annexure B: Charges and Charging Principle.



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- 12.20 The MRT Corp shall use all reasonable endeavours to augment in-building Common Antenna Systems to the extent required to enable the MRT Corp to supply access to such in-building Common Antenna Systems on request by the Access Seeker.
- 12.21 As required under subsection 5.3.12(1) of the MSA Determination, the MRT Corp shall notify the Commission in writing of any specified network facilities (as that term is used in the description of the Infrastructure Sharing Service) that support, or have the capability to support, the installation of mobile network equipment along, or in close proximity to:
- a) a street;
  - b) a road;
  - c) a path;
  - d) a railway corridor;
  - e) a park; or
  - f) such other outdoor area that may be accessed by members of the public, including but not limited to billboards, public transit shelters, poles, traffic light poles, bridges, and road gantries.
- 12.22 The MRT Corp shall:
- a) ensure that it maintains in reasonable working condition all fixed telecommunications poles which comprise specified network facilities, subject to Condition (b) below;
  - b) on notice by an Access Seeker, or upon otherwise becoming aware, that any fixed telecommunications pole does not comply with Condition (a) above, perform within forty (40) Business Days such activities as required to rectify such non-compliance.

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12.23 Service Assurance Targets for Infrastructure Target:

Security	Service Definition	Fault Type (including but not limited)	Response Time	Progress Update Frequency	Temporary Restoration Time	Rectification Time	Incident Report (RCA) Issuance
Level 1	Hub Sites (a site with more than 5 child sites)	<ol style="list-style-type: none"> <li>1. Outage caused by fault of AC power supply system provided by Access Provider</li> <li>2. Outage caused by power issue at landlord /building</li> <li>3. Outage caused by CME Issues</li> <li>4. Outage due to flooding</li> </ol>	1 hour	Every 1 hour	4 hours	48 hours	48 hours
Level 2	EndSites (Site that is not a Hub Site)	<ol style="list-style-type: none"> <li>1. Outage caused by fault of AC power supply system provided by Access Provider</li> <li>2. Outage caused by power issue at landlord/building</li> <li>3. Outage caused by CME Issues</li> <li>4. Outage due to flooding</li> </ol>	1 hour	Every 2 hours	4 hours	7 Business Days	5 Business Days

Level 3	No Service Affecting Fault	Issues related to power system asset belonging to MRT Corp, landlord/ building site access or CME Issues	1 hour	Every 24 hours	24 hours	14 Business Days	N/A
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- i) All faults reported shall be ascribed with a severity level set out above and Parties shall cooperate with one another to achieve rectification times based on the severity of the fault reported
- ii) "Progress Update Frequency" means the frequency at which the Access Seeker may call the MRT Corp for restoring the fault to obtain a verbal or written progress update.
- iii) "Response Time" refers to the time for the MRT Corp to respond to the fault and is measured from the time the fault is reported by the Access Seeker to the MRT Corp.
- iv) "Rectification Time" refers to the time for the MRT Corp to rectify a fault and is determined by the period the reporting of a fault by the Access Seeker to the MRT Corp and the rectification of the fault on a permanent basis.
- v) "Temporary Restoration Time" refers to the time for the MRT Corp to temporarily rectify a fault and is determined by the period between the reporting of a fault by the Access Seeker to the MRT Corp and the rectification of the fault on a temporary basis.

12.24 If the MRT Corp is unable to provide the Service due to negligence on its part (e.g. poorly designed structure or platform that does not function properly, the MRT Corp failed to pay rental to its landlord on time, the MRT Corp failed to provide site access), without limiting the MRT Corp's obligation to provide any applicable rebates under subsection 5.7.33 of the MSA Determination, affected Access Seekers are entitled to a rebate for not meeting the service assurance target under 12.20 above, which shall at a minimum reflect the rental amount paid or to be paid by the Access Seeker to the MRT Corp for the period of site downtime.

12.25 MRT Corp may, based on reasonable safety and security reasons, refuse an Order Request to fixed telecommunication poles being utilized for critical government services, including in connection with government agencies, the military or the police.

