



## Telecom Decision CRTC 2004-38

Ottawa, 9 June 2004

### Application from Call-Net seeking relief from TCI's alleged non-compliance with bundling rules

Reference: 8661-C25-06/02

*In this decision, the Commission directs TELUS Communications Inc. (TCI) either to file a tariff with an imputation test for the services provided to Petro-Canada Corporation (Petro-Canada) pursuant to a Master Services Agreement within 60 days, or to cease and desist providing those services to Petro-Canada within 60 days. The Commission finds that the services provided by TCI to each of Crystal Glass, BC Ferries Corporation and the Insurance Corporation of British Columbia do not constitute a bundle within the Commission's definition.*

#### Introduction

1. The Commission received an application dated 23 December 2002 from Call-Net Enterprises Inc. (Call-Net), filed on behalf of itself and its affiliate Sprint Canada Inc. (Sprint Canada). The application was filed pursuant to Part VII of the *CRTC Telecommunications Rules of Procedure*. Call-Net alleged that TELUS Communications Inc. (TCI) was not complying with the rules established by the Commission for the bundling of tariffed and forborne services.
2. TCI filed its response to Call-Net's application on 28 January 2003 and Call-Net filed its reply comments on 10 February 2003. In addition, the Commission addressed interrogatories to TCI on 10 January, 28 May, 18 July and 18 August 2003. TCI filed interrogatory responses on 28 January, 13 June, 25 July and 5 September 2003, respectively.

#### Regulatory framework

3. The bundling rules currently applicable to the incumbent local exchange carriers (ILECs) were established in a number of decisions, including: *Review of regulatory framework*, Telecom Decision CRTC 94-19, 16 September 1994 (Decision 94-19); *Local competition*, Telecom Decision CRTC 97-8, 1 May 1997; *Joint marketing and bundling*, Telecom Decision CRTC 98-4, 24 March 1998 (Decision 98-4); *Stentor Resource Centre Inc. – Forbearance from regulation of interexchange private line services*, Telecom Decision CRTC 97-20, 18 December 1997; *Bundling framework developed for customer-specific arrangements*, Order CRTC 2000-425, 19 May 2000 (Order 2000-425); *Call-Net Enterprises Inc. – Request to lift restrictions on the provision of retail digital subscriber line Internet services*, Telecom Decision CRTC 2003-49, 21 July 2003; and *Shaw Communications G.P.v. TELUS Communications Inc. – Violation of bundling safeguards*, Telecom Decision CRTC 2004-23, 2 April 2004 (Decision 2004-23).
4. In section III of Decision 98-4, the Commission described bundling as follows:  

...the Commission in Decision 94-19 stated that "the term bundling generally refers to a situation where one rate covers a number of service elements", and that bundling includes "situations where there may be

separate rate elements for each service element, but a number of service elements are aggregated for purposes of applying volume discounts, with the result that the discount available is greater than it would be were the service elements not aggregated". In *Forbearance – Regulation of Toll Services Provided by Incumbent Telephone Companies*, Telecom Decision CRTC 97-19, 18 December 1997 (Decision 97-19) and *Stentor Resource Centre Inc. – Forbearance From Regulation of Interexchange Private Line Services*, Telecom Decision CRTC 97-20, 18 December 1997, (Decision 97-20) the Commission also described bundling as the inclusion of different services or service elements under a rate structure. The Commission noted that this rate structure may be a single rate, a set of rates for various service elements, and/or rates for one or more service elements which are dependent on the usage of other services.

5. In Decision 2004-23, the Commission considered that, to constitute a bundle, there must not only be a single rate or single rate structure, but also a benefit, financial or otherwise, arising from the aggregation of the services.
6. In Order 2000-425, the Commission established the rules for customer-specific arrangements (CSAs) that bundle tariffed telecommunications services with non-tariffed and/or non-telecommunications services. Under these rules, ILECs are required to file tariffs for bundles which encompass tariffed and non-tariffed and/or non-telecommunications services together with an imputation test analysis using the imputation test framework set out in Order 2000-425.

