



سلطنة عُمان
Sultanate of Oman



هيئة تنظيم الاتصالات
Telecommunications Regulatory Authority

Annex - 1

Decision on Ooredoo's RAIO (Non-price Terms)

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1. Introduction

The Telecommunications Regulatory Authority (TRA) of the Sultanate of Oman completed its first market review in 2013 and issued the Market Definition and Dominance (MDD) Decision No. 74/2013 issued on 13th August 2013. As per the said decision, Ooredoo was declared to have dominant position, either singly or jointly, in a number of retail and wholesale markets. The MDD Decision imposed a number of ex-ante remedies to guard against the risk of harm from dominant licensees. These remedies included, among others, a requirement for Omantel to publish a Reference Access and Interconnection Offer (RAIO).

The RAIO is a critical tool for the proper functioning of a competitive telecommunications market. The Telecommunications Regulatory Act (the Act) provides that the TRA shall require the dominant operators to publish a Reference Access & Interconnection Offer which will enable the other licensees to seek access and interconnection services on reasonable and non-discriminatory terms¹.

In order to implement the MDD decision, the TRA initiated the process to promulgate required regulation and subsequently issued the Access and Interconnection Regulation (A&I Regulation) through its Decision No. 25/2016 on 17th April 2016.

Earlier, the TRA provided the final draft of the A&I Regulation to the dominant licensees on 13th April 2015 in order to provide them sufficient time to develop their draft RAIOs and to submit the same to the TRA as per the timeline prescribed under the A&I Regulation.

2. Review Process for First Draft RAIO

With the issuance of the A&I Regulation, the TRA requested Ooredoo on 18th April 2016 to submit its First Draft RAIO by 29th May 2016 as required by the A&I Regulation. This First Draft RAIO was required to cover the terms and conditions for the provision of Access and Interconnection services and the associated charges, duly supported with cost models. Ooredoo submitted its First Draft RAIO on 29th May 2016. The TRA conducted an initial review of the First Draft RAIO pursuant to Article 50 of the Regulation. This review revealed that:

- Ooredoo did not provide any supporting costing models for the charges proposed in its First Draft RAIO;
- The First Draft RAIO was lacked the required confirmation from Ooredoo's CEO that the First Draft RAIO fully met the minimum scope, content and format requirements set out in the A&I Regulation.

These deficiencies were shared with Ooredoo on 30th May 2016.

¹ See Article (46) Repeated and Article (46) Repeated (1) of the Act

The TRA shared its additional observations with Ooredoo on 7th June 2016. Pursuant to Article 51 of the Regulation, Ooredoo was required to resubmit the First Draft RAIO by 14th June 2016, addressing the TRA's observations.

Ooredoo resubmitted the First Draft RAIO along with a cost model and responses to a number of the observations made by the TRA in its correspondence of 7th June 2016.

On 26th June 2016, the TRA conveyed to Ooredoo that pursuant to it having been found dominant in Market 13 of the MDD Decision and as part of the relevant remedies relating to that market, Ooredoo was required to include the WLR service in its RAIO. Therefore, the TRA required Ooredoo to prepare a separate provision/schedule covering the WLR service in accordance with the A&I Regulation and to submit the same to the TRA latest by 3rd July 2016.

On 3rd July 2016, Ooredoo responded that it was not clear about the definition of the WLR service under Market 13 of the MDD Decision. On 4th July 2016, the TRA advised Ooredoo to refer to Annex 3.3 of the A&I Regulation, which provides the definition of WLR.

Ooredoo again approached the TRA on 11th July 2016, indicating that as per the definition of WLR service in the A&I Regulation, the WLR service is a line used for telephone calls and not broadband, hence in its view the WLR service should fall under Market 12 (Wholesale Network Infrastructure Access at fixed location).

The TRA indicated to Ooredoo on 19th July 2016 that it was of the opinion that the First Draft RAIO appears to meet the minimum scope, content and format requirements set out in the Regulation, save for the failure of Ooredoo to include the WLR service in the RAIO. Resultantly therefore and pursuant to Article 52 of the Regulation, Ooredoo was required to publish the First Draft RAIO for consultation (in Word and PDF format) in a prominent place on its website within no more than two (2) calendar days. On 25th July 2016, Ooredoo confirmed it had uploaded its First Draft RAIO to its website.

The TRA also directed Ooredoo to prepare separate provisions/schedules covering the WLR service and to add the Draft WLR Schedule to the its website for public review by 31st July 2016.

The TRA announced on 26th July 2017 that Ooredoo's First Draft RAIO had been published on Ooredoo's website² and that it (the TRA) would shortly commence a formal Consultation (the Consultation) on the First Draft RAIO. The TRA also highlighted in its announcement that a further schedule for the provision of the WLR service will be added by Ooredoo to its published Draft RAIO, with the TRA then notified of this addition for stakeholders to review.

² Available at <https://www.ooredoo.om/AboutOoredoo/Wholesale.aspx>

On 27th July 2016, Ooredoo submitted its draft WLR service Annex, which was later published on Ooredoo's website.

On 7th August 2016, the TRA published the Consultation on the First Draft RAIO³. Respondents were required to:

- (i) provide their responses to the questions raised in the Consultation Document (26 in total) latest by 6th September 2016.
- (ii) in accordance with Articles 53-57 of the A&I Regulation, provide their comments on the published First Draft RAIOs latest by 20th September 2016 to the respective dominant licensee, whilst copying the same to the TRA.

Following publication of the Consultation, a number of parties approached the TRA requesting an extension to the consultation period. On 1st September 2016, the TRA extended the deadlines from 6th September 2016 and 20th September 2016 to 20th September 2016 and 4th October 2016 respectively.

The TRA received responses on the Consultation from Omantel, Ooredoo, Zajel, TeO, Renna and OBC⁴. Additionally, Omantel, Renna and TeO provided their comments/suggested changes on/to Ooredoo's First Draft RAIO⁵.

On 11th October 2016, Ooredoo acknowledged that its First Draft RAIO was deficient in some aspects and in light of the feedback of stakeholders, informed the TRA that it wished to revise certain sections of its draft RAIO and required 12-weeks extension to resubmit the same.

The TRA replied to Ooredoo on 13th October 2016, declining the extension request. This is because it was the responsibility of Ooredoo to have submitted its First Draft RAIO to an acceptable standard in the first place and because it was aware of its likely obligations since the issuance of the final draft of the Regulation on 13th April 2015.

On 20th October 2016, the TRA also provided to Ooredoo its comments on the non-price terms of Ooredoo's First Draft RAIO⁶. In so doing and pursuant to Article 58 of the Regulation, the TRA required Ooredoo to provide, by 6th November 2016:

³ Available at <https://www.tra.gov.om/public-consultations/current-public-consultations/194-draft-reference-access-and-interconnection-offers/1495-draft-reference-access-and-interconnection-offers>

⁴ Available at <https://www.tra.gov.om/public-consultations/current-public-consultations/194-draft-reference-access-and-interconnection-offers/1495-draft-reference-access-and-interconnection-offers>

⁵ Available at <https://www.tra.gov.om/public-consultations/current-public-consultations/194-draft-reference-access-and-interconnection-offers/1538-comments-and-proposed-amendments-in-draft-raios>

⁶ Available at <https://www.tra.gov.om/public-consultations/current-public-consultations/194-draft-reference-access-and-interconnection-offers/1538-comments-and-proposed-amendments-in-draft-raios>

- (i) a detailed reply, in a tabular form, to all of the comments (from the industry as well as the TRA) in a tabular form, whereby for each comment/proposed amendment on the First Draft RAIO, Ooredoo would summarise its position (i.e., either accepting the comment/proposed amendments or providing justifications for not accepting the comment/proposed amendments); and
- (ii) a revised version of the First Draft RAIO (the “Second Draft RAIO”) accurately reflecting the comments and proposed amendments provided by the stakeholders in accordance with Article 59 of the A&I Regulation.

