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# **Annual Data Collection: Responses of the Office of the Regulator to Comments in Submissions**

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## Introduction

The Office of the Regulator ("OOTR") prepared a consultation document setting out proposals for improving and streamlining the collection of industry data from licensees. This data is needed to be collected to enable OOTR to discharge its functions, exercise its powers, and fulfil its duties under the Telecommunications Act.

The public consultation period was from August to September 2017.

Submissions were received from:

- Bluesky Samoa ("Bluesky")
- Digicel Samoa Limited ("Digicel")

Outlined in the attached table are the major points made in each submission and OOTR's responses and proposed actions as a result.

OOTR thanks the licensees involved for their responses and their contribution to the process and efficiency in the collection of industry data by OOTR.

No.	Reference	Topic	Comment	OOTR Response	Action
1	Digicel, p 1, 3 <sup>rd</sup> para	Protections in relation to commercial and confidential information	"A large amount of information requested would not otherwise be public knowledge and Digicel would require the comfort and confidence that the information will only be used by your office strictly for the purpose that it is being requested for, and further that it would not be circulated beyond your office."	The Regulator is authorised to collect information and to use it to fulfil the Regulator's functions and discharge the Regulator's duties under the Act. The Regulator has no further authorisation and may not use information for other purposes. The Regulator is cautious in the way information provided by licensees and others may be used and published. It is the long-standing practice of OOTR to consult with licensees about the way submissions and responses are published, and the way that numerical data is used, to ensure that confidential and commercial information is protected, and to accept appropriate redactions to strike a suitable balance between the public interest in transparency and private interest in non-disclosure of commercial and confidential data.	No specific action proposed in relation to the Annual Data Collection, but the general issue will continue to be the subject of discussion between industry stakeholders and OOTR
2	Digicel, p 1, 4 <sup>th</sup> para	Special considerations in a two-competitor market	"Digicel further submits that in a market where there are only two telecommunications players, any information inadvertently leaked, or not treated with the required sensitivity, may have adverse effects on the industry and more so to the operators."	Agreed.	No further action at this stage
3	Digicel, p 1, last para	Regular versus ad hoc data collection	"... while Digicel is inclined to agree, in principle, to providing information at set times each year rather than on an ad hoc basis, and to be based on a set data matrix as the one that has been provided ... with the Consultation Document, Digicel suggests that the information request as it is presently set out in the matrix should be reviewed and decreased so as to include only those items that are critical to the performance of the Regulator's functions	It is not a choice between ad hoc requests and regulator collections. Both have a place. If ad hoc requests were not made when special needs arise then either the regulator would not be able to address the need, or, alternatively, all requests would have to be anticipated and included in an ongoing regular data collection. Firstly, not all requirements can be anticipated, and secondly, if they could be, the size of a regular collection would be massive and inefficient. A balance needs to be struck, and the balance reviewed in the light of experience at regular intervals. It is as likely that items will be added to the regular collection	No further action at this stage

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			and the periods for which the information is reported is not more than quarterly.”	<p>as removed from it, as the issues that the Regulator deals with, and their related information requirements, change over time.</p> <p>In relation to the last comment, it is not clear whether Digicel means that the frequency of collection should be not more than quarterly or something else. Some data is only needed on an annual basis. In that case the collection of such data would be annually, and the period would be a year. Ad hoc collections occur as required and cover the data requirement that has arisen.</p>	
4	Digicel, p 2, 1 <sup>st</sup> para	Monthly data collection – an example	“As an example, as part of the data matrix, operators are being asked to provide monthly data relating to investments in the industry.” This is an example of data that should only be required on an annual basis.	<p>OOTR agrees, and that was the intention as indicated by the definition of which talks in terms of the calendar year.</p> <p>The same applies in the case of full time equivalent staff. Only one figure is required, and that is for 31<sup>st</sup> December.</p>	The columns for each month will be shaded from this sheet in the final version, leaving only the annual total to be completed.
5	Digicel, p 2, 2 <sup>nd</sup> para	Purpose of the information	“Digicel would also be interested to learn of the reasons for requesting some of the listed data and what its relevance is to the Regulator’s office or why it would be required and in what circumstances.”	Based on experience, ad hoc requests and the difficulties that OOTR has experienced in the past in obtaining the information that is listed in the spreadsheet on a timely and consistent basis, the data regularly needed to fulfil its duties and discharge its functions have been included. It is not appropriate to attempt to forecast every potential use at this stage, but actual use will be considered when the list of items is reviewed from time to time.	No further action at this stage
6	Bluesky, p 1, para # 1	Confidentiality	Bluesky is concerned about protection, storage and access to the data. In particular, “... who will have access to final outputs of this data, will it be made available, if so will it be at an aggregate	The response in Point No. 1 of this Report applies. OOTR is well aware of the specific problems of publishing any data in a two-participant market, whether aggregated or not, and will continue its previous approach to discussing each case with the	No further action at this stage

