

SCHEDULE 9 – CO-LOCATION**CONTENTS**

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1. GENERAL

1.1 This Schedule sets out the terms and conditions under which PTCL will provide the Operator with Co-Location Space and physical access thereto at PTCL's Co-location sites listed in **Attachment A** to this **Schedule 9** (the "**Co-Location Sites**"), as amended from time to time, with approval of the Authority. The Co-Location Sites may consist of:

- (a) an Exchange Building for a Point of Interconnection ("**POI**");
- (b) a Satellite Earth Station; or
- (c) a Submarine Cable Landing Station/Frontier Station.

1.2 For access to Co-Location Space at Satellite Earth Stations, the Operator must be a Basic Telephony Operator or an LDI and must have acquired or entered into the following before PTCL will provide such access to such places:

- (a) an agreement with the relevant satellite owner; or
- (b) any such licenses as required from time to time to operate satellite services.

For the avoidance of doubt, the interconnection service between the Operator's Co-Location Equipment at the Co-Location Space to the related satellite systems is not covered in this Schedule. PTCL shall offer to provide the interconnection service to the Operator pursuant to a tariff filed with and approved by the Authority.

1.3 For access to Co-Location Space at Submarine Cable Landing Stations / Frontier Stations, the Operator must be a Basic Telephony Operator or an LDI and must have acquired or entered into the following before PTCL will provide such access at those places:

- (a) an Indefeasible Rights of Use ("**IRU**") holder to access their acquired capacity of the relevant submarine cable system; or
- (b) as a cable owner of the landed submarine cable system or frontier station to access his or her own capacity of the relevant submarine cable system or frontier station.

The Co-Location Space is solely for the purpose of the Operator to access the respective submarine cable system landed in the station. For the avoidance of doubt, the interconnection service between the Operator's Co-Location Equipment at the Co-Location Space to the related submarine cable systems is not covered in this Schedule. PTCL shall offer to provide the interconnection service to the Operator pursuant to a tariff filed with and approved by the Authority.

1.4 In cases where PTCL cannot offer physical Co-Location due to space limitations or any other legitimate reasons, PTCL will take reasonable measures to propose an alternative solution. Such alternative solutions may include options which optimize the use of existing space or finding adjacent space.

- 1.5 The Operator shall provide all installation materials and manpower needed for the installation of their Co-Location Equipment.
- 1.6 Each Party shall take all necessary measures to ensure the safety of the other Party's equipment at its premises. Notwithstanding the foregoing, it is the responsibility of each Party to provide adequate insurance cover for its respective equipment. In no case shall either Party be responsible for any damage to the other Party's Co-Location Equipment caused by fire, water leakage, air-conditioning/mechanical ventilation failure, power fluctuation/interruption, or anything beyond that Party's control (Force Majeure) at the Co-Location Site other than to the extent that it is the result of a grossly negligent, willful or reckless breach of this Agreement.

2. AVAILABILITY AT A CO-LOCATION SITE

- 2.1 For the purpose of this Schedule, PTCL may have regard to the following when assessing the availability of Co-Location Space at a Co-Location Site:
- (a) PTCL's reasonably anticipated requirements in the next four (4) years for space at the Co-Location Site for the provision to itself and its Customers;
 - (b) PTCL's reasonably anticipated requirements in the next four (4) years for space at the Co-Location Site for operation and maintenance purposes;
 - (c) the Operator and other Third Party requirements (including for operation and maintenance purposes) that have been ordered but not yet delivered or that have been provided;
 - (d) security and confidentiality requirements imposed on PTCL by Governmental Agencies;
 - (e) whether PTCL proposes to decommission the Co-Location Site.