Based on industry request, the TRA later extended the deadline to 21st November 2016.

On 10th November 2016, Ooredoo sought TRA’s help to understand the technical difference between Bitstream layer 2 and 3 and how these services were applicable to Ooredoo. The TRA provided the clarifications on 15th November 2016.

On 21st November 2016, Ooredoo submitted to the TRA its Second Draft RAIO and its replies to the comments it had received on its First Draft RAIO. However, it was noted that Ooredoo only provided its replies to the TRA’s comments. It was also noticed that Ooredoo did not provide the TRA with a track change version of the Second Draft RAIO. Consequently, Ooredoo was directed on 22nd November 2016 to submit, by 27th November 2016, the track change version of the Second Draft RAIO along with its replies to the comments made by other licensees.

On 27th November 2016, Ooredoo submitted the track-change version of the Second Draft RAIO. Its replies to the comments made by other licensees were provided on 30th November 2016⁷.

On 13th December 2016, the Second Draft RAIO was published on TRA’s website in both track-change and clean versions⁸.

3. Review Process for Second Draft RAIO

Pursuant to Article 60(iii) of the Regulation, on 24th January 2017, the TRA sent a series of questions to TeO, Friendi and Renna concerning their comments on the non-price terms of the published First Draft RAIO, requesting a response by 29th January 2017. The TRA indicated that Ooredoo had been copied on these requests for clarification and that all replies

⁷ Available at <https://www.tra.gov.om/public-consultations/current-public-consultations/194-draft-reference-access-and-interconnection-offers/1552-comments-and-proposed-amendments-in-second-draft-raios>

⁸ Available at <https://www.tra.gov.om/public-consultations/current-public-consultations/194-draft-reference-access-and-interconnection-offers/1552-comments-and-proposed-amendments-in-second-draft-raios>

should also be copied to Ooredoo, save where they contained confidential information, so to enable Ooredoo to respond to these clarifications and submit its reply to the TRA by 5th February 2017. Ooredoo was then required to respond and submit its reply by 31st January 2017.

3.1 Industry Meetings

On 25th January 2017, the TRA conveyed to Ooredoo that during its review of the Second Draft RAIO, it had identified a number of areas which it wished to raise with the industry and hence which would be best done by way of an industry meeting, pursuant to Article 63 of the A&I Regulation. The TRA therefore invited all interested parties to attend a meeting to discuss those areas on 13th February 2017.

On 29th January 2017, Ooredoo argued that the process indicated by the TRA was not in line with the A&I Regulation. Ooredoo also requested to extend the deadline for submitting its replies on the clarifications to 20th February 2017 instead of 31st January 2017. The TRA clarified on 31st January 2017 that it was not inviting further comments, as perceived by Ooredoo, but was asking specific questions based on the Second Draft RAIO and the responses which licensees had already provided, and that this process was fully in line with Article 60 (iii) of the A&I Regulation. The TRA extended the deadline for Ooredoo to respond to these outstanding queries to 9th February 2017.

The TRA, on 7th February 2016, notified the licensees that the meeting had been postponed.

The meeting was subsequently rearranged and took place between March 6th and 8th, 2017. Prior to the meeting, a list of topics for discussion was shared with the industry, including but not limited to KPIs and SLAs, service delivery times, Bitstream service and ordering frequencies. At the meeting each party, including Ooredoo, was given the opportunity to present its views, provide evidence in support of its position and comment and raise questions on the discussions.

3.2 Written Submissions

After the meetings, the TRA, on 9th March 2017, invited all participants to respond formally in writing by 19th March 2017, to all issues discussed during the meetings.

The TRA received responses from Ooredoo, TeO and Renna. These were published by the TRA on 27th March 2017⁹. The parties were then invited to comment on other licensees' comments and submit the same to the TRA within five days. TeO submitted its cross

⁹ Available at <https://www.tra.gov.om/public-consultations/current-public-consultations/194-draft-reference-access-and-interconnection-offers/1574-licensees-submissions-following-the-industry-meeting-on-raios-non-price-terms>

comments on 30th March 2017 and these were also published by the TRA¹⁰. No cross-submissions were received from Ooredoo and Renna.

On 22nd March 2017, Ooredoo indicated it was not able to determine an appropriate technical solution for the bitstream service it is required to offer. The TRA, on 3rd April 2017, requested Ooredoo to confirm that it has discussed the issue with its network vendors and to provide any supporting evidence on those discussions.

In response, on 24th April 2017, Ooredoo submitted its proposal for the Bitstream service supported with evidence of discussions with its vendor. The TRA, on 17th May 2017, circulated Ooredoo's proposal to the licensees for their views, with responses being received from Omantel, TeO and Awasr. All of the responded disagreed with Ooredoo's proposal. Omantel highlighted the steps that are required to enable Bitstream service on LTE network. TeO also suggested a solution which would replicate the concept of Bitstream in Ooredoo's LTE network. Awasr claimed that other operators have Bitstream service on their wireless access system and quoted the example of Australian NBN.

These responses were shared with Ooredoo on 4th June 2017, who was requested to reply to these by 11th June 2017. Ooredoo submitted its reply on 12th June 2017 and acknowledged that although the solutions mentioned by Omantel and TeO are technically feasible, neither of these are Bitstream in a technical sense rather a resale of wireless service or network sharing. Ooredoo maintained its position that Bitstream service cannot be provided on its fixed wireless network.

4. Modifications in Second Draft RAIO

Based on the review of Ooredoo's First and Second Draft RAIO by the TRA, the reasons and explanations supplied by Ooredoo and all parties that have taken part in the consultation process, both in writing and as part of the discussions held during industry meetings and subsequent submissions by the licensees, and pursuant to the Act and the Regulation, Ooredoo, for the reasons specified with respect to the changes required, must comply with the requirements of this Decision with respect to the non-price terms of its Second Draft RAIO as specified in the table below and Annex 1.1:

¹⁰ Available at <https://www.tra.gov.om/public-consultations/current-public-consultations/194-draft-reference-access-and-interconnection-offers/1577-conclusion-of-the-consultation-process-on-non-price-terms>

General Structure of the RAIO

Sr. No.	Clause Reference in 2 nd Draft RAIO	Reference text in 2 nd Draft RAIO	Required Modifications
1	N/A	N/A	Ooredoo shall insert into the Final Draft RAIO a separate Annex setting out all the price terms for the Services listed in the RAIO and update all cross-references accordingly.

Explanation:

For ease of reference, and in commenting on the First Draft RAIO, the TRA asked Ooredoo to move the clauses containing charges to a separate Annex, which Ooredoo agreed. Ooredoo shall now include this in its Final Draft RAIO.

Main Agreement

Sr. No.	Clause Reference in 2 nd Draft RAIO	Reference text in 2 nd Draft RAIO	Required Modifications
2	N/A	N/A	Ooredoo shall add, in an appropriate position, the following clause in the Main Agreement: <i>“Once any improved/ customised service is agreed and approved by the TRA, the same shall be published/included in the RAIO in a manner that does not identify the Requesting Party.”</i>

Explanation:

TeO commented that the different service descriptions included in the RAIO typically do not contain enough information for service seekers to fully understand the service in question, particularly since no supporting diagrams or drawings (except for one) are provided to support the text and show the demarcation points to the access seeker.

Ooredoo responded that the technical description of the service will depend on the detailed discussion with the Access Seekers. It therefore felt that such detailed description should be part of the Agreement once decided.

