ESMIG Connectivity Services Agreements

- Q&A No. 3 -

The document addresses questions of market participants on the rights and obligations of the Network Service Providers (NSPs) stemming from the Concession Contract, which forms a basis of the negotiations on the connectivity offers with those NSPs.

Further questions on the ESMIG connectivity can be sent to: ESMIG-Connectivity@bancaditalia.it

Monthly updates of this document will be performed on the basis of new questions received and will be published as FAQ on the Banca d'Italia and ECB web sites.

1. With reference to the NSP provisioning of a PoP (as per points A1 and B1 of the Maximum Prices) our understanding is that the PoP access, telco lines and telco equipment, are provided by the NSP and the related fees (both one-off and recurrent) are included in the NSP offer. Is our understanding correct?

Yes, your understanding is correct. NSPs have an obligation to provide the said components under the terms and conditions laid down in the Concession contract. Maximum prices for items A1 and B1 set out in Attachment 1.4 to the Concession contract include one-off and recurring fees related to the provision and utilization of the said components respectively. The foregoing applies both in case of re-use of an existing connectivity solution, to the extent that such solution is re-used for ESMIG, and in case of provision of a new ESMIG-dedicated connectivity solution. Please refer also to the Q&A document No. 1 published on January 17th on NSPs’ price transparency obligations in case of bundled offers (i.e. offers concerning ESMIG and non-ESMIG connectivity services).

2. With reference to the NSP provisioning of Software and Hardware components required to access and utilize all the NSP’s services, in a secure and reliable way (points A2 and B2 of the Maximum Prices), our understanding is that the hardware and software components shall be provided by the NSP and the related fees (one-off and recurrent) must be included in the NSP offer. Is our understanding correct?

Yes, your understanding is correct. NSPs have an obligation to provide the said components under the terms and conditions laid down in the Concession contract. Maximum prices for items A2 and B2 set out in Attachment 1.4 to the Concession contract include one-off and recurring fees related to the provision and utilization of the said components. The foregoing applies both in case of re-use of an existing connectivity solution, to the extent that such solution is re-used for ESMIG, and in case of provision of a new ESMIG-dedicated connectivity solution. Please refer also to the Q&A document No. 1 published on January 17th on NSPs’ price transparency obligations in case of bundled offers (i.e. offers concerning ESMIG and non-ESMIG connectivity services).