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			or operator specific level?"	relevant operators.	
7	Bluesky, p 1, para # 2	Terminology	"OOTR must provide clarity on terminology used in the document so that there is a consistent understanding in interpreting the indicators. For example, Fixed Terminal?"	Agreed. OOTR has been careful in its wording of the definition of each indicator, but also relies on operators to ask questions when completing the form. In the case of "Fixed Terminal", the term has not been used in the collection spreadsheet. However the term "fixed cellular terminal" has been used, for example in item A.2.2 in Sheet A. This covers what are usually known as SIM Boxes and other terminal types that OOTR believes would be well understood by a mobile network operator.	No further action at this stage
8	Bluesky, p 1, para # 3	Pre-paid subscriber active service definition	Bluesky suggests that the definition in Item A.1.1 in Sheet A be changed to cover services with a chargeable event in the last 30 (not 90) days to align with internal Bluesky measuring processes. Further Bluesky does not include subscribers with bad debts.	OOTR has discussed this with both Bluesky and Digicel on 6 September, and concurs with the change to 30 days. In the case of services with bad debts, if they have been deactivated for that reason at the date of measurement (last day of the month reported on) then OOTR accepts that those services will not be counted – otherwise they should be counted in the services in operation total.	The definition for item A.1.1 will be changed to 30 days.
9	Bluesky, p 1, para # 4	Chargeable minutes and messages	"We seek clarification from OOTR on the meaning of "Chargeable minutes/messages, are those carried in the licensee's network and for which the licensee may charge the caller, irrespective of whether or not an actual charge is levied on the caller."	The words of the definition should be taken literally. We are seeking information on the actual call minutes and messages carried for which a charge could have been made, whether or not it was in fact made. If the transaction is a failed call attempt it is not chargeable (we understand) and if the call is to fault reporting, emergency services and other numbers it would also not be chargeable. However, specific contract arrangements or promotional offers are, absent the details of the offers, chargeable. So if a subscriber has accepted a promotional offer that gives the subscriber 500 "free" calls, those calls, if made, are chargeable under our definition. They are not in the category that	No further action at this stage

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				would not be charged in any case.	
10	Bluesky, p 1, para # 5	14 February deadline for data returns	Bluesky recommends 31 March as the date because 14 February is "not achievable" because the audit period, staff absences at that time of year, etc.	This was discussed with the operators on 6 September, and is agreed.	The instruments will be amended to show the date for submission of the data as 31 March
11	Bluesky, p 2	A.1.1 Mobile services in operation	Whether chargeable event is based on inbound and outbound calls/messages? Also 90 day issue.	The 90 day issue is addressed in Point No. 8 of this Report. A chargeable event can be either inbound or outbound. Some active services are mainly used to receive calls – e.g. some services used by children and old people – and they should be counted.	Apart from the Action in Point No 8 above, no further action at this stage
12	Bluesky, p 2	A.1.2 Mobile broadband subscriptions	Bluesky notes that it does not offer a recurring charge for data bundle purchases.	Noted. The 90 day reference will be reduced to 30 days.	The definition for item A.1.2 will be changed to 30 days.
13	Bluesky, p 2	A.1.3 Mobile-to-mobile on-net minutes	Definition of chargeable minutes	Addressed in Point No 9 above	No further action at this stage
14	Bluesky, p 3	A.1.4 Mobile-to-mobile off-net minutes	Definition of chargeable minutes	Addressed in Point No 9 above	No further action at this stage
15	Bluesky, p 3	A.1.5 Mobile-to fixed call minutes	"Bluesky has Mobile minutes to Bluesky Fixed and Digicel Fixed? Please clarify if there is an on-net off-net split of the Mobile to Fixed call minutes."	The split was not sought, so the answer is 'no'. Calls to fixed networks would be recorded as such because the called service has a fixed service number. Calls to Digicel Fixed and Bluesky Fixed are fixed services for that reason.	No further action at this stage

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16	Bluesky, p 3	A.1.6 Outbound international call minutes	Definition of chargeable minutes	Addressed in Point No 9 above	No further action at this stage
17	Bluesky, p 3	A.1.7 On-net SMS	Definition of chargeable messages	Addressed in Point No 9 above	No further action at this stage
18	Bluesky, p 5	A.2.2 Services in operation in fixed cellular terminals	"Please clarify why the prepaid definition in A.1.1 does not include fixed cellular terminals."	A.1.1 refers to mobile services – that is services that can be recognised as mobile services with a mobile service number.	No further action at this stage
19	Bluesky, p 5	A.2.3 Mobile broadband subscriptions	Bluesky cannot differentiate subscribers based on technology type (4G/3G/2G).  "What about those who do casual broadband? E.g. pay as you go?"	In that case the response will include all subscribers with access to download data rates of 256 kbit/s or higher. Casual pay as you go subscribers should be included if they have used the service in the last 30 days (was 90 days)	All references to 90 days will be amended to 30 days, otherwise no further action at this stage
20	Bluesky, p 12	B.1.16 xDSL internet access	Bluesky: "We don't record the technology used in delivery of the service. It is not possible to provide revenues under this indicator."  [Note that this applies to B.1.17, B.2.16, and B.2.17]	Noted. If that remains the case then Bluesky should note the return accordingly. At the time OOTR will reconsider the matter and decide whether a special survey or sampling is required.	No further action at this stage
21	Bluesky, p 16	Heading C.1	Bluesky seeks clarification on the correct heading	Noted. OOTR will rename this heading as "C. Other measures"	Revise the collection document accordingly