Ooredoo also stated that it had included a new Annex in the Second Draft RAIO, which states that Ooredoo and Access Seeker will agree on the specifications at the time of the negotiation of the agreement. In addition, it stated that Ooredoo will ensure it complies with ITU ETSI recommendations in relation to the technical specification.

The TRA asked Ooredoo to clarify if its reference to the discussions with the Access Seeker will be on a one-to-one basis and if so, how it then proposes to ensure that these will not lead to discriminatory specifications. In particular, the TRA asked Ooredoo how it will deal with conflicting requests.

Ooredoo responded that the Parties will provide a copy to the TRA once these specifications have been agreed between the Parties and will be subject to the TRA's approval. Further, there is a clear dispute procedure provided for any aggrieved party to follow.

The TRA accepts Ooredoo's reply, subject to the basic principle that once any improved/ customised service is agreed and approved by the TRA, the same shall be published/included in the RAIO in an anonymised manner. Ooredoo shall therefore add a new clause in the main agreement as set out above.

3 3

“This Clause shall be governed with the principles of Interconnection as set out in Article 80, 98, and 100 of the Telecom Executive Regulation issued by Resolution No. (144/2008) on 23/11/2008 (as amended) as well as Articles 2 – 16 and 19 – 43 of the Access and Interconnection Regulation issued by Decision 25/2016 (“A&I Regulation”).”

Ooredoo shall amend the text to say:

“This Clause shall be governed by Chapter Six of the Telecommunications Regulatory Act, Chapter 16 of the Executive Regulation issued by Decision No. 144/2008 (as amended) as well as the Access and Interconnection Regulation issued by Decision No. 25/2016 (“A&I Regulation”).”

Explanation:

In the draft Clause, Ooredoo excluded reference to Articles 1, 17 and 18 of the A&I Regulation. However, there is no basis for excluding those Articles as they apply to Ooredoo also. In addition, the Executive Regulation issued by Decision No. 144/2008 has been amended by

Decision No. 24/2016 and Articles 98 and 100 no longer exist. Ooredoo must, therefore, amend the text as set out above to refer to those instruments as they are in force and which apply to Ooredoo.

4	3.4	<i>“The Access Seeker Interconnection Service “Collocation on Access Seeker’s Land”, as described in Sub–Annex B-12 shall connect the Parties’ Networks to carry traffic to and from both Parties networks. Implementation of other Interconnection Services may from time to time be agreed between the Parties as provided for in this Agreement.”</i>	<p>The TRA notes that the Reference to Annex B-12 is not correct as the annex refers to National Roaming. The correct Annex should be B-13 and thus the text shall be amended.</p> <p>In addition, Ooredoo is hereby required to confirm at the time of submitting the Final Draft RAIO that it has checked all cross references in the document and these are correct.</p>
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Explanation:

The original cross reference provided by Ooredoo was incorrect.

5	3.10	<i>“It is agreed between the Parties, and nothing in this Agreement shall be construed to mean, that there will be any obligations as between the Parties with respect to minimum usage commitments of the services.”</i>	<p>The text shall be amended as follows:</p> <p><i>“It is agreed between the Parties, and nothing in this Agreement shall be construed to mean anything to the contrary, that there will be no obligations between the Parties with respect to minimum usage commitments of the services.”</i></p>
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Explanation:

The amendment required by the TRA is for the purpose of avoiding any misunderstanding as to the meaning of this clause. That is, TRA concludes that the changes required will make the clause clearer in its meaning.

6	5.5	<i>“In the event that Clause 5.3 applies, upon completion of the relevant alteration to the Requested Party’s System, the Requested Party shall invoice the Requesting Party for the costs of such alteration for an amount not exceeding the quotation agreed under Clause 5.3. In any event, such invoice shall be in</i>	<p>Clause 5.5. shall be amended as follows:</p> <p><i>“In the event that Clause 5.3 applies, upon completion of the relevant alteration to the Requested Party’s System, the Requested Party shall invoice the Requesting Party for the costs of such alteration for an amount not exceeding the quotation agreed under Clause 5.3. In any event, such invoice shall be in accordance with the terms of the agreement reached in relation to the relevant alteration pursuant to Clause 5.3. For the avoidance of</i></p>
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accordance with the terms of the agreement reached in relation to the relevant alteration pursuant to Clause 5.3.” *doubt, any such charges shall be reasonable and objectively justifiable and Ooredoo shall substantiate them on request.”*

Explanation:

Renna commented that the cost needs to be mutually agreed before implementation and should be based on quotations. Once this cost has been agreed, both parties must maintain this agreement. Renna also states that the same rules should apply if any system alteration is required at the Providing Party’s end.

Ooredoo responded that this clause references a quotation to be agreed between the parties under clause 5.3.

The TRA considers that the Clause is reasonable (i.e., that it is reasonable for the Requested Party to recover these costs, especially as Clause 5.5 is a follow to Clause 5.3, where both parties agree. If they do not agree, Clause 5.4 applies instead of Clause 5.5). However, for the avoidance of doubt, Clause 5.5. shall be amended as set out above.

7	8.2	<i>“This Agreement shall continue for an indefinite period of time, subject to Clause 18 below and unless otherwise ordered by the TRA.”</i>	The text shall be amended as follows: <i>“This Agreement shall continue for an indefinite period of time, subject to Clause 19 below and unless otherwise ordered by the TRA.”</i>
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Explanation:

The relevant cross reference is Clause 19 (TERMINATION OF AGREEMENT) instead of Clause 18. The TRA therefore requires that the text is amended to refer to Clause 19.

8	9.1(ii)	<i>““Committed Forecast” shall mean 90% of the forecasted numbers per month in the quarter following three (3) months and ten (10) Working Days after the submission of the Forecast to the Access Provider.”</i>	Clause 9.1(ii) shall be amended as follows: <i>““Committed Forecast” shall mean 80% of the forecasted numbers per month in the quarter following three (3) months and ten (10) Working Days after the submission of the Forecast to the Access Provider.”</i>
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The above change shall also be reflected in the rest of the provisions of the forecasting section.

Explanation:

In line with experience in other jurisdictions where greater margin of error is provided (including, for example, UK, Ireland and Saudi Arabia), the TRA considers that a 10% margin of error on forecasting is too small and should be increased to 20%. This should be reflected in Clause 9.1(ii) and in the rest of the provisions of the forecasting section.

9 9.2	<p><i>“Forecasts shall be used by the Parties for planning sufficient Switch and Distribution Network capacity. The Parties shall use reasonable endeavours to provide accurate Traffic Forecasts based on achievable numbers.”</i></p>	<p>Clause 9.2 needs to be amended as follows: <i>“Forecasts shall be used by the Parties for planning sufficient Switch and Distribution Network capacity. The Parties shall use reasonable endeavours to provide accurate Traffic Forecasts based on achievable numbers. For the avoidance of doubt, compensation shall not be payable for inaccurate/incorrect forecasting.”</i></p>
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Explanation:

Annex 1(3)(iv) of the A&I Regulation states that, *“The RAIO shall not require that a Wholesale Customer pay compensation to the Providing Party for inaccurate/incorrect forecasting outside this reasonable margin of error.”*

In its comments on Ooredoo’s First Draft RAIO, the TRA referred to this aspect of the Regulation, requiring Ooredoo to ensure its RAIO was in compliance with this Annex. However, the TRA notes that despite this, Clause 9.2 of the Second Draft RAIO still does not refer to the fact that forecasts are not legally binding. For the avoidance of doubt and in compliance with Annex 1(3)(iv) of the A&I Regulation, the text should therefore be amended so that it is clear that compensation to the Providing Party is not payable for inaccurate/incorrect forecasting.