3. ORDERING AND PROVISIONING PROCEDURE

- 3.1 The Operator shall submit its request for Co-Location Space at a Co-Location Site for the POI listed in **Attachment A**, using a Co-Location Request Form in the form of **Attachment B** containing the following information:
- (a) the Co-Location Site listed at which Co-Location Space is sought;
 - (b) confirmation that Co-Location Space is sought at that Co-Location Site for the purpose of:
 - i) interconnection with a POI; or
 - ii) accessing space segment capacity; or
 - iii) accessing submarine cable capacity.
 - (c) the type of Co-Location Equipment proposed to be installed at that Co-Location Site;

- (d) the space and power requirements;
- (e) the floor loading of the Co-Location Equipment;
- (f) the capacity of the Transmission Tie-Cable required;
- (g) the type of optical fibre cable to be used, and the diameter of the fibre cable;
- (h) the Operator's contact details; and
- (i) the copy of authorization from the concerned authority, where applicable, for installation of towers/poles in PTCL premises.

3.2 PTCL shall acknowledge receipt of the Co-Location Request under clause 3.1 within seven (7) Business Days and indicate whether the Co-Location Request is preliminarily accepted on a non-binding basis or rejected. If the Co-Location Request is rejected, PTCL will provide written reasons for such rejection to the Operator. PTCL shall recover the Co-Location Request fee for the reasonable cost of processing the Co-Location Request as provided in PTCL's published co-location price list, irrespective of the outcome of the Co-Location Request.

3.3 PTCL may reject a Co-Location Request if:

- (a) the Operator's license has been terminated or suspended; or
- (b) the Co-Location Request is not in the prescribed form; or
- (c) the Co-Location Request does not contain the required information; or
- (d) there is no available space at the Co-Location Site as determined in accordance with clause 2;
- (e) acceptance of the Co-Location Request will give rise to significant health, safety, technical or engineering issues; or
- (f) the Operator has not satisfied clause 1.2 (in case of Satellite Earth Station) or clause 1.3 (in case of a Submarine Cable Landing Station / Frontier Station).

3.4 The Operator's Co-Location Request shall be processed in accordance with the procedures set forth in **Attachment C** hereto.

3.5 The Operator acknowledges that the Co-Location Space allocated and the actual placement of the Co-Location Equipment shall be determined by PTCL. PTCL is not obligated to place the same Operator's Co-Location Equipment adjacent to each other, provided that PTCL will use its reasonable endeavours to accommodate any reasonable request for adjacent placement made by the Operator.

4. INSTALLATIONS AND MAINTENANCE OF CO-LOCATION EQUIPMENT IN CO-LOCATION SPACE

- 4.1 The Parties agree to comply with the following procedures (as amended from time to time) in interconnection with the installation and maintenance of Co-Location Equipment:
- (a) the Co-Location Equipment Installation and Maintenance Procedures at **Attachment D**;
 - (b) PTCL's Standard Operating Procedures for Co-Location; and
 - (c) PTCL's Standard Physical Access Procedures as amended from time to time.
- 4.2 The Operator shall request physical access to Co-Location space using the form set forth in **Attachment E** hereto. PTCL shall authorize the Operator's access to the Co-Location space using the form set forth in **Attachment F** hereto. Only Operator's authorized personnel, as listed in **Attachment G** hereto, shall have access to the Co-Location Space.
- 4.3 The Operator shall pay PTCL the charges for Co-Location in accordance with **Schedule 11**.

5. TERM OF LEASE

- 5.1 The agreement between the Parties regarding each Co-Location Space to be leased under this Schedule shall commence on the date the Operator confirms its acceptance of the charges for the Co-Location Site ("**Commencement Date**") and shall continue for three (3) years for each such POI, Satellite Earth Station or Submarine Cable Landing/Frontier Station (as the case may be) after the Commencement Date, unless terminated earlier in accordance with this Schedule.
- 5.2 Subject to clause **20.2** of the main body of this Agreement, PTCL may terminate the lease for of Co-Location Space at any time by giving notice to the Operator if the Operator fails to complete the installation of its Co-Location Equipment within thirty (30) Business Days, pursuant to the terms of **Attachment D**. If the Operator's failure to complete installation is attributable to circumstances beyond the Operator's reasonable control, PTCL will grant a reasonable extension of time for installation to the Operator at the Operator's request. An Operator's request under this clause must describe the circumstances beyond the Operator's control and such request must be received prior to the expiry of the aforementioned thirty (30) Business Day period.
- 5.3 The Operator may terminate the lease of Co-Location Space under this Schedule by giving PTCL no less than six (6) months written notice. Termination of the lease will take effect from the date specified in the notice.
- 5.4 Either Party (the "**Terminating Party**") may immediately terminate the lease of Co-Location Space at a Co-Location Site/submarine cable landing station if the other Party is in breach of any clause of this Schedule and such breach remains unremedied for a