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- 12.26 MRT Corp's Capacity Allocation Policy for Infrastructure Sharing Services shall set out the principles to be applied on an equivalent basis between itself and other Access Seekers, where:
- a) MRT Corp has already taken steps to optimise space by using the current available technology, including removing any unused cables;
  - b) MRT Corp shall determine the available space only after considering:
    - i) the requirements for Infrastructure Sharing Services for the MRT Corp's then existing maintenance purpose;
    - ii) the reservation of the Infrastructure Sharing Service for future use by the MRT Corp or another Access Seeker, applicable on an equivalent basis for six (6) months, upon receipt of an Order; and
    - iii) the structural integrity of the infrastructure to safely accommodate additional capacity; and
  - c) The allocation of available space shall be:
    - i) on a first-come, first-served basis;
    - ii) applicable to reserved capacity that is not used by either the Access Provider or an Access Seeker within the seven (7) months from the date of the Order; and
    - iii) to the extent possible, based on efficient allocation principles to minimise space wastage.

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## ANNEXURE A: DISPUTE RESOLUTION PROCEDURES

- 1 All disputes pertaining to the supply of Network Facilities between MRT Corp and an Access Seeker(s) must be referred to this Dispute Resolution Procedure;
  - a) **"Billing Dispute"** means the dispute of an Invoice issued by one party to the other party, which is made in good faith;
  - b) **"Billing Dispute Notice"** means the written notification made by one party to the other party in relation to a Billing Dispute in accordance with Condition 6.4 of this Annexure;
  - c) **"Billing Dispute Notification Period"** means the period after the date of receipt of an Invoice during which a Billing Dispute may be raised in relation to that Invoice, as specified in Condition 6.2 of this Annexure;
  - d) **"Billing Representative"** means a representative of the party appointed in accordance with the billing procedures set out in Condition 6.15 of this Annexure;
  - e) **"Billing System"** means a system to issue Invoices relating to charges payable by each party under an Access Agreement;
  - f) **"Dispute"** has the meaning given to it in Condition 2 of this Annexure;
  - g) **"Notice"** means the notice issued of intention to form the Interconnect Steering Group, as specified in Condition 4.1 of this Annexure; and
  - h) **"Technical Expert"** has the meaning given to it in Condition 5.3 of this Annexure.
- 2 All disputes shall first be attempted to be resolved by negotiation between parties. In the event there is no agreement achieved between parties after the negotiation, parties shall refer the disputes to the Commission, who will assist parties in achieving solution, based on the principles, but not limited to, of;
  - a) Reasonable time for parties to achieve agreement;
  - b) Dispute notification is not trivial, frivolous and/or vexatious; and
  - c) Resolution of dispute forms part of the CMA 1998.

Neither MRT Corp nor an Access Seeker(s) can prevent another party from notifying the disputes to the Commission.

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3 General

- 3.1 An Operator may not commence court proceedings relating to a Dispute which is the subject of these Dispute Resolution Procedures until it has complied with each applicable process in these Dispute Resolution Procedures, other than an application for urgent interlocutory relief. Nothing in this subsection shall be construed as ousting the jurisdiction of any court.
- 3.2 Both Parties to a Dispute shall ensure that their representatives acting in relation to a Dispute are of sufficient seniority and have authority to settle a Dispute on their behalf. At the commencement of the Dispute Resolution Procedures, each party must notify the other party of the scope of the authority of each of their representatives. If, in the course of the Dispute Resolution Procedures, it is identified that the matters to be resolved are outside the initial term of reference for which authority was given to the representative, a party may require that those matters be referred to more senior officers of that party who have authority to settle those matters.
- 3.3 During a Dispute and any dispute resolution process invoked in accordance with this Annexure, an MRT Corp and Access Seeker must continue to fulfil their obligations under the Access Agreement between them.
- 3.4 Subject to Condition 3.5 of this Annexure, the Parties to a Dispute shall exchange information of a type described in the MSA Determination during the course of, and to facilitate, resolution of the Dispute.
- 3.5 Confidential Information of a party which is disclosed, and any other oral or written submissions made by a party or a party's representatives during the course of any dispute resolution process will be subject to the confidentiality restrictions in relevant confidentiality provisions contained in the Confidentiality Agreement.
- 3.6 A party must not use information obtained under Condition 3.4 of this Annexure or described in Condition 3.5 above for any purpose other than to resolve the Dispute.
- 3.7 An arbitrator the dispute may decide to not determine the outcome of the disputes should the arbitrator considers that the disputes is/are trivial, frivolous, vexatious and/or lack of evidence.
- 3.8 The costs of the arbitration are to be shared equally between the parties, unless the arbitrator of the Dispute has decided not to determine the Dispute in accordance with Condition 3.7 above. If an arbitrator decides not to determine the Dispute, the party that initiated the Dispute must pay the other party's costs.