### **Call-Net's application**

7. Call-Net asserted that TCI entered into four CSAs, each of which included tariffed and forborne services. Call-Net asserted that the pricing of each of the combination of services was conditional upon the customer committing its total telecommunications expenditure, including tariffed services, to TCI. Call-Net submitted that these four cases are actual examples of business customer prospects whose businesses were won by TCI in the month of November 2002 as a result of bundled CSAs for which TCI failed to file a tariff with the Commission. Call-Net identified the following as CSA recipients: Crystal Glass, BC Ferries Corporation (BC Ferries), Petro-Canada Corporation (Petro-Canada) and the Insurance Corporation of British Columbia (ICBC).
8. Call-Net submitted that the Commission had stated on several occasions that the ILECs' failure to comply with competitive safeguards, such as the bundling and winback rules, was harmful to competition, and would not be tolerated. Call-Net submitted that TCI's continuing disregard of the rules called for strict enforcement measures. Accordingly, Call-Net requested that the Commission:
  - a) order TCI to file with the Commission all information pertaining to the CSAs listed above, including TCI's competitive proposals to the respective customers and the final contracts<sup>1</sup>;

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<sup>1</sup> TCI filed the pertinent information in response to the Commission's interrogatories referenced in paragraph 2 of this decision.

- b) declare TCI to be in breach of section 25 of the *Telecommunications Act* (the Act);
- c) direct TCI to file a tariff for each CSA or contract identified in the application, together with an imputation test analysis using the Commission's imputation test framework as set out in Order 2000-425;
- d) direct TCI to advise the customers that the CSAs and any accompanying contractual agreements are null and void for statutory and regulatory non-compliance, and advise the customers of their rights to seek alternative providers;
- e) direct TCI to file all other CSAs that are not included in this application that TCI and/or any of its affiliates may have entered into since the filing of TCI's report on 22 November 2002 and to file a tariff for each of these contracts, together with an imputation test analysis using the Commission's test framework as set out in Order 2000-425;
- f) direct TCI to submit all future contracts of this nature to the Commission and to file a tariff for each CSA bundle in the future, together with an imputation test analysis using the Commission's test framework as set out in Order 2000-425; and
- g) issue a consent pursuant to subsection 73(5) of the Act for Call-Net to prosecute TCI.

### **TCI's general comments**

- 9. TCI submitted that the particular types of "bundles" that are subject to the requirement to file and seek approval of a tariff, including filing an imputation test, are bundles that include a tariffed service or a number of tariffed services. Further, TCI submitted that any forborne or non-tariffed service offering that provided for reduced rates or some other benefit dependent on the customer committing to spend a certain sum of money with TCI, does not constitute a tariffable bundle so long as the customer's total expenditure does not include tariffed services.
- 10. TCI also submitted that none of the four cases cited by Call-Net appeared to involve a request or demand for a proposal or bid that included a price for a "package of mandatory services". TCI indicated that tariffed and non-tariffed services in one of the cases were included in the same proposal/Statement of Work (SOW) that was presented to the customer. However, TCI submitted that the mere presence of multiple services, including tariffed and non-tariffed services, addressed in a single proposal or SOW, did not immediately transform the arrangement into a bundle, so long as the proposal or SOW did not make any of the rates, discounts, rebates or other benefits that may be available under the proposal or SOW in any way conditional on the customer using, purchasing or acquiring any of the ILEC's tariffed services.

11. As noted above, Call-Net's application concerned arrangements between TCI and four customers: Crystal Glass, BC Ferries, ICBC and Petro-Canada. Each specific case is addressed below.

### **Case 1 – Crystal Glass**

#### ***Call-Net's position***

12. Call-Net stated that Crystal Glass had been a customer of Sprint Canada for more than three years until it lost the virtual private network (VPN) and long distance (LD) business to TCI in November 2002. Call-Net indicated that Sprint Canada had been advised by the customer that TCI had won the business as a result of aggressive pricing. Call-Net also stated that Crystal Glass had advised Sprint Canada that the main pre-condition to TCI's pricing was that the customer must commit all of its telecommunications expenditures to TCI. Call-Net argued that, as such, the entirety of the customer's telecommunications requirements were removed from Sprint Canada to TCI, except for some minor Frame Relay services which TCI was unable to provide. Call-Net was of the view that TCI offered the customer a considerable discount on a customer-specific package that combined several tariffed services with non-tariffed services. The discount was also conditional upon obtaining the customer's total telecommunications expenditure.