period of ten (10) Business Days after receiving written notice from the Terminating Party to do so.

5.5 PTCL may immediately terminate a lease of Co-Location Space at a Co-Location Site if:

- (a) the Operator's license has been terminated or suspended;
- (b) in PTCL's reasonable opinion, the Operator is using the Co-Location Space in contravention of an applicable law, license, regulation or direction and PTCL has the necessary confirmation from the relevant Governmental Agencies that the Operator is in contravention of the applicable law, license, regulation or direction;
- (c) the lease of Co-Location Space causes or is likely to cause physical or technical harm to the PTCL Network or to the Co-Location Site including but not limited to causing damage, interfering with or causing deterioration in the operation of the PTCL Network;
- (d) the Co-Location Equipment is used for a purpose other than for the interconnection of the Operator's Network to the PTCL Network;
- (e) the conditions in clause **1.2** are no longer satisfied in the case of a Satellite Earth Station.
- (f) the conditions in clause **1.3** are no longer satisfied in the case of a Submarine Cable Landing Station;
- (g) the Operator removes or abandons its Co-Location Equipment; except where the operator gives 15 days written notice.
- (h) the Operator locates equipment other than Co-Location Equipment in the Co-Location Space;
- (i) the Co-Location Space has become unsafe or unsuitable for its purpose; or
- (j) PTCL's right to own, maintain or operate the Co-Location Site is revoked or terminates or expires.

5.6 Subject to clause **20.2** of the main body of this Agreement, PTCL may give the Operator no less than six (6) months' notice at any time during the term that the lease of Co-Location Space is to be terminated because of the closure of that Co-Location Site. The Operator shall bear its own cost associated with the closure of a Co-Location Site. If the Operator requests within thirty (30) Business Days after receiving a notice under this clause alternative solutions from PTCL, PTCL will offer alternative interconnection solutions to the Operator. The alternative interconnection solutions offered must, to the extent feasible, be comparable in terms of cost and functionality and, if accepted by the Operator within sixty (60) Calendar Days from the date of the offer, must permit the full implementation of the alternative interconnection solutions. Nothing in this clause prevents PTCL from terminating the lease of a Co-Location Space at the end of the six (6) month period provided that PTCL has complied with this clause **5.6**.

5.7 Upon expiry or termination of the lease of Co-Location Space:

- (a) the Operator must discontinue the use of its Co-Location Equipment and remove its Co-Location Equipment from the Co-Location Site within thirty (30) Business Days after the expiry of the Operator's contract or from the date of termination of Co-Location Space, whichever is the earlier; and
- (b) PTCL shall reinstate the Co-Location Space and recover/reinstate all cables/supports/opening and recover the reasonable cost of such reinstatement from the Operator.

5.8 If the Operator fails to discontinue the use of its Co-Location Equipment and remove its Co-Location Equipment under clause 5.7, PTCL shall remove the Operator's Co-Location Equipment and reinstate the Co-Location Site to its original condition. The Operator shall pay to PTCL all reasonable costs associated with the work undertaken by PTCL including the disposal of the Co-Location Equipment. In such event, the Operator shall have no claim whatsoever, against PTCL.

5.9 Upon termination of the contract of Co-Location Space, any physical access granted to the Co-Location Site shall also be terminated.