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- 4 Interconnect Steering Group
- 4.1 In the first instance the Access Seeker and the MRT Corp should attempt to resolve the Dispute between themselves. Either party may give written notice ("Notice") to the other party ("**Receiving Party**") stating its intention to form, within ten (10) Business Days, an Interconnect Steering Group ("**ISG**") and outline the details of the Dispute.
- 4.2 The MRT Corp and the Access Seeker shall form the ISG within ten (10) Business Days, to fulfil the requirements of Condition 4.1 above. The ISG shall comprise of representatives of the Parties, and be headed by a person who holds a position that is at least equivalent to the Chief Officer or Executive Vice President of the MRT Corp.
- 4.3 The Parties shall provide for:
- a) subject areas to be dealt with by the ISG;
  - b) equal representation by the Access Seeker and the MRT Corp;
  - c) chairmanship and administrative functions of the working group to be shared equally; and
  - d) formal notification procedures to the ISG.
- 4.4 The MRT Corp and the Access Seeker shall use reasonable endeavours to attempt to settle the Dispute in the working group for a period of no longer than thirty (30) Business Days from the date of the Notice unless otherwise agreed by the Parties, subject always to a party's right to seek urgent interlocutory relief.
- 4.5 In the event that the Parties cannot resolve the Dispute between themselves within the time specified in Condition 4.4 of this Annexure, or after any agreed time extension has expired, either party may notify the other party that it wishes to refer the issue to:
- a) To the extent the issues in dispute are technical in nature, to a Technical Expert (in accordance with section 5 of this Annexure); or
  - b) To the Commission for final arbitration.
- 4.6 The ISG to which an issue has been raised will meet within ten (10) Business Days of the receipt by the Receiving Party of the Notice under Condition 4.1 of this Annexure. If the ISG fails to meet or has not been formed within ten (10) Business Days of the receipt by the Receiving Party of the Notice, either Party may refer the Dispute:
- a) to the extent the issues in dispute are technical in nature, to a Technical Expert (in accordance with Condition 5 of this Annexure); or
  - b) to the Commission for final arbitration.
- 5 Use of Technical Expert
- 5.1 A Dispute will only be referred to a Technical Expert if the provisions of Condition 4 of this Annexure have been complied with.
- 5.2 Once a Dispute is referred to a Technical Expert, it may not be referred back to ISG.

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- 5.3 The person to whom a technical dispute may be referred under this Condition 5:
- b) will be an expert appointed by agreement of the Parties or, if the Parties cannot agree, by the Commission;
  - c) will have the appropriate qualifications and experience to arbitrate the dispute, including knowledge of the communications industry;
  - d) need not be a Malaysian citizen or resident; and
  - e) will not be an officer, director, or employee of a communications company or otherwise have a potential for conflict of interest,
- ("Technical Expert").**
- 5.4 If the Parties fail to appoint a Technical Expert within ten (10) Business Days of the need to refer a Dispute to a Technical Expert, a Technical Expert will be appointed by the Commission.
- 5.5 When relying on the services of a Technical Expert, the following dispute resolution procedures will apply to the Technical Expert:
- a) the Parties will present written submissions to the Technical Expert and each other within fifteen (15) Business Days of the appointment of the Technical Expert; and
  - b) each party may respond to the other party's submission in writing within fifteen (15) Business Days from the date of the other party's submission. No further submissions in reply shall be made except with the Technical Expert's approval.
- 5.6 At the request of either party and subject to the parties agreeing, or the Technical Expert deciding within five (5) Business Days of the last written submission, that the arbitration by the Technical Expert should be by documents only, a Technical Expert hearing will be held within fifteen (15) Business Days of the last written submission.
- 5.7 Should a Technical Expert hearing be held, each party will have the opportunity of making an oral submission in addition to the written submissions submitted in Condition 5.5 and 5.6. This process will be conducted in private.
- 5.8 The procedure for hearing technical disputes will be determined by the Technical Expert (including number and duration of oral submissions by the Parties) but in any case, the Technical Expert's hearing will last no longer than three (3) Business Days.
- 5.9 The Technical Expert will not have the power to appoint any other experts.
- 5.10 The Technical Expert will deliver his or her award within fifteen (15) Business Days of the hearing or of the last written submission where the arbitration is by documents only.
- 5.11 Every Dispute referred to a Technical Expert will be considered separately so that time limits for each Dispute are complied with.
- 5.12 The Technical Expert's decision will be binding on the Parties (in the absence of manifest error of fact or law).