#### ***TCI's response***

13. TCI stated that the majority of the recent contracts between TCI and Crystal Glass had been based on the customer's wish to: improve support; replace their existing VPN hardware; and replace or upgrade the existing wide area network (WAN) and Internet services that it obtained from at least four different service providers.
14. TCI indicated that Crystal Glass required sufficient bandwidth and reliability to implement specific software that Crystal Glass had purchased. TCI also indicated that these contracts were entered into by Crystal Glass with a view to its future needs. TCI further stated that other vendors, including Sprint Canada and Compusmart, were also contacted by, and proposed solutions for, Crystal Glass. TCI indicated that the contract for these services, signed on 13 November 2002, did not include the replacement of any of the Frame Relay services that Sprint Canada supplied to Crystal Glass.
15. TCI submitted that, as the negotiations neared completion, the customer had asked that a provision for an annual review of LD rates (contained on the first page of the five-year contract for LD services signed on 10 April 2001) be included so as to more closely reflect current market pricing. TCI stated that it had agreed and that a new contract, with only rates and end-dates changed, was signed on 13 November 2002, the same day as the WAN contract. According to TCI, neither contract involved tariffed services and the customer was never told nor led to believe that it must commit all of its telecommunications expenditure to TCI, nor had it done so.

### *Call-Net's reply*

16. Call-Net submitted that the Crystal Glass contracts clearly involved tariffed services. Call-Net noted that, although TCI stated that the arrangement included "WAN", TCI's position was that an arrangement to provide access and transport to configure a customer's WAN did not include tariffed services. Call-Net submitted that WAN was simply a service provided using several tariffed network access and link facilities and forborne interexchange transport facilities. Call-Net noted that, in response to the Commission's determination in *Large Capacity Digital Network Access Service Special Facilities Tariff*, Telecom Order CRTC 2002-334, 13 August 2002, TCI recently filed Tariff Notice 65. In Tariff Notice 65, TCI proposed to introduce two new General Tariff services to permit the provisioning of "Ethernet Access Service" and "OC-3 Digital Network Access", respectively. Call-Net pointed out that item 519.1 of the proposed tariff stated that "Ethernet Access Service provides network access facilities for Customer Wide Area Network service". Call-Net stated that the tariff filings showed that the WAN service consisted primarily of tariffed access and link elements. Call-Net submitted that the WAN arrangement entered into between TCI and Crystal Glass clearly included tariffed services and/or tariffed elements.

### *Commission analysis and determination*

17. The Commission notes that the agreements in question are an Internetworking Agreement and a Long Distance Service Agreement, both dated 13 November 2002.
18. In Decision 97-19, the Commission forbore from regulating the rates for toll services provided by the ILECs.
19. In *Forbearance granted for telcos' wide area network services*, Order CRTC 2000-553, 16 June 2000 (Order 2000-553), WAN services are described as linking customers' local area networks (LANs) at various locations using Ethernet, token ring or asynchronous transfer mode protocols.
20. In this case, the Internetworking Agreement provides for the interconnection of Crystal Glass's geographically-dispersed LANs using the Ethernet protocol. The Commission finds that this service falls within the definition of a WAN, as set out in Order 2000-553. In that order, the Commission decided to forbear from the regulation of the provision of WAN services in light of the degree of competition in the WAN market.
21. In light of the above, the Commission finds that the services being provided under these contracts are both forborne. Consequently, the Commission finds that in this case TCI has not contravened the Commission's bundling rules.

## **Case 2 – BC Ferries**

### *Call-Net's position*

22. Call-Net stated that BC Ferries had been a long-term client of Sprint Canada, having signed with Sprint Canada initially in 1998 for LD services. Call-Net stated that BC Ferries issued a request for proposals (RFP) document in October 2002 that solicited bids for their telecommunications services. Call-Net submitted that the customer initially expressed satisfaction with Sprint

Canada's proposal. However, Sprint Canada was advised in November 2002 that the customer had no choice but to give the business to TCI. Call-Net further submitted that Sprint Canada was informed that TCI had asked the customer what it would take to win all of the customer's telecommunications requirements. As such, the customer was required to make a spending commitment to TCI not only for LD but also for the private automatic branch exchange and telephone equipment portion of the RFP. Call-Net indicated that TCI had offered the customer aggressive, substantially discounted pricing on all of the customer's telecommunications requirements (including tariffed and non-tariffed services). Call-Net stated that TCI's discount pricing was conditional on the customer committing its entire telecommunications expenditure to TCI.