5.10 Upon termination by the Operator under clauses 5.3 or 5.4 by PTCL under clauses 5.2, 5.4 or 5.5 prior to the expiry of the lease term referred to in clause 5.1, the following charges shall be recovered from the Operator but only where PTCL has, at its discretion, constructed additional Co-Location Space and has not recovered the full cost of site preparation work from the Operator from upfront site preparation work charges. However, such charges shall only be recoverable if the other party specifically demands additional space for co-location:

- (a) contract charges for the remainder of the original contract term;
- (b) outstanding pro-rata site preparation work charges.

6. SUB-LEASING

6.1 The Operator shall not assign the lease in respect of or sub-let the Co-location Space at the Co-location Site.

7. ADDITIONAL CO-LOCATION SPACE AND CO-LOCATION EQUIPMENT

7.1 If the Operator wishes to replace, modify or rearrange existing Co-Location Equipment in the Co-Location Space or to install additional Co-Location Equipment in the Co-Location Space, the Operator must submit a request in respect of the replacement, modification, rearrangement or additional Co-Location Equipment.

7.2 Requests for additional Co-Location Space at Co-Location Sites shall be treated as a separate Co-Location Request and the process of ordering and provisioning in clause 3 of this Schedule shall apply.

ATTACHMENTS**ATTACHMENT – A: LIST OF POSSIBLE CO-LOCATION SITES****LIST-1: POSSIBLE POI****POINT OF INTERCONNECTION INFORMATION**

Sr	City	POI		Type		Media between Exchange	Type of Transmission used on the link (SDH/PDH)	Capacity on the link (N x E1s)	Signalling Type	Type of Traffic (Local/ NWD/ISD)	Software Version	
		CMO Ex	PTCL Ex	CMO Ex	PTCL Ex						CMO	PTCL

LIST 2: SATELLITE EARTH STATION

List of Possible Co-Location Sites at Satellite Earth Station
 Serial Number Description of Co-Location Site

1. Dehmandro Satellite Earth Station Karachi
2. Malachch Satellite Earth Station Islamabad

LIST 3: SUBMARINE CABLE LANDING STATION / FRONTIER STATION

List of Possible Co-Location Sites at Submarine Cable Landing Station / Frontier Station
 Serial Number Description of Co-Location Site

- 1Submarine Cable Station, Karachi
- 2Submarine Cable Station, Karachi

ATTACHMENT- B : REQUEST FOR CO-LOCATION SPACE**THE REQUESTING OPERATOR**

Date of Application Application Reference No

Request for Physical Co-Location is sought for the purpose of:

[POI / SATELLITE EARTH STATION / SUBMARINE CABLE STATION]

Address of Co-Location Site [Address / Building Name]

Type of Eqpt. to be Installed [Description / Manufacturer / Dimensions]

Co-Location Space Required [Dimensions & Floor Area to be Occupied]

Power Requirements [Power Consumption]

Floor Loading of Eqpt. [Weight of Eqpt. Fully Installed]

Capacity of Transmission / Sub Loop Tie-Cable [Size & Pair of Tie-cable]

Type of Fiber & its Diameter [No of Fibre Strand and Cable Diameter]

On Behalf Of The Operator

Sign _____

Name Name of Operator

Designation

Department

Contact Number Company Stamp

Fax Number

PTCL Reply To The Requesting Operator

☐ Application returned – incomplete / illegible

☐ Not Approved Reasons for rejection [Reasons]

☐ Approved PTCL Approval Code Approval Code

On Behalf of PTCL

Sign _____ Contact Number

Name Fax No

Processing Status

Received Date Processed Date Queue Status

ATTACHMENT C – PROCEDURE FOR REGISTRATION AND PROCESSING OF CO-LOCATION REQUESTS

1. GENERAL

- 1.1 This Annex describes the standard operating procedures regarding the provision of Co-Location Space to the Operator at Co-Location Sites. PTCL will provide:
- (a) Telco Grade space to the customer without any liabilities against PTCL at PTCL Co-Location Sites;
 - (b) 24 hour manned building security;
 - (c) the facility of customer's reception, monitoring system, equipment area, transmission/media and indoor cabling, shall be at the Operator's cost; and
 - (d) physical access to the authorized personnel of the Operator' to PTCL premises in accordance with the physical access procedures described in this Schedule.