10 9.5	<p><i>“The Access Seeker shall commit to the Committed Forecast, for example: Ten (10) Working Days prior to the start of the 1st of January, the Access Seeker provides a Forecast broken down per month covering the period from 1st January to 31st December. The Access Seeker commits to 90% of the numbers forecasted for April, May and June (i.e the Committed Forecast). If the actuals of the Access Seeker in April, May and June do not reach 90%, the Access</i></p>	<p>Clause 9.5 shall be amended as follows: <i>“The Access Seeker shall commit to the Committed Forecast, for example: Ten (10) Working Days prior to the start of the 1st of January, the Access Seeker provides a quarterly Forecast broken down per month where possible covering the period from 1st January to 31st December. The Access Seeker commits to 80% of the numbers forecasted for April, May and June (i.e. the Committed Forecast).”</i></p>
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Provider has the right, at its own discretion, to invoice the Access Seeker for the Committed Forecast by April, May and June.”

Explanation:

The right of the Access Provider to invoice for the total of the Committed Forecast (as set out in Clause 9.5 of the Second Draft RAIO), should be deleted as it contradicts Annex 1 (3)(iv) of the A&I Regulation. In addition, the TRA considers that a monthly breakdown of the forecast is considered excessive and this should be amended to a quarterly breakdown, with monthly figures provided where possible.

11	9.6	<i>“For the avoidance of doubt, three (3) calendar months and ten (10) Working Days before the launch of any Service, the Access Seeker shall provide the Access Provider the first twelve (12) months’ Forecast where the Access Seeker commits to pay the Committed Forecast for the first three (3) months after launch.”</i>	<p>Clause 9.6 shall be amended as follows:</p> <p><i>“For the avoidance of doubt, where possible given the relevant order and delivery times, three (3) calendar months and ten (10) Working Days before the launch of any Service, the Access Seeker shall provide the Access Provider the first twelve (12) months’ Forecast. For the avoidance of doubt where the Requesting Party requires services which exceed the forecasted amount Ooredoo shall seek to provide these as soon as practicable, but shall not be subject to any otherwise agreed or stipulated delivery times.”</i></p>
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Explanation:

The TRA is satisfied that Clause 9.6 is reasonable in the context of entirely new services. However, in line with Annex 1 (3)(iv) of the A&I Regulation, and the amendments the TRA requires Ooredoo to make to Clause 9.5, the obligation to pay shall be deleted. In addition, the 3 months’ notice should be more flexible where the service is established or is an extension of an existing service. The TRA therefore requires that the text shall be amended to allow some flexibility in such cases. Thus, Ooredoo shall amend the clause as set out above.

12	9.8	<i>“The Parties will allow for a 10% margin of error for Forecasting. Neither Party shall be obliged to pay compensation for providing the other Party with inaccurate/incorrect forecasting within this margin of error, however Access Provider will not be obligated to provide</i>	<p>The text shall be amended as follows:</p> <p><i>“The Parties will allow for a 20% margin of error for Forecasting. Neither Party shall be obliged to pay compensation for providing the other Party with inaccurate/incorrect forecasting. However, the Access Provider will not guarantee the quality of service to be provided if traffic is higher than forecast and outside this margin of error. The Access Provider shall at the same time notify the Access Seeker the time it will need to be able to meet the requirements of the increased demand so as to be able to deliver at the same quality of service that it would have delivered had the demand been within the forecasted range.”</i></p>
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service if traffic is higher than forecast and outside this margin of error.”

Explanation:

As set out above in reference to Clause 9.1(ii), the forecast margin of error shall be increased to 20%.

The TRA notes Ooredoo’s proposed text states that it will not be obligated to provide service if traffic is higher than forecast and outside this margin of error. Although the TRA accepts that serving traffic above forecast levels could have implication on the quality of the service, it believes that an outright refusal to supply service (i.e., Ooredoo stating that is not obligated to provide the service) is excessive. The TRA is thus satisfied that in such cases, the quality of the service may not be guaranteed by the Access Provider but the Access Provider shall at the same time provide a revised timeline for meeting the higher demand. Thus, the clause shall be amended as set out above.

13	11.3	<p><i>“In the event of a Billing Dispute the Billing Party shall provide to the Billed Party all CDR Data. The charge related to provide SMS CDR will be 500 OMR per month and the cost related to provide Voice CDR will be 700 OMR per month. If it is found later that the Billing Dispute was raised correctly then the charges related to provide CDR’s will be credited.”</i></p>	<p>Clause 11.3 shall be amended as follows: <i>“In the event of a Billing Dispute the Billing Party shall provide to the Billed Party all CDR Data. The charge related to provide SMS CDR will be 500 OMR per month and the cost related to provide Voice CDR will be 700 OMR per month. If it is found later that the Billing Dispute was raised correctly then the charges related to provide CDRs shall be credited. For the avoidance of doubt, the Billing Party shall supply to the Billed Party with each invoice issued and at no extra costs, the full CDR for it. As such, the provisions above shall only apply where the Billed Party specifically orders such CDR Data.”</i></p>
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Explanation:

In response to a TRA query on what supporting information will be provided with the bill, Ooredoo stated that it will provide full CDRs with each bill. Therefore, to ensure clarity on what CDR data will be provided and under what conditions, the TRA considers there is a need for Ooredoo to expand on Clause 11.3 as stated above.

14	11.7	<p><i>“If a Call extends over 2 or more Tariff Time Periods the said Call shall be recorded as one (1) single Call. The Chargeable Call Duration shall be calculated according to the</i></p>	<p>On the basis of the information set out below, the TRA is satisfied that the proposed wording of the draft RAIO need not be changed. However, in line with Annex 3, Clause 3.6 of the A&I Regulation, if at any stage Ooredoo decides to change its retail billing practice it will need to ensure that this does not discriminate against resellers. The current TRA view is without prejudice</p>
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tariff applicable to the Tariff Time Period in which the Call commenced.” to any future decisions that the TRA may take on wholesale or retail prices which may have an impact on this issue.

Explanation:

This was a matter discussed during the industry meeting. At the time, Ooredoo suggested that other licenced operators could adjust their retail billing principle and educate their retail customers on the source of this billing principle.

TeO stated that any call extending over two or more Tariff Time Periods should be split and charged according to the Tariff Time Periods in which it falls, and not charged as a single Call according to the Tariff Time Period when the Call started. According to TeO, this is also the practice in the Omani retail market, and there is no logical explanation why the wholesale market should be any different.

Friendi was of the view that Ooredoo (and Omantel) should charge separately for these calls in each period and on a per second basis. Renna stated that due to Ooredoo’s (and Omantel’s) charging, Renna’s charging system also follows this policy but, according to Renna, this is not customer-friendly/customer-focused. Customers will always expect Peak/Off-Peak rates during the call irrespective of the origination time of the call.

The TRA has considered the representations made and also sought clarifications about the retail practices of Ooredoo.

1. Given TRA’s decision in relation to call origination and termination charges – see Annex 2 - whereby all such prices are charged at the same rate (no peak/off-peak rate distinction), there is no issue given that the call is charged at the same rate irrespective of the time period that the call commenced in.
2. In relation to the charges made to resellers whereby the calls are charged on a retail minus basis, the TRA has asked Ooredoo for clarification on how it charges its retail customers. Given Ooredoo’s reply (i.e., that calls are charged on a three-minute basis calculated on the basis of the period the call commenced in), the TRA is satisfied that the proposed wording of the draft RAIO need not be changed. However, in line with Annex 3, Clause 3.6 of the A&I Regulation, if at any stage Ooredoo decides to change its retail billing practice, it will need to ensure that this does not discriminate against resellers.
3. The current TRA view is without prejudice to any future decisions that the TRA may take on wholesale or retail prices which may have an impact on this issue.