***TCI's response***

23. TCI indicated that BC Ferries had contracted its management of telecommunications to Norstan Communications (Norstan) in May 2002. TCI stated that a contract for LD with Sprint Canada was due to expire in mid-summer 2002, but was extended until December 2002. TCI further stated that Norstan issued an RFP for LD services on 2 October 2002, which had provision for creative, unique or customized proposals outside the scope of the RFP. TCI stated that when it filed its response to the RFP for LD services on 28 October 2002, TCI's bid was only for the range of LD services, and not for equipment nor any other telecommunications service. TCI further stated that it was verbally notified by Norstan on 15 November 2002 that TCI was the successful bidder based on the evaluation criteria for the RFP. TCI participated in a conference call with representatives of Norstan and BC Ferries, on 19 November 2002, to discuss contract details and implementation issues. The inbound, outbound and calling card services were converted to TCI in early December 2002. TCI indicated that the contract was expected to receive final executive sign-off by BC Ferries on 24 January 2003.
24. TCI noted that this contract dealt only with LD services. TCI stated that it did not file a proposal in its response to the RFP that included any other type of service, let alone any tariffed services. TCI submitted that at no time was there a requirement that the customer commit all of its telecommunications expenditure to TCI, nor has it done so.

***Call-Net's reply***

25. Call-Net noted TCI's claim that the arrangement with BC Ferries related only to LD services. Call-Net stated that it believed TCI had also provided other tariffed services to this customer and that the LD arrangement that TCI disclosed was only part of an overall arrangement to continue to provide BC Ferries with a combination of tariffed and non-tariffed services. Call-Net indicated that it is important to note that Sprint Canada was the existing LD provider to BC Ferries. Call-Net argued that, considering that LD pricing was already as low as it could get, there was really little room to compete on pricing for the LD business alone.
26. Call-Net submitted that the only alternative to capture the business away from Sprint Canada was for TCI to offer other aggressive benefits on tariffed services that Sprint Canada did not provide. Call-Net noted TCI's statement that the customer "issued an RFP for LD that had provision for creative, unique or customized proposals outside the scope of the RFP". Call-Net stated that it expected that a complete and full disclosure would reveal that the alleged "creative,

unique or customized proposals outside the scope of the RFP" meant nothing more than alternative ways to provide the customer with added incentives via tariffed services that were outside the main RFP. Call-Net noted that the normal negotiation in such a case would see the client return to the existing LD provider (in this case, Sprint Canada) to determine if that provider was in a position to match the competitor's offer. Call-Net submitted that, in the case of BC Ferries, the TCI offer was so overwhelmingly attractive that neither the client nor their agent, Norstan, sought input from the existing LD provider, Sprint Canada, in terms of matching the offer. Call-Net submitted that there was no room for such overwhelmingly compelling discounts in LD. Call-Net stated that it was confident that the Commission's careful review of TCI's complete proposal would show that the benefits were from tariffed services.

27. Call-Net argued that the fact that there was no explicit "contingent tie" between the new LD arrangement with BC Ferries and tariffed services was not a conclusive indication that this was not a tariffable bundle. Call-Net stated that it was confident that if TCI fully disclosed all its service arrangements with BC Ferries, including the existing arrangement related to tariffed services, the Commission would see clearly that the overall relationship could only be interpreted as one in which the benefits of pricing, service level agreements and terms and conditions have been provided to BC Ferries in relation to the provision of a combination of services that included tariffed services.

#### ***Commission analysis and determination***

28. In response to an interrogatory from the Commission, TCI filed stand-alone LD agreements executed with customers between 1 June 2002 and 31 May 2003. A review of the LD contracts provided by TCI show that there were stand-alone LD rates available to other customers, in similar circumstances, which were lower than the LD rates given to BC Ferries at that time. Furthermore, having examined the terms and conditions of the BC Ferries' agreement and the stand-alone LD agreements, the Commission is satisfied that the former are not more favourable than the latter.
29. Commission staff also requested TCI to file all contracts between itself and BC Ferries that were executed between 1 June 2002 and 31 May 2003. Having reviewed the contracts that were filed by TCI, the Commission finds that the tariffed services are being provided in accordance with the relevant tariff. The Commission also finds that these contracts were executed separately over a four-month period and do not appear to be linked. The Commission finds no evidence that the rate received by BC Ferries for LD is contingent upon BC Ferries receiving any other service.
30. In light of the above, the Commission finds that there has not been a violation of the Commission's bundling rules with respect to the agreements between TCI and BC Ferries.