2. OPERATOR'S REGISTRATION

- 2.1 The Operator must:
- (a) apply for registration of the demand for Co-Location along with one-time Rs. 10,000/- per site in the form of Pay Order /Demand Draft as registration fee;
 - (b) upon confirmation of availability of Co-Location Space, deposit an amount equivalent to three months rent as security against utility bills, in case provided by PTCL subject to available spare capacity. The rent shall be paid on quarterly basis in advance; and
 - (c) Operator shall apply for Co-Location Space to General Manager (Interconnection Implementation) and a copy to the Manager Corporate Affairs at Karachi, Lahore and Islamabad or other regional headquarters as the case may be, as per application form attached to this Schedule.

3. INTERCONNECTION STRUCTURE

- 3.1 The Point of Interconnection between the Parties will be decided on the basis of equipment/system being installed for which respective agreement will be separately signed.
- 3.2 The Point of Interconnection for the transmission system shall be the DDF installed for this purpose by PTCL in transmission hall.
- 3.3 After approval of the General Manager (Interconnection Implementation) PTCL Headquarters, Manager Corporate Affairs at Karachi, Lahore and Islamabad or other regional headquarters as the case may be will liaison with:
- (a) GM Digital Switching for availability, allocation, marking and provisioning of Co-Location space. And other infrastructure.

- (b) GM OFS/Field Region for feasibility and provisioning of intra-city / intercity connectivity.
 - (c) GM OTR / ITI for feasibility and provision of international connectivity.
- 3.4 Respective Manager Corporate Affairs/DE concerned who will act as primary interface with the Operator for all telecommunication requirements will coordinate with offices responsible for preparation and raising of bills.
- 3.5 A workflow diagram is attached as **Attachment H** to this Schedule.

ATTACHMENT-D - CO-LOCATION EQUIPMENT INSTALLATION AND MAINTENANCE PROCEDURES**1. INSTALLATION OF EQUIPMENT AT CO-LOCATION SPACE****1.1 Installation of Co-Location Equipment**

- (a) Prior to commencing installation of its Co-Location Equipment, the Operator must submit detailed installation plans and installation timetable no less than twenty one (21) Business Days before commencement of works for approval to GM (Interconnection Implementation). The Operator shall not commence installation of its Co- Location Equipment until it has received PTCL's approval.
- (b) The Operator must ensure that the floor loading of its Co-Located Equipment shall be limited to a maximum 5 kN per sqm or otherwise as specified by PTCL. The Operator shall engage a professional structural engineer licensed by Pakistan Engineering Council to compute the actual floor loading to certify that the floor-loading limit is not exceeded prior to the installation of its Co-Location Equipment. The Operator shall not commence installation of its Co-Location Equipment until it has provided PTCL; with five (5) Business Days advance notice, of a copy of the certification of compliance issued by the licensed professional structural engineer.
- (c) The Operator must install its Co-Location Equipment in the Co-Location Space within thirty (30) Business Days after the final site inspection. If the Operator's failure to complete installation is attributable to circumstances beyond the Operator's reasonable control, PTCL will grant a reasonable extension of time for installation to the Operator at the Operator's request. A Operator's request under this clause must describe the circumstances beyond the Operator's control and such request must be received prior to the expiry of the aforementioned thirty-(30) Business Day period.
- (d) The Operator must not locate equipment other than Co-Location Equipment in the Co-Location Space.

1.2 Optical Fibre Cable

- (a) Unless otherwise agreed by the Parties, the Operator must not install more than two physical optical fibre cables in the Co-Location Space and up to the lead-in manhole outside Co-Location space.
- (b) Unless otherwise agreed by the Parties, the Operator shall only be permitted to terminate eight (8) fibre strands per fibre cable at the Co-Location Space.