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- 5.13 For the avoidance of doubt, a Dispute shall not be referred to the Commission once it has been referred to a Technical Expert. The Technical Expert shall be the one determining the Dispute.
- 6 Billing Dispute Resolution
- 6.1 As outlined in the billing provisions of the MSA Determination at Condition 5.11, a party ("Invoicing Party") shall provide to the other party ("Invoiced Party") an Invoice in writing, or in such electronic form as may be agreed from time to time, for amounts due in respect of the supply of Facilities and/or Services during such Billing Cycle.
- 6.2 An Invoicing Party shall allow an Invoiced Party to dispute an Invoice prepared by the Invoicing Party if:
- a) in case of any other Facilities and/or Services, the Invoiced Party notifies the Invoicing Party within thirty (30) Business Days after the date of receipt of such Invoice,
- provided that, in any case specified above, the Invoiced Party's Billing Dispute Notice specifies the information in accordance with Condition 6.4 of this Annexure.
- 6.3 A Billing Dispute may only arise where the Invoiced Party has reasonable grounds to believe that an error has arisen from one of the following circumstances:
- a) the Invoicing Party's Billing System is, or has been, defective or inaccurate in respect of the recording of the calls or capacity which are the subject of the Dispute;
  - b) there is, or has been, a discrepancy between the Invoice in dispute and the records generated by the Invoiced Party's Billing System;
  - c) there is, or has been, a fraud perpetrated by the Invoicing Party; or
  - d) the Invoicing Party has made some other error in respect of the recording of the calls or capacity or calculation of the charges which are the subject of the Billing Dispute.
- 6.4 A Billing Dispute Notice given under this section must specify:
- a) the reasons for which the Invoice is disputed;
  - b) the amount in dispute;
  - c) details required to identify the relevant Invoice and charges in dispute including:
    - i) the account number;
    - ii) the Invoice reference number;
    - iii) the Invoice date;
    - iv) the Invoice amount; and
    - v) billing verification information; and
  - d) evidence in the form of a report, indicating the relevant traffic data which is in dispute.
- 6.5 The Invoiced Party may withhold payment of amounts disputed in good faith in accordance with subsection 5.11.11 of the MSA Determination. If the Billing Dispute is resolved against the Invoiced Party, that Invoiced Party shall be required to pay interest at the rate specified in subsection 5.11.15 of the MSA Determination on the amount payable from the due date of the disputed invoice until the date of payment.

- 6.6 Where the Invoiced Party has paid an amount and subsequently notifies the Invoicing Party of a Billing Dispute in relation to that amount within the Billing Dispute Notification Period, the Invoicing Party is not obliged to refund any or all of that amount until the Billing Dispute is resolved in respect of that amount. Once the Billing Dispute is resolved, if the Invoicing Party is obliged to refund an amount to the Invoiced Party, interest will be payable on the refunded amount at the rate specified in subsection 5.11.15 of the MSA Determination. In such circumstances, interest will be payable from the date the Invoiced Party paid the disputed amount to the date of the refund by the Invoicing Party.
- 6.7 The parties agree to use their reasonable endeavours to promptly resolve any Billing Dispute notified under this Dispute Resolution Procedures.
- 6.8 If the parties are unable to resolve any Billing Dispute within one (1) month (or such other period as the parties may agree) from the date on which the Billing Dispute Notice is received, either party may seek the consent of the other party to extend the period for resolution of the Billing Dispute stating the exceptional reasons for such extension. The other party is, however, under no obligation to agree to such extension.
- 6.9 To the extent that a Billing Dispute notified under this section involves a Billing Dispute with an international correspondent of the Invoicing Party, the Dispute Resolution Procedures shall be suspended for a reasonable period of time pending resolution of the Billing Dispute with that international correspondent. As a general rule, the period of suspension will not exceed four (4) months. However, the parties shall recognise that some Billing Disputes with international correspondents may take longer to resolve, in which case the Invoicing Party must promptly inform the Invoiced Party of the likely period required for resolution.
- 6.10 Once the negotiation period under Condition 6.8 of this Annexure (including any extension agreed) and any suspension period under Condition 7.9 of this Annexure have expired, the Billing Dispute may be referred by the Invoiced Party to the procedure described in Condition 6.11 of this Annexure ("**Billing Dispute Escalation Procedure**").
- 6.11 The Invoiced Party may refer a Billing Dispute to the Billing Dispute Escalation Procedure under this Condition 6.11 by notifying the Invoicing Party's Billing Representative. Both parties shall then appoint a designated representative who has authority to settle the Billing Dispute, and who is at a higher level of management than the persons with direct responsibility for administration of the MSA Determination. The designated representatives shall meet as often as they reasonably deem necessary to discuss the Billing Dispute and negotiate in good faith in an effort to resolve such Billing Dispute within sixty (60) Business Days of the Billing Dispute Notice. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one party to the other party shall be honoured.
- 6.12 Once any Billing Dispute has been resolved to the parties' satisfaction, any sum to be paid or repaid shall be paid by the relevant party within ten (10) Business Days from the date of resolution of the Billing Dispute.