### **Case 3 - ICBC**

#### ***Call-Net's position***

31. Call-Net indicated that ICBC's telecommunications spending, as of October 2002, was split approximately as follows: TCI with 90%, while Sprint Canada and AT&T Canada Corp. (now Allstream Corp.) had 5% each. Call-Net stated that in October 2002, ICBC initiated an informal competitive bid for its LD and toll-free requirements. Call-Net further stated that

Sprint Canada was notified by ICBC in November 2002 that not only did Sprint Canada not win any new business, but that it had lost its existing business with ICBC to TCI. Call-Net asserted that, as in several previous competitive bids, TCI won with a very aggressive proposal with substantial discounts on the pricing of the entire bundle of tariffed and non-tariffed services. Call-Net submitted that the proposal included the pre-condition that ICBC must commit all its telecommunications expenditure to TCI.

*TCI's response*

32. TCI stated that it had a three-year contract with ICBC to provide toll-free services. TCI submitted that the customer requested that this contract, which expired at the end of February 2002, be extended, on a month-by-month basis, for up to a year. TCI stated that in early October 2002, it was advised by ICBC that it had had an unsolicited offer from Sprint Canada regarding LD, including toll-free services. TCI was asked to respond with a proposal that included toll-free, calling card and outgoing LD. TCI indicated that, at a presentation to ICBC regarding toll-free services, there was some discussion about outgoing toll and that ICBC requested TCI to follow up with a written offer that included the three service categories covered by the Sprint Canada proposal. TCI submitted that Sprint Canada had apparently also proposed to assume the Megalink services currently provided by TCI, on the basis of competitor discounts available to carriers. TCI stated that it advised ICBC that any TCI offer with regard to Microlink and Megalink services would need to be in strict accordance with tariffed rates.
33. TCI submitted that, following clarification of various terms of the TCI offer, ICBC decided to transfer its outgoing LD business to TCI from Sprint Canada, despite being offered somewhat lower rates by Sprint Canada. TCI further submitted that no services other than LD (incoming and outgoing) were at issue in the TCI offer, no bundle was offered and there was no pre-condition for all of ICBC's telecommunication business to be given to TCI nor was it, in fact, given.

*Call-Net's reply*

34. Call-Net submitted that TCI's answers relating to the absence of an explicit contingent tie between tariffed and non-tariffed services does not provide a complete nor sufficient answer.
35. Call-Net submitted that, based on the requests received by Sprint Canada, ICBC was looking for reduced rates on their entire telecommunications spending. In fact, in responding to the request, Sprint Canada supplied quotes for services obtained under tariff from TCI, such as Megalink. Call-Net argued that, because Sprint Canada was quoting rates based on TCI tariffs in response to the same request as TCI, it was simply preposterous for TCI to claim that its proposal did not include tariffed services nor elements. Call-Net submitted that there was simply no other way to respond to ICBC's requests without including tariffed services.
36. Call-Net stated that it believed that a review of the proposal would indicate that TCI provided considerable discounts on tariffed services to the customer using the local business contract option and loyalty discounts to provide ICBC with significant discounts on their tariffed local access services.



### *Commission's analysis and determination*

37. Commission staff asked TCI to provide all agreements with ICBC that were executed on or about the same time as its LD agreement. In response, TCI filed:
  - a WAN Service agreement that was signed three months before the LD agreement;
  - an agreement for Microlink signed by ICBC on the same day as the LD agreement; and
  - an agreement for Megalink that was signed about two weeks later.
38. Commission staff also asked TCI to file all stand-alone LD agreements executed with customers between 1 June 2002 and 31 May 2003.
39. Having reviewed the agreements filed by TCI, the Commission finds that the agreements for tariffed services included the appropriate tariffed rates, terms and conditions.
40. The Commission also finds that the terms and conditions of the ICBC LD agreement are not more favourable than the terms and conditions of the other LD agreements.
41. In addition, the Commission was unable to find any evidence of a contingent tie among the agreements.
42. In light of the above, the Commission finds that the agreements between ICBC and TCI do not violate the Commission's bundling rules.

### **Case 4 – Petro-Canada**

#### *Call-Net's position*

43. Call-Net indicated that Petro-Canada was under contract with TCI for LD and toll-free services and that the contract with TCI was due to expire at the end of 2002. Call-Net stated that Sprint Canada was informed of an opportunity to bid for Petro-Canada's LD and toll-free requirements. Call-Net further stated that early in November 2002, Sprint Canada was advised that TCI had submitted an unsolicited and aggressively priced offer for Petro-Canada's LD and toll-free services. Call-Net argued that, although TCI had a right of first refusal in respect of Petro-Canada's LD and toll-free requirements, a substantially discounted offer was made contingent upon TCI acquiring the entire telecommunications expenditure of Petro-Canada for a period of three years (a two-year contract with one-year option). Call-Net stated that Petro-Canada declined Sprint Canada's proposal to participate in the bidding process, advising Sprint Canada that TCI alone was in negotiations with Petro-Canada.