1.3 Cable Pulling

- (a) The Operator shall provide PTCL with no less than ten (10) Business Days for undertaking cable pulling between the designated Lead-in Manhole and the Co-Location Space.

- (b) Unless otherwise agreed by the Parties, PTCL shall pull not more than two (2) fibre cable(s) from the designated manhole to the Co-Location Space. The Operator shall pay PTCL the charges in accordance with PTCL's published co-location price list for undertaking this activity. The Operator must not undertake any cable pulling between the designated manhole and the Co-Location Space.
- (c) PTCL shall install and terminate Tie Cables from the Operator's termination frame to PTCL's Distribution Frame (MDF/DDF/Patch Panel). The Operator shall pay PTCL the charges for extension of these Tie cables.
- (d) The Operator shall terminate the end of a Tie Cable at the Operator's termination frame or Co-Location Equipment in the Co-Location Space.

1.4 Power & Earth

- (a) PTCL shall, if the Operator so desires, designate and provide the communication earth and Power Distribution Point for the Operator's Co-Location Equipment. The Operator shall pay PTCL the charges for the provision of the communication earth and power installation and termination in accordance with PTCL's published co-location price list.

1.5 Interference

- (a) Each Party shall ensure that its Co-Location Equipment does not cause any interference to the other Party's equipment, plant, facilities, Networks and the equipment of other occupying Operators in the Co-Location Space, including when installing equipment. In the event of any interference, the Parties shall take in good faith reasonable measures to resolve the problem promptly. Where the Operator's equipment is causing interference to existing equipment and the interference cannot be resolved, the Operator shall remove the source of interference immediately.
- (b) If PTCL determines that the interference poses an immediate risk of personal injury or significant property damage; it may, withdraw physical access and at the Operator's cost, take measures necessary to prevent such injury or damage. Otherwise, PTCL may provide the Operator with five (5) Business Days notice to rectify the interference. After such time, if the interference continues, PTCL may withdraw physical access and at the Operator's cost, take measures to prevent the interference.

1.6 Standard Operating Procedures and Safety

- (a) In relation to the installation, operation and maintenance of its Co-Located Equipment located in the Co-Location Space, the Operator must comply with PTCL's Standard Operating Procedures for Co-Location Space as amended from time to time, and any written instructions, which are provided to the Operator by PTCL.

- (b) In relation to physical access to the Co-Location Space, the Operator shall comply with PTCL's Standard Physical Access Procedures as amended from time to time and any written instructions, which are provided to the Operator by PTCL.
- (c) The Operator shall remove daily any rubbish/debris created in the course of installation.
- (d) GM (Switching & Transmission) -- or Director (Digital Switching) in any region where GM (S&T) is not available -- will inspect and approve the Co-Location Space to which access has been approved for the installation, modification, replacement or addition of the equipment to verify that the Operator is undertaking the installation, modification, maintenance, operation, replacement or addition of the equipment in accordance with the approved and such other written instructions provided to the Operator. The costs of such inspection shall be borne by the Operator.
- (e) Where, as a result of an inspection under sub-clause **1.6(d)**, GM (Switching & Transmission) -- or Director (Digital Switching) in any region where GM (S&T) is not available -- notifies the Operator that its installation is not in accordance with the approved request, the installation plans, PTCL's Standard Operating Procedures for Co-Location or such other written instructions provided to the Operator, the Operator must take appropriate corrective action within five (5) Business Days of notice. If the Operator fails to do so, PTCL may withdraw physical access or undertake the appropriate corrective action and recover the reasonable cost from the Operator accordingly.
- (f) The Operator shall consult with and obtain the consent of PTCL before carrying out any hacking or drilling work on the floor, wall and ceiling slabs.
- (g) The Operator shall obtain prior approval of PTCL for hot work and perform any such works in accordance with safety procedures. Hot Work means any work involving riveting, welding, flame cutting, burning, gouging or any other work involving the use of heat for producing sparks.
- (h) No work shall be performed by the Operator on any of PTCL's equipment, facilities, plant or Networks including, but not limited to earth bars and Power Distribution Points/boards.
- (i) The Operator, during and after the installation period, shall use no flammable or hazardous materials, whether on a permanent or temporary basis,. No smoking is allowed. No food or drinks are allowed in the Co-Location Space.
- (j) PTCL's staff shall carry out all the interconnection of the Operator's Co-Location Equipment to PTCL's earth bars and Power Distribution Points/boards. Charges for the work shall be borne by the Operator as set out in PTCL's published co-location price list.
- (k) Where, during the course of installation, operation, maintenance, replacement or repair of its Co-Located Equipment the Operator causes any damage to PTCL's Co-Location Site, plant, Network, Equipment or facilities, the Operator must

