appearing on telephone bills must clearly and conspicuously notify sub-
scribers of this option at the point of
sale, on each telephone bill, and on
each carrier’s Web site.

EFFECTIVE DATE NOTE: At 77 FR 30919, May 24, 2012, § 64.2401 was amended. Paragraphs
(a)(3) and (f) contain information collection
and recordkeeping requirements and will not
become effective until approval has been
given by the Office of Management and
Budget.

Subpart Z—Prohibition on Exclu-
sive Telecommunications
Contracts

SOURCE: 66 FR 2334, Jan. 11, 2001, unless
otherwise noted.

§ 64.2500 Prohibited agreements.

(a) No common carrier shall enter
into any contract, written or oral, that
would in any way restrict the right of
any commercial multiunit premises
owner, or any agent or representative
thereof, to permit any other common
carrier to access and serve commercial
tenants on that premises.

(b) No common carrier shall enter
into or enforce any contract, written
or oral, that would in any way restrict
the right of any residential multiunit
premises owner, or any agent or rep-
resentative thereof, to permit any
other common carrier to access and
serve residential tenants on that prem-
ises.

[73 FR 28057, May 15, 2008]

§ 64.2501 Scope of limitation.

For the purposes of this subpart, a
multiunit premises is any contiguous
area under common ownership or con-
trol that contains two or more distinct
units. A commercial multiunit prem-
ises is any multiunit premises that is
predominantly used for non-residential
purposes, including for-profit, non-
profit, and governmental uses. A resi-
dential multiunit premises is any mul-
tiunit premises that is predominantly
used for residential purposes.

[73 FR 28057, May 15, 2008]

§ 64.2502 Effect of state law or regula-
tion.

This subpart shall not preempt any
state law or state regulation that re-
quires a governmental entity to enter
into a contract or understanding with
a common carrier which would restrict
such governmental entity’s right to ob-
tain telecommunications service from
another common carrier.

Subpart AA—Universal Emergency
Telephone Number

SOURCE: 67 FR 1649, Jan. 14, 2002, unless
otherwise noted.

AUTHORITY: 47 U.S.C. 151, 154(i), 154(j), 157,
160, 210, 212, 216, 218, 219, 251(e), 301, 303, 306, 308, 309(j),
and 310.

§ 64.3000 Definitions.

(a) 911 calls. Any call initiated by an
end user by dialing 911 for the purpose
of accessing an emergency service pro-
vider. For wireless carriers, all 911 calls
include those they are required to
transmit pursuant to §20.18 of the Com-
mission’s rules.

(b) Appropriate local emergency author-
ity. An emergency answering point that
has not been officially designated as a
Public Safety Answering Point (PSAP),
but has the capability of receiving 911
calls and either dispatching emergency
services personnel or, if necessary, re-
laying the call to another emergency
service provider. An appropriate local
emergency authority may include, but
is not limited to, an existing local law
enforcement authority, such as the po-
lice, county sheriff, local emergency
medical services provider, or fire de-
partment.

(c) Public Safety Answering Point
(PSAP). A facility that has been des-
ignated to receive 911 calls and route
them to emergency services personnel.

(d) Statewide default answering point.
An emergency answering point des-
ignated by the State to receive 911
calls for either the entire State or
those portions of the State not other-
wise served by a local PSAP.

§ 64.3001 Obligation to transmit 911
calls.

All telecommunications carriers
shall transmit all 911 calls to a PSAP,
Federal Communications Commission

§ 64.3002 Transition to 911 as the universal emergency telephone number.

As of December 11, 2001, except where 911 is already established as the exclusive emergency number to reach a PSAP within a given jurisdiction, telecommunications carriers shall comply with the following transition periods:

(a) Where a PSAP has been designated, telecommunications carriers shall complete all translation and routing necessary to deliver 911 calls to a PSAP no later than September 11, 2002.

(b) Where no PSAP has been designated, telecommunications carriers shall complete all translation and routing necessary to deliver 911 calls to the statewide default answering point no later than September 11, 2002.

(c) Where neither a PSAP nor a statewide default answering point has been designated, telecommunications carriers shall identify an appropriate local emergency authority, based on the exercise of reasonable judgment, and complete all translation and routing necessary to deliver 911 calls to such appropriate local emergency authority no later than September 11, 2002.

(e) Once a PSAP is designated for an area where none had existed as of December 11, 2001, telecommunications carriers shall complete the translation and routing necessary to deliver 911 calls to such appropriate local emergency authority no later than September 11, 2002.

§ 64.3003 Obligation for providing a permissive dialing period.

Upon completion of translation and routing of 911 calls to a PSAP, or to an appropriate local emergency authority as set forth in §64.3002.

§ 64.3004 Obligation for providing an intercept message.

Upon termination of permissive dialing, as provided under §64.3003, telecommunications carriers shall provide a standard intercept message announcement that interrupts calls placed to the emergency service provider using either a seven- or ten-digit emergency number or an abbreviated dialing code other than 911 and informs the caller of the dialing code change.

Subpart BB—Restrictions on Unwanted Mobile Service Commercial Messages


§64.3100 Restrictions on mobile service commercial messages.

(a) No person or entity may initiate any mobile service commercial message, as those terms are defined in paragraph (c)(7) of this section, unless:

(1) That person or entity has the express prior authorization of the addressee;

(2) That person or entity is forwarding that message to its own address;

(3) That person or entity is forwarding to an address provided that:

(i) The original sender has not provided any payment, consideration or