15	13.1	<p><i>“It is a condition precedent to this Agreement that Access Seeker shall provide to Access Provider such financial security ((in the form of a bank or other guarantee acceptable in the Sultanate of Oman for commercial transactions) as in the reasonable opinion of Access Provider is appropriate as security against Access Seeker’s non-compliance with or non-observance of any of the provisions hereof (including without limitation the failure to pay charges), unless otherwise agreed by Access Provider in writing. The amount of the financial guarantee shall be the average quarterly payment from the Access Seeker to Access Provider during the 12 (twelve) month period preceding such request from Access Provider.”</i></p>	<p>Clause 13.1 shall be amended as follows: <i>“It is a condition precedent to this Agreement that the Access Seeker shall provide to the Access Provider such financial security ((in the form of a bank or other guarantee acceptable in the Sultanate of Oman for commercial transactions) as in the reasonable opinion of the Access Provider is appropriate as security against the Access Seeker’s non-compliance with or non-observance of any of the provisions hereof (including without limitation the failure to pay charges), unless otherwise agreed by the Access Provider in writing, such waiver to be exercised on a non-discriminatory basis. The amount of the financial guarantee shall be the average quarterly payment from the Access Seeker to the Access Provider during the 12 (twelve) month period preceding such request from the Access Provider.”</i></p>
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Explanation:

Ooredoo made amendments to Clause 13 of its RAIO between the first and second drafts, to provide indications as to the basis for how the required financial security has been calculated. This was required to comply with the A&I Regulation, which states (Article 9) that the Providing Party may request the Requesting Party to provide reasonable and proportionate financial security, based on objective criteria, to secure compliance by the Requesting Party with the terms and conditions of an A&I Agreement, and particularly those concerning payment. Having reviewed the text provided by Ooredoo, the TRA concludes that is acceptable subject to the following required amendments to clauses 13.1 – 13.3 (set out in this and subsequent decisions).

With respect to Clause 13.1, Ooredoo’s rights to waive the requirements in Art 13.1 should be on a non-discriminatory basis.

16	13.2	<p><i>“The provided security, if any, in accordance with Clause 13.1 above, must be in the form of a bank or other guarantee acceptable in the</i></p>	<p>Clause 13.2 shall be amended as follows: <i>“The first bank or other guarantee shall be calculated on the basis of 3 times the average monthly forecast submitted by the Requesting Party for each service for the first six months.</i></p>
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Sultanate of Oman for commercial transactions.”

After six months have elapsed it shall be calculated on the basis of 3 times the average invoice value during the past three (3) months and shall be revised quarterly.”

Explanation:

As included in the Second Draft RAIO, Clause 13.2 should be deleted, as it is already covered in Clause 13.1. However, it shall be replaced by an explanation of how the first guarantee should be determined, stating that it shall be calculated on the average monthly forecast submitted by the Requesting Party.

In addition, clauses 13.1 to 13.3 as drafted by Ooredoo do not provide for revisions of the level of guarantee. A provision shall be added to the revised Clause 13.2 to allow for quarterly revisions.

17 13.3 *“Refusal or failure to provide such security if applicable within thirty (30) days (or such longer period as Access Provider may reasonably allow) from the date of Access Provider’s request for the same signing this agreement/ becoming effective and in accordance with the provisions of the Telecom Executive Regulation No. (144/2008) (as amended), shall be deemed to be a breach of this Agreement by Access Seeker.”*

Clause 13.3 should be amended as follows:
“Refusal or failure to provide such security if applicable within thirty (30) days (or such longer period as the Access Provider may reasonably allow) from the date of the Access Provider’s request for the same signing this agreement/ becoming effective and in accordance with the provisions of the Access and Interconnection Regulation (25/2016), shall be deemed to be a breach of this Agreement by Access Seeker.”

Explanation:

Given that Article 84 of the Executive Regulation is not applicable, the reference in Clause 13.3 should be amended to a general reference to the A&I Regulation.

18 16.5 (b) *“where disclosure is required by law, or by any regulatory body which regulates the conduct of the receiving party such as the TRA, provided that the receiving party shall give the disclosing party as much notice as is practicable of any*

Clause 16.5 (b) shall be amended as follows:
“where disclosure is required by law, or by any regulatory body which regulates the conduct of the receiving party such as the TRA, or where the Party is pursuing, on its own motion, any issue with the relevant authority and shall only disclose to the extent that is required in the circumstances;”

such requirement and shall only disclose to the extent that is required in the circumstances;”

Explanation:

The clause needs to be amended as follows.

1. The text “*provided that the receiving party shall give the disclosing party as much notice as is practicable of any such requirement*” should be deleted as the request by the TRA or any other authority may be confidential and the disclosing party may not be allowed to notify the other party.

However, a provision can be made to add a caveat that the disclosing party, when disclosing such information, shall notify the relevant authority that the information is confidential and subject to contractual confidentiality provisions.

2. The clause as currently drafted only allows for disclosure “*where disclosure is required by law, or by any regulatory body*”. This would prevent the party from using such information when filing a proactive complaint. As such the text should be amended to add “*or where the Party is pursuing, on its own motion, any issue with the relevant authority, ...*”

19	17.1	<i>“Each Party undertakes that the quality of the Interconnection Services that it provides to the other Party pursuant to this Agreement shall comply with the quality standards stated in applicable recommendations in Oman, ETSI, the ITU and the quality of service guidelines issued by the Telecommunications Regulatory Authority from time to time (the “Quality of Service Standards”)”</i>	Ooredoo shall reflect, in its RAIO, the required changes set out below. This applies to the entire section 17 of the Main Agreement.
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Explanation:

The KPIs/SLAs and associated compensation payments were discussed in detail during the industry meetings and subsequent written submissions by all parties. Whilst these mostly focussed on Omantel’s draft RAIO, the same issues are equally applicable in the case of Ooredoo.

- TeO commented on the initial draft of Ooredoo's RAIO that the wording was too vague and poorly defined. It stated that for a standard Order, there is no reason why the Providing Party should not be able to perform a feasibility study for ALL orders within a committed time frame. For non-standard Orders, TeO acknowledged that the SLA may have to a "little less committing".

TeO further stated in a subsequent submission that general KPIs for service delivery should be discarded, as every A&I service should have a specific service delivery time and related KPIs /SLAs/ penalties, with these included in the different service descriptions. Although TeO accepts the general principle that the Providing Party shall not discriminate between Access Seekers, and will offer the same quality as it offers to its own retail organization, it believes such a generic KPI is not good enough since many A&I services are not directly related to retail services (e.g. co-location and POI services). The KPIs should therefore rather set be according to best industry practice for the service in question. Therefore, the Providing Party must define service specific KPI/SLAs, with corresponding penalties for missing them (or at least a reduction in price in cases where the service is not delivered according to the relevant KPIs). Access Seekers buy services from the Providing Party to compete in the market, and service quality is one important parameter to be competitive.

However, TeO acknowledged that it is very important to release the new RAIOs with the new services and improved pricing as soon as possible. Therefore, TeO stated that it would accept that the KPIs and SLAs may not be implemented before the end of 2017, if this would speed up the release of the RAIOs with only a provision for the KPIs and SLAs at this stage. That said, the TRA would need to closely monitor the process for implementing KPIs/SLAs and corresponding penalties, since there is a big risk that the dominant operators will show little interest in a fast and fair implementation of the KPIs, SLAs and penalty framework.