report the damage immediately to PTCL. PTCL shall rectify any damage in any way it deems fit, the cost and expense in interconnection with the damage including for the repair thereof shall be borne by the Operator.

- (l) The Operator shall report immediately any incident, injury, harm, fatal or otherwise that occurs at the Co-Location Site to PTCL. For fatal or serious accidents, the accident site shall be left undisturbed to facilitate the relevant authority to investigate the circumstance leading to the accident. The Operator shall report immediately to police and insurance company of any fatal accident having occurred at the Co-Location Site.
- (m) The Operator shall be liable for and shall indemnify and keep indemnified PTCL against all losses, claims, proceedings, damages, liabilities, costs and expenses for injuries or death to any person whomsoever or any loss or damage to any property whatsoever which arise out of or in consequence of any act or omission of the Operator's employees and contracts in relation to the Co-Location Site and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof.

1.7 Final Inspection

- (a) Upon completion of the installation of the Co-Location Equipment in the Co-Location Space, the Operator shall advise PTCL and request PTCL to conduct a final inspection and confirm that the installation conforms with the approved detailed installation plans.
- (b) Where the final inspection reveals that the installation does not materially conform to the approved detailed installation plans; PTCL shall notify the Operator. The Operator must reinstall or take other appropriate corrective action within ten (10) Business Days of notification, or such other time as is otherwise agreed. The Operator shall bear the reasonable costs that PTCL incurs for the inspection of the reinstallation or other appropriate corrective action. PTCL may still inform and require the Operator to make adjustments to its installation where the installation does not conform to the installation plan in a non-material way, but this notification will not delay the approval process under this Schedule.
- (c) If the Operator fails to reinstall or take the appropriate corrective action referred to in clause **1.7(b)** PTCL may take appropriate corrective action including removal of the Operator's Co-Location Equipment. The reasonable costs for the corrective action shall be borne by the Operator.

2. MAINTENANCE OF CO-LOCATION EQUIPMENT IN CO-LOCATION SPACE

- 2.1 The Operator shall be responsible for the operation and maintenance of its Co-Location Equipment.
- 2.2 In the operation and maintenance of the Co-Location Equipment, the Operator must:
 - (a) take such other action as a reasonably prudent Operator would; and

- (b) keep the Co-Location Space in a tidy and safe condition at all times; and
 - (c) ensure that flammable or toxic material is not left in or around the Co-Location Space following maintenance or other operations.
- 2.3 If a fault, defect or problem with the Co-Location Equipment of the Operator causes or may cause damage to the Co-Location Space or PTCL's Facilities, the Operator must:
 - (a) notify PTCL as soon as practicable; and
 - (b) repair the fault, defect or problem or take other appropriate corrective action immediately.
- 2.4 Where PTCL determines that the Operator's Co-Location Equipment pose an immediate risk of personal injury or significant property damage, it may, at the Operator's cost, take interim measures necessary to prevent such injury or damage, pending attendance by the Operator to perform corrective work.
- 2.5 The Co-Location Equipment must only be used by the Operator for the purpose of connecting the Operator's Network to POI, Satellite Earth Station, or a Submarine Cable Landing Station under this Schedule.
- 2.6 If the Operator detects a fault, defect or problem in a Co-Location Space, it must notify PTCL as soon as possible.