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- 6.13 Although it shall be the good faith intention of the parties to use the above Billing Dispute Resolution Procedures to the fullest extent to try to solve Billing Disputes, nothing in this Annexure shall prevent either party from pursuing any other remedy in law or equity that may be available to them if a Billing Dispute cannot be resolved to their satisfaction.
- 6.14 A party may request a joint investigation of Invoice discrepancies after that party has conducted a comprehensive internal investigation, including an examination of its own Billing System. Prior to commencement of the joint investigation, the parties must agree on the terms of the joint investigation, including:
- a) the scope of the joint investigation;
  - b) how the joint investigation will be conducted; and
  - c) the date by which the joint investigation must be concluded.

The joint investigation may include the generation of test calls to the other party's Network.

- 6.15 Enquiries relating to billing, collecting and settlement arrangements or in relation to Network and operational issues may be directed to the Billing Representatives nominated by each party.
- 6.16 Either party may at any time nominate another Billing Representative, provided that ten (10) Business Days prior notification of such appointment is given.
- 6.17 If the Billing Dispute Escalation Procedure has been exhausted, either party may refer the Billing Dispute to the Commission for resolution.

## ANNEXURE B: CHARGES AND CHARGING PRINCIPLES

### 1 General

- 1.1 These Conditions in Annexure B sets out the type of Charges and charging principles for the Facilities provided by MRT Corp to the Access Seeker

### 2 Type of Charges

- 2.1 In consideration of the MRT Corp's obligations in the provision of the Facilities in the Access Agreement Access Seeker shall pay to MRT Corp following Charges:

Type of Service	Type of Charges	Details	Billing Period
Infrastructure Sharing	Recurring Charges	1. Space Rental 2. Antenna 3. Leaky Cable	Monthly
	MRT Corp's Rapid Rail Charges	1. Utilities Charges 2. Manpower Charges (These are Charges for supervision of works to be conducted by Access Seeker at the site of the specified network facility)	Monthly

- 2.2 The recurring Charges shall commence to be payable from the date Facilities is provided and shall be paid according to the Billing Period elected by the Access Seeker in the Order Form and payments shall be made in advance on or before the payment periods.
- 2.3 In relation to rental Charges, Access Seeker shall also be liable to pay any government taxes relevant to the Facilities provided it is legally required to be paid by the Access Seeker and utility charges imposed on utilization of the Infrastructure Sharing. Where applicable such taxes shall be added to the invoice and shall be paid to MRT Corp at the same time as the relevant invoice is settled in accordance with Condition 2.1 above.
- 2.4 All amounts payable by Access Seeker pursuant hereto shall be paid in full free and clear of all bank or transfer charges imposed by the Access Seeker bank(s) to such account(s) as MRT Corp may by notice to Access Seeker designate without reduction for any deduction or withholding for or on account of any tax, duty or other charge of whatever nature imposed by any taxing authority.
- 2.5 If Access Seeker is required by law to make any deduction or withholding from any payment hereunder, Access Seeker shall pay such additional amount to MRT Corp so that after such deduction or withholding the net amount received by MRT Corp will be not less than the

amount MRT Corp would have received had such deduction or withholding not been required.

- 2.6 Access Seeker shall make the required deduction or withholding, shall pay the amount so deducted or withheld to the relevant governmental authority and shall promptly provide MRT Corp with evidence of such payment.