- Omantel made a written statement that it could not guarantee SLAs when 3rd parties are involved. This was because Omantel may need to order certain services from a 3rd party in order to provision the service for the Requesting Party. In many such cases the 3rd party may not offer SLAs to Omantel and thus, Omantel would not be in a position to offer any SLAs to the Receiving Party for that service.
- In response to this, TeO stated that it disagrees with Omantel's statement, as SLAs typically exist when important "service-components" are purchased from 3rd parties. Therefore, Omantel should be able to offer an end-to-end SLA, by integrating the 3rd party's SLA in to its own SLA. However, even if a 3rd party SLA would not exist, Omantel should still offer an SLA for its part of the service. In this case, Omantel would not be liable to pay penalties, as long as it can prove that it failed to meet the SLA, due to faults in the 3rd party network.

In line with what was agreed during the industry meetings, the TRA (and the industry) considers there to be:

1. A need for more detailed and service specific KPIs/SLAs to be included in Ooredoo's RAIO.
2. A need to determine compensation payments to be paid to Requesting Parties in case Ooredoo does not meet its KPIs/SLA

However, in line with the industry's preference and in recognition of the time required to derive the above, TRA sees merits in not delaying the finalisation of the RAIO. Instead, there will be a TRA led initiative to determine KPIs/SLA and compensation payments within 12-18 months of the publication of the approved RAIOs. The TRA, therefore, does not require the removal of any SLAs and or KPIs that may appear in the RAIO for the time being, until the new KPIs and SLAs will be issued. These new KPIs and SLAs will then be binding on all parties.

However, in relation the accuracy of bills, the TRA notes that accurate billing is vital if Requesting Parties are to have confidence in the interconnection regime. Whilst the TRA recognises that a 90% target may have been used up to now in Oman, it does not consider that this is a suitable basis for the new regime.

The TRA does, however, accept that the accuracy of billing over an extended period may be difficult to test before a service is launched. Therefore, Ooredoo shall amend the text of the RAIO to provide that for the first two invoicing periods in which a service is newly launched, the billing accuracy shall be no less than 90%. Thereafter, and for all already established services, the billing accuracy shall be no less than 99%.

20	17.2.1	<i>“Access Provider shall as soon as possible and latest 30 Working Days after receiving the Submitted Order (SO) send an Order Acknowledgement (OA) that Access Provider has received the Order.”</i>	<i>“Access Provider shall as soon as possible and latest two (2) Working Days after receiving the Submitted Order (SO) send an Order Acknowledgement (OA) that Access Provider has received the Order.”</i>
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Explanation:

All delivery time issues were raised for industry comments. See Annex 1.1 for the decision on timescales.

21	17.2.4	<i>“Access Provider shall at the latest within thirty (30) Working Days after receiving the Order inform Access Seeker about the Delivery Due Date (DDD) as part of the OA.”</i>	<i>“Access Provider shall at the latest within fifteen (15) Working Days after receiving the Order inform Access Seeker about the Delivery Due Date (DDD) as part of the OA.”</i>
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Explanation:

All delivery time issues were raised for industry comments. See Annex 1.1 for the decision on timescales.

22	17.3.6	<i>“If such Notification of non-compliance of Delivery is not sent to Access Provider within the timeframe given in 0 clause the Delivery shall be deemed completed.”</i>	Ooredoo shall amend this clause to correct the cross reference error and refer to the intended clause.
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Explanation:

Pursuant to the TRA’s general direction to Ooredoo to ensure all cross references in the RAIO are correct, Ooredoo shall make the correction described above.

23	17.3.9	<i>“If the Parties cannot agree subsequent to 0 or 0 , one of the Parties can notify the other that there is a dispute and handle it according to Clause 33.”</i>	Ooredoo shall amend this clause to correct the cross reference error and refer to the intended clause.
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Explanation:

Pursuant to the TRA’s general direction to Ooredoo to ensure all cross references in the RAIO are correct, Ooredoo shall make the correction described above.

24	17.3.10	<i>The Parties shall adhere to the following KPIs with regards to Service Delivery:</i>	Ooredoo shall update this clause to refer to the required delivery time set out in Annex 1.1.
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Explanation:

All delivery time issues were raised for industry comments. See Annex 1.1 for the decision on timescales.

25	17.4.3	<i>“If the Order delivery extends beyond fifteen (15) Working Days from the original Delivery Due Date for Orders as defined in Clause 17.3.4 Access Seeker has the option of cancelling the order without payment of any charges, costs or penalties.”</i>	The following text shall be added at the end of Clause 17.4.3: <i>“In addition, and without prejudice to any other claim that the Access Seeker may have, the Access Seeker shall be entitled to recover any reasonable costs incurred as a result of the delay and/or wasted as a result of a cancelation, subject to such costs being objectively justified.”</i>
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Explanation:

See the TRA’s decision above in relation to Clause 17 of the Main Agreement.

In addition, Ooredoo has not explained why no provision is made for the costs incurred by the other party and which will be wasted as a result of the cancellation. In the circumstances, the TRA is satisfied that if the delay extends beyond 15 working days the Access Seeker should not only be entitled to revoke the order, but should also be allowed to recover any costs reasonably incurred.

26	17.6.2	<p><i>“The Parties shall adhere to the following KPIs with regards to fault reporting and repair:</i></p> <ul style="list-style-type: none"> <i>•Percentage of faults reported per line/connection per year: Less than 10% [...]</i>” 	<p>The text shall be amended as follows:</p> <p><i>“The Parties shall adhere to the following KPIs with regards to fault reporting and repair:</i></p> <ul style="list-style-type: none"> <i>•Percentage of faults reported per line/connection per year (i.e., total number of faulty lines reported as against total lines or connections per year): Less than 10%. [...].”</i>
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Explanation:

For the avoidance of doubt, further explanation on the KPI should be included in the text and the clause shall be amended as set out above.

27	18.1	<p><i>“If one Party's (the “First Party”) Network, its operation, the carrying out of any Interconnection Services or any act or omission of the First Party adversely affects the normal operation of the other Party's Network, or is a threat to any person's safety, that other Party (the “Suspending Party”) and (or) in case of occurrence of any of the situations stated in the License of the Suspending Party or as per the Telecom Executive Regulation, the Suspending Party may subject to obtaining the prior approval of the TRA wherever possible suspend, to the extent necessary, such of its obligations hereunder, and for such period as it may</i></p>	<p>The following text shall be added to the end of the clause:</p> <p><i>“For the avoidance of doubt, where the nature of the need to suspend a service is such that prior TRA approval is not reasonably practicable, the Access Provider at the time of suspending the service shall serve immediately notice of the event and the reasons to the Access Seeker, sending a copy of the same to the TRA. The notice shall include the reasons for the suspension and why it was not reasonably practicable to obtain prior TRA approval.”</i></p>
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consider reasonable to ensure the normal operation of its Network or to reduce the threat to safety and (or) until such situation of which the suspension is based on is resolved. In the event of such a suspension and if the First Party considers that such a suspension is not justified and the Suspending Party does not agree with the First Party to terminate such suspension, then the matter may be treated by the Parties as a Dispute and dealt with in accordance with Clause 33 herein.”

Explanation:

The current drafting does not provide for a situation where it was not possible to obtain the TRA’s prior approval. In this event, the TRA should be notified of the event as soon as practically possible, together with the reasons why it was considered that no prior approval could be reasonably obtained. The Clause shall therefore be amended by adding the text set out above.

28	20	<i>PROVISION OF INFORMATION</i>	Ooredoo shall make amendments to Clause 20 to ensure it becomes consistent with those changes required by the TRA to Clause 16 of the Main Agreement, as set out above.
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Explanation:

Ooredoo shall make amendments to Clause 20 to ensure it becomes consistent with those changes required by the TRA to Clause 16 of the Main Agreement, as set out above.