2.7 Compliance

- a) The Operator must ensure that its employees, agents and approved subcontractors comply with the provisions of this document including all reasonable procedures and directions of PTCL as notified from time to time.
- b) The Operator must comply with all laws, standards, authorizations and leases when performing works.
- c) The Operator must ensure that it has all necessary permits, approvals and leases from any person, governmental, regulatory or relevant authority in order to perform works. Where requested to do so, PTCL will reasonably assist the Operator to obtain any such necessary permit, approval or lease.
- d) The Operator will vests no right, title or proprietary interest in the Co-Location Site.

2.8 Marking of Equipment

- a) The Co-Location Equipment must be marked by the Operator to clearly indicate that it is leased by the Operator and in such manner as PTCL may reasonably direct from time to time.

ATTACHMENT- E: REQUEST FOR PHYSICAL ACCESS TO CO-LOCATION SPACE

THE REQUESTING OPERATOR		
Date of Application	<input style="width: 150px;" type="text"/>	Application Reference No <input style="width: 150px;" type="text"/>
Approval for Physical Access is sought for the purpose of:		
<input style="width: 750px;" type="text" value="[Emergency Service Affecting / Non-Service Affecting Normal]"/>		
Address of Co-Location space	<input style="width: 450px;" type="text"/>	
Reference Date / Time of Access	<input style="width: 450px;" type="text"/>	
Estimated Duration of Access	<input style="width: 450px;" type="text"/>	
Name of Person(s) for which Physical Access is required		
1	Name of Person & NIC No / Passport No	
2		
On Behalf Of The Operator		
Sign _____		
Name	<input style="width: 150px;" type="text"/>	Name of Operator <input style="width: 150px;" type="text"/>
Designation	<input style="width: 150px;" type="text"/>	
Department	<input style="width: 150px;" type="text"/>	
Contact Number	<input style="width: 150px;" type="text"/>	Company Stamp <input style="width: 150px;" type="text"/>
Fax Number	<input style="width: 150px;" type="text"/>	
PTCL Reply To The Requesting Operator		
Application returned – incomplete / illegible		
Not Approved	Reasons for rejection	<input style="width: 200px;" type="text" value="[Reasons]"/>
Approved Subject to Details & Conditions Given in The Attached Letter of Authorization		
Alternative Date & Time	PTCL Approval Code	
On Behalf of PTCL		
Sign	<input style="width: 30px;" type="text"/>	Contact Number
Name	<input style="width: 30px;" type="text"/>	Fax No
Contact Number	<input style="width: 150px;" type="text"/>	Company Stamp
Fax Number	<input style="width: 150px;" type="text"/>	<input style="width: 150px;" type="text"/>
Processing Status		
Received Date	Processed Date	Queue Status

ATTACHMENT – F**LETTER OF AUTHORISATION FOR PHYSICAL ACCESS TO CO-LOCATION SPACE**

This Letter of Authorization is issued in conjunction with the final approval given to the request application via reference _____ date _____

It must be carried in the possession of the senior person at all time during the duration of access granted to the Co-Location space as indicated below

Location of Co-Location space granted for Access: [Location / Building Name]

1. Name & NIC No / Passport No
2. Name & NIC No / Passport No
3. Name & NIC No / Passport No

1. Approved Date of Access
2. Approved Time of Access
3. Approved Duration of Access

On Behalf of PTCL

Sign _____

Contact Number

Name

Fax No

ATTACHMENT G – AUTHORIZED PERSONNEL

S/n	Name	Company Name / Operator A's Contractor Name	NIC /Passport No	Contact Tel. No	Fax No
1					
2					
3					
4					
5					
6					
7					