#### *TCI's response*

44. TCI indicated that Petro-Canada had issued RFPs for its data services, and TCI responded to each of these. TCI stated that Petro-Canada did not issue an RFP for voice services, apparently convinced that the value of such services provided by TCI had been proven over the years. TCI submitted that the customer had expressed a wish to simplify its procurement

activities, and asked that TCI combine its various contracts under a Master Service Agreement (MSA), with standard contracts for various services that TCI provided as appendices. According to TCI, such a master agreement has been in place since March 2001.

45. TCI submitted that, while one piece of correspondence with Petro-Canada inappropriately used the word "bundled" as a description of this combination of services with an MSA and the timing of proposals, that word was not used in the manner nor with the same meaning as used by the Commission. Rather, TCI submitted that it reflected the customer's expressed wish for a complete solution to all of its desired services in one proposal document rather than over a staggered period. TCI argued that, given that there is a "no bundling" clause in the over-arching MSA, which had already been in place for some time, it was clearly understood by both parties that bundling in the manner alleged by Call-Net was not intended, nor could it occur. TCI stated that the customer was willing to attest that:

- the LD business retained by TCI was not linked by TCI at any time to any tariffed services, or indeed any non-LD services;
- Petro-Canada was never led to believe that it would be so linked; and
- it was well aware that TCI could not enter into an arrangement that makes the taking of a forborne service by a customer conditional upon the taking of a tariffed service, unless a tariff is filed for the bundled arrangement.

46. TCI submitted that in the actual proposal submitted to Petro-Canada there was no contingent tie between contracting for tariffed services and the other services being proposed.

***Call-Net's reply***

47. Call-Net noted that TCI claimed that although one piece of correspondence from TCI to the customer described the arrangement as "bundled", it was in fact not intended to have the same meaning as that used by the Commission. Call-Net argued that there could be no better evidence of the intent and expectations of the parties to an arrangement than how they voluntarily describe it.

***Commission's analysis and determination***

48. The Commission notes that the proposal submitted to Petro-Canada by TCI included both tariffed and non-tariffed services with separate agreements for each service. The agreements for these individual services are included as SOWs in an MSA between Petro-Canada and TCI Advanced Communications, a division of TCI Services Inc. which was filed in confidence with the Commission.

49. The Commission further notes that the tariffed services are provided at tariffed rates, terms and conditions. In addition, the MSA includes a provision stating that where there is any conflict between the terms and conditions of the MSA or a SOW in respect of tariffed services and any tariff, ruling, decision or order of the Commission, the applicable tariff, decision, ruling or order shall prevail.

50. In order to determine if the combination of services violates the Commission's bundling rules, it is necessary to determine whether TCI conferred a benefit on Petro-Canada conditional upon Petro-Canada obtaining one or more of the services.
51. Having reviewed the MSA, which TCI submitted under a claim of confidentiality, the Commission is of the view that the MSA contains a combination of contractual terms and conditions that are advantageous to Petro-Canada and that would not be made available to Petro-Canada if the services were contracted individually without an MSA. Accordingly the Commission finds that the MSA confers a benefit on Petro-Canada in relation, for example, to most favoured customer treatment, reports, invoicing, liability and insurance and the service falls within the Commission's definition of bundling.
52. Accordingly, the Commission finds that TCI has contravened section 25 of the Act, which prohibits Canadian carriers from providing a telecommunication service except in accordance with an approved tariff.
53. The Commission therefore directs TCI either to file a proposed tariff together with an imputation test for the services provided to Petro-Canada pursuant to the MSA within 60 days, or to cease and desist providing these services to Petro-Canada within 60 days.
54. If TCI decides to file a proposed tariff for services provided to Petro-Canada, together with an imputation test analysis using the Commission's imputation test framework as set out in Order 2000-425, the Commission directs TCI to adhere to the tariff filing requirements for CSAs outlined in Order 2000-425.

Secretary General

*This document is available in alternative format upon request and may also be examined at the following Internet site: <http://www.crtc.gc.ca>*