29	24	<u><i>Network Alteration and Data Management Amendments</i></u>	Ooredoo shall update this clause to refer to the required delivery time set out in Annex 1.1.
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Explanation:

All delivery time issues were raised for industry comments. See Annex 1.1 for the decision on timescales.

30	25.2	<i>“Following a request pursuant to Clause 25.1 herein which has been determined feasible, the other Party shall review and offer</i>	Ooredoo shall update this clause to refer to the required delivery time set out in Annex 1.1.
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within 90 working days to enter into an agreement for the provision of the service or facility on its then current standard terms and the Parties shall, subject to Clause -25.3 hereof, enter into good faith negotiations in order to conclude such an agreement in accordance with such current standard terms.”

Explanation:

All delivery time issues were raised for industry comments. See Annex 1.1 for the decision on timescales.

31	33.2	<i>“In the event of any Dispute arising between the Parties, excluding Billing Disputes which are dealt with under Clause 12, the Parties shall resolve the Dispute in accordance with the below clauses.”</i>	<p>Ooredoo shall either:</p> <ol style="list-style-type: none"> 1. Amend Clause 12.4 to refer to Clauses 33.9.1 -33.9.3 and to remove the reference in Clause 33.2 to billing disputes being dealt with under Clause 12; or 2. Move Clauses 33.9.1 – 33.9.3 to Clause 12.4 and amend it accordingly.
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Explanation:

While Clause 12, as referred in Clause 33.2 of Ooredoo’s Second Draft RAIO, does deal with Billing Disputes, the TRA notes that Clauses 33.9.1 – 33.9.3 also cover the same subject. Given this, Ooredoo is required to make one of changes set out above.

32	33.4 and 33.6	<i>33.4 “In the event of the Parties failing to resolve the Dispute in accordance with Level 1 Procedure within 2 weeks from the date of the Dispute Notice, either Party shall have a right to serve a further notice on the other Party (the “Second Dispute Notice”) requiring that the persons referred to in Clause -- of Annex-- hereof shall undertake further good faith negotiations to resolve the Dispute (“Level 2 Procedure”). The Party serving the Second Dispute Notice (the</i>	<p>Ooredoo shall amend Clause 33.6 to be as follows:</p> <p><i>“The time limits specified in this Clause 33 above may be extended or shortened by mutual agreement between the Parties. For the avoidance of doubt nothing in this Agreement shall prevent either Party from either (i) escalating any issue, whose resolution is urgent, to a Level 2 stage directly and or (ii) referring any dispute to the TRA at any time and in spite of failure to avail itself of the Level 1 and Level 2 procedures, where special circumstances exist which justify such direct reference to the TRA without seeking to negotiate a resolution.”</i></p>
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Disputing Party) shall include with such notice all relevant details including the nature and extent of the Dispute. Immediately upon service of the Second Dispute Notice, the persons referred to in Clause -- of Annex -- shall negotiate with each other in good faith to resolve the Dispute.”

33.6 “The time limits specified in this Clause 33 above may be extended or shortened by mutual agreement between the Parties.”

Explanation:

With respect to the underlined text in Clause 33.4 [TRA emphasis], Ooredoo was asked by the TRA to add a reference to exempting emergencies, where the consent of the other party shall not be required to reduce the time required to escalate a dispute. The TRA stated that this could be done in Clause 33.4 or Clause 33.6 below.

Ooredoo responded that it preferred to retain the 2 week timeframe, because allowing for exceptions would inevitably lead to disputes and uncertainty between the parties.

The TRA notes Ooredoo’s reply and accepts that in most cases the parties should seek to resolve disputes amicably and within the agreed procedure. However, there may be cases where, by the nature of the case, urgent intervention is needed either at the level of the parties or directly involving the TRA. Any such cases should be the exception and if either party abuses the use of the emergency procedure, the TRA can refuse to consider the issues. As such, the modification required by TRA shall be made to Clause 33.6 (rather than clause 33.4).

Annex A – Definitions

Sr. No.	Clause Reference in 2 nd RAIO	Reference text in 2 nd Draft RAIO	Required Modifications
33	N/A	N/A	Ooredoo shall ensure that all Services and other defined terms used in the individual service annexes are defined in Annex A and that all such service definitions are consistent with those in the A&I Regulation..
Explanation: For the sake of clarity and to avoid confusion, Ooredoo shall ensure that all definitions are included in this Annex.			
34	Acceptance of Order	<i>“Acceptance by the Requesting Party, signed Delivery Order Offer and is considered to be a binding agreement by the parties.”</i>	Ooredoo shall carry out the amendments as indicated: <i>“Acceptance by the Providing Party, signed Delivery Order Offer and is considered to be a binding agreement by the Parties.”</i>
Explanation: Ooredoo was asked to confirm that it means the ‘Providing Party’, rather than ‘Requesting Party’ in this definition. Ooredoo confirmed this was the case and so this change shall be made to the RAIO.			
35	Acceptance of Request	<i>“Acceptance by the Requesting Party, signed Delivery Request Offer and is considered to be a binding agreement by the parties.”</i>	Ooredoo shall carry out the amendments as indicated: <i>“Acceptance by the Providing Party, signed Delivery Request Offer and is considered to be a binding agreement by the Parties.”</i>
Explanation: Ooredoo was asked to confirm that it means the ‘Providing Party’, rather than ‘Requesting Party’ in this definition. Ooredoo confirmed this was the case and so this change shall be made to the RAIO.			
36	Answer signal	<i>“The signal required by the call originating Network to indicate connection to the called party.”</i>	Ooredoo to revise the definition.

Explanation:

The definition of “answer signal” does not relate to the connection to the called customer as proposed by Ooredoo, but when the called customer answers the call. The definition is, therefore, to be revised accordingly.

37 Billing Information	<p><i>“Information which must be provided by the Billing Party in support of invoices issued under this Agreement as agreed by the Parties to enable the Billed Party to validate an invoice and for the purposes of this Access and Interconnection Agreement the Billing Information shall consist of any or all of the following: Usage Report, General Report, CDR Data, Invoice.”</i></p>	<p>Ooredoo shall revise the definition so that it is consistent with the TRA’s required amendments to Clause 11.3 of the Main Agreement. That is, it shall adopt the following definition:</p> <p><i>“Information which must be provided by the Billing Party in support of invoices issued under this Agreement to enable the Billed Party to validate an invoice and for the purposes of this Access and Interconnection Agreement the Billing Information shall consist of full CDRs.”</i></p>
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Explanation:

The current definition is inconsistent with Ooredoo’s explanation regarding Clause 11.3 of the Main Agreement (i.e., that full CDRs will be provided with the bills).

38 Dispute Resolution	<p><i>“A process agreed by the parties for the resolution of disagreements. Such process will not constrain either Party’s legal rights.”</i></p>	<p>Ooredoo shall amend the definition such that the term shall be defined as:</p> <p><i>“The process agreed by the Parties for resolution of disputes subject to the relevant provisions of the A&I Regulation”</i></p>
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Explanation:

This definition shall be amended as the A&I Regulation stipulates provisions for dispute resolution.