### 3 Charging Principle of Infrastructure Sharing

- 3.1 The Charges for Infrastructure Sharing are according to the type of Infrastructure Sharing provided to Access seeker. The rental rate shall be based on the following factors:

- a) Size of the Shared Space;
- b) Geographical location the Shared Space;
- c) Type of utilities requirement at the Shared Space; and
- d) Height of the Shared Space in the case of Tower Space
- e) Relevant operating and maintenance cost

### 4 Charging Principle on MRT Corp's Operator Charges

These charges are utilities and supervision charges which may be charged to the Access Seeker in relation to the Facility provided to the Access Seeker and such charges may vary from case to case depending on the extend and complexity of the work involved for the installation, interconnection or supervision work related thereto. Supervision charges are charged according to the number of times that supervision work is required of MRT Corp or its contractor or agent on the works to be conducted by the Access Seeker at the site of the Shared Space.

### 5 Cancellation Charges

If Access Seeker cancels a confirmed order for a Facility, Access Seeker shall be liable to pay MRT Corp cancellation charges.

### 6 Payment

- 6.1 The payment terms shall be monthly, unless otherwise agreed between the parties.

### 7 Charges

- 7.1 The applicable charges for Infrastructure Sharing shall be commercially being negotiated and agreed between Access Seeker and MRT Corp in accordance to the Access Agreement.

## 7.2 Charges for Infrastructure Sharing

### 7.2.1 One-time Charges

Description	RM/Units	Units
Installation (non-recurring charge)	5,000	Per request
Third Party Escort Services	As incurred	As incurred
Engineering Services	Please refer to 7.5, page 46	Per man hour
Any other Cost imposed by Third Party	At cost	At cost

7.2.2 Please refer to 7.5 for breakdown on the charges.

7.2.3 The One Time Charges above excludes any third-party cost which may be incurred in the processing of the Access Request such as cost to any government authorities, landlords and vendors to implement the Access Request. These charges shall be mutually agreed between the parties before incurring such cost.

### 7.2.4 Monthly Recurring Charges

7.2.5 The Monthly Recurring Charges above are based upon the current design and the acceptance test conducted jointly between MRT Corp and Access Seeker, if the Access Seeker request to make any changes to the configuration, including but not limited to:

- Additional Equipment being installed within the Equipment Room; and/or
- Additional Point of Interface to be interconnected with CMTS System; and/or
- Any other changes that change the capacity or utilization of the CMTS System.

Description	Units	Units Cost (RM)	Total Cost / Month (RM)
Co-Location Space	3 Locations	5,000/Location	15,000
CMTS System	3 Locations	5,000/Location	15,000
Antenna	178 Units	55/Unit	9,790
Leaky Cable	56,000 meters	RM0.80/meter	44,800
<b>Total (RM)</b>			<b>84,590</b>

*Note: The charges breakdown stipulated above are estimations only as of 15 May 2024 and does not reflect the actual cost for each component of the system in its entirety.*

7.3 The MRT Corp reserve the right to charge an additional One Time Charge for the requested change and make a revision to the recurring Charges. Any change to the Charges shall be mutually agreed between MRT Corp and Access Seeker before any works conducted by the MRT Corp.

7.4 Internal cabling between Access Seekers equipment to CMTS shall be borne by the Access Seeker with no cost from the MRT Corp.

- 7.5 The following is the breakdown of applicable charges, subject to changes upon confirmation of order from Access Seeker(s):

### **Applicable Charges**

#### **One time Administration Charges**

Description	Rate (RM)	Remarks
Administration Charges (Non-refundable)	RM 5,000	Price quoted is for activities on weekday(s) only, for non-emergency works up to fourteen (14) days  Refer to the table below for any deferment or additional manhour needed

#### **Manpower Rates**

Manpower Rates (Per hour)	Weekday (RM)	Weekend (RM)	Public Holiday (RM)	Emergency (RM)	Remarks
Per Pax	200	400	600	100 per request on top of manpower rates	Minimum 4 hours, RM 400 chargeable.  Any additional hours shall be charged according to the Manpower rates.

#### **Utilities Charges**

Charges imposed for Electricity Rate will be according to Rapid Rail's MRT Kajang Line Electricity Charges and Commercial Tariffs as published by Tenaga Nasional Berhad (TNB).

TNB Imbalance Cost Pass-Through (ICPT) and Kumpulan Wang Tenaga Boleh Baharu (KWTBB) / Renewable Energy Fund collection is applicable.

For more information, please refer to:

1. <https://www.tnb.com.my/commercial-industrial/pricing-tariffs1/>
2. <https://www.tnb.com.my/faq/icpt-english>
3. <https://www.tnb.com.my/kumpulan-wang-tenaga-boleh-baharu-kwtbb/>