39 Fraud	<p><i>“Any fraudulent, corrupt, dishonest, illegal or other unauthorised use (whether actual or attempted) of the Services provided by the Providing Party including the illegal use of Providing Party Network, SIM Cards, vouchers, recharge codes or End-User Equipment, SIM boxes / GSM gateways and any other devices that might negatively impact the Providing Party’s Network, revenue or degrade the quality of Providing Party Services. Services which shall be illegal</i></p>	<p>Ooredoo shall amend the definition to delete the reference to the “Services provided by the Providing Party” and substitute it with the text “<u>Services provided by either Party to this Agreement</u>”.</p> <p>That is, Fraud shall be defined as follows:</p> <p><i>“Any fraudulent, corrupt, dishonest, illegal or other unauthorised use (whether actual or attempted) of the Services provided by either Party to this Agreement, including the illegal use of Providing Party Network, SIM Cards, vouchers, recharge codes or End-User Equipment, SIM boxes / GSM gateways and any other devices that might negatively impact the Providing Party’s Network, revenue or degrade the quality of Providing Party</i></p>
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and therefore constitute fraud include but are not limited to the following: (a) any service which is not covered in the license of the Requesting Party but is provided to End Users without and Access and Interconnection Agreement with Providing Party; and (b) any service which is explicitly forbidden in the Access and Interconnection Agreement but the Requesting Party provides it without the approval of the Providing Party.”

Services. Services which shall be illegal and therefore constitute fraud include but are not limited to the following: (a) any service which is not covered in the license of the Requesting Party but is provided to End Users without and Access and Interconnection Agreement with Providing Party; and (b) any service which is explicitly forbidden in the Access and Interconnection Agreement but the Requesting Party provides it without the approval of the Providing Party.”

Explanation:

This should apply to both parties, not only the Providing Party.

40 GSM Association Permanent Reference Documents
“The documents established and classified as binding as at the Commencement Date by the GSM Association Plenary.”

This definition shall be removed from the Final Draft RAIO.

Explanation:

The above term has not been used in the Draft RAIO and shall therefore be removed from the Final Draft RAIO. Ooredoo has stated this intent, but had not implemented this in the 2nd Draft RAIO.

41 Interconnect STPs (2 definitions)
“Signaling interconnection points at POI for mobile network.”
“Signaling interconnection points at POI for fixed network.”

This definition shall be removed from the Final Draft RAIO.

Explanation:

The above terms have not been used in the Draft RAIO and shall therefore be removed from the Final Draft RAIO. Ooredoo has stated this intent, but had not implemented this in the 2nd Draft RAIO.

42	Network Terminating Point	<i>“Telecommunications calls originating on a particular network which terminates on geographic or non-geographic number ranges in another network within Oman.”</i>	Ooredoo shall review this definition based on the below.
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Explanation:

Network Terminating Point (NTP) is typically defined as the regulatory demarcation point between the operator’s network and the customer’s equipment, usually sited on the customer’s premises. As such, Ooredoo should review its definition, including the intent to which it is using the term.

43	Performance Bond	<i>“Unconditional and irrevocable bank guarantee, issued by a bank registered in the Sultanate of Oman and acceptable to Providing Party.”</i>	Ooredoo shall review this definition based on the below.
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Explanation:

The current definition is not clear. If the performance bond is meant to cover / substitute the definition of Financial Security, the text is not in compliance with the A&I Regulation (which states that *‘The financial security may be provided in the form of a bank or other guarantee acceptable in the Sultanate for commercial transactions’*). It should, in that case, be amended.

Annex B – Services

Sr. No.	Clause Reference in 2 nd RAIO	Reference text in 2 nd Draft RAIO	Required Modifications
44	Clause 1.3	<p><i>“The Services listed in Clause Error! Reference source not found. below and covered under this Agreement are subject to feasibility and availability, taking into consideration the following:</i></p> <p><i>a. Access Provider’s anticipated requirements for the next five (5) years;</i></p> <p><i>b. Security and confidentiality requirements or restrictions imposed on Access Provider by governmental bodies in the Sultanate of Oman; or</i></p> <p><i>c. In case Access Provider plans to decommission the requested Service within three (3) years from the date of the request.”</i></p>	<p>Ooredoo should correct the reference shown as “error” and confirm to the TRA that it has checked the final version of the draft RAIO to ensure no cross-referencing errors.</p> <p>In addition, Ooredoo shall amend parts (a) and (c) of this clause as follows:</p> <p>a) <i>“Access Provider’s anticipated and substantiated requirements for the next three (3) years;”</i></p> <p><i>“(c) In case the Access Provider plans to decommission the requested Service within three (3) years from the date of the request. For the avoidance of doubt in such cases the Access Seeker shall be notified of the proposed decommissioning date and may proceed with its order. However it shall confirm in writing to the Access Provider that it has aware of the decommissioning date and that it will be required to vacate the relevant place or that the service may be terminated at that time and shall do so, without any delay on notice being served on it by the Access Provider.”</i></p>

Explanation:

The TRA has identified a need for the following amendments to this clause:

Firstly, Ooredoo must correct the reference showing in the second draft RAIO as “error” and confirm to the TRA that in the final version of the RAIO, all cross-references have been checked and are correct.

In addition, Sub-clause (a) shall be amended to:

- i) specify that the relevant period shall be 3 years. The TRA considers that a 3 year period should be more than adequate to take steps to cover additional needs etc; and

ii) specify that Ooredoo shall substantiate its requirements (i.e. if required, evidence must be produced that such needs exist).

With regards to Sub-clause (c), even if the service may be decommissioned within three years of the date of the request, provided that the Requesting Party is aware of this, the choice as to whether to incur the costs and order the service must rest with the Requesting Party and not Ooredoo. Ooredoo can in such cases ask the Requesting Party to sign a statement that it has been made aware of the decommissioning date and the consequences of this. The TRA considers that this is reasonable as providing a service during the decommissioning period should not prevent Ooredoo from being able to recover the costs it incurs in providing the service. As such, there is no reason to prevent a Requesting Party from ordering the service in question.

45	1.5	<i>“The Services listed in Clause Error! Reference source not found. below are as defined in the Access and Interconnection (A&I) Regulation issued by the TRA on the 16th of April 2016.”</i>	Ooredoo to correct the reference cross reference in this clause currently shown as “error”
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Explanation:

All error clauses must be amended and the Final Draft RAIO must be free of cross-referencing errors.

Annex B1 – Fixed Call Termination

Sr. No.	Clause Reference in 2nd RAIO	Reference text in 2 nd Draft RAIO	Required Modifications
46	1.1	<i>“This Annex sets out the basic conveyance services for the Ooredoo fixed Network.”</i>	Ooredoo shall amend this clause so that it is as follows: <i>“This Annex sets out the Fixed Call Termination Services on Ooredoo’s Fixed Network.”</i>
Explanation: This annex refers only to call termination services on Ooredoo’s fixed network and not other conveyance services. Therefore, for the avoidance of doubt, Ooredoo shall make the amendment set out above.			
47	1.7	<i>This clause is blank</i>	This clause is blank and therefore shall be deleted.
Explanation: Clause 1.7 is blank and shall therefore be deleted.			
48	2.2.1	<i>“Fixed Call Termination means: acceptance of Calls handed over from the Access Seeker’s Network to Ooredoo’s Network where the Call has been originated by an End User on the Access Seeker’s Network and for which Ooredoo’s fixed number is provided, and delivery or offer of delivery of each such Call to the Ooredoo’s designated destination in respect of that Call;”</i>	Ooredoo shall amend this clause as follows: <i>“Fixed Call Termination means: acceptance of Calls handed over from the Access Seeker’s Network to Ooredoo’s Fixed Network and for which Ooredoo’s fixed number is provided, and delivery or offer of delivery of each such Call to the Ooredoo’s designated destination in respect of that Call”</i>

Explanation:

The TRA notes that, as drafted by Ooredoo, this clause limited the call termination service to only cover those situations where the Call in question has been originated by an End User on the Access Seeker’s Network.

The TRA is satisfied that this imposes an improper restriction on Access Seekers, who could reasonably be acting as a transit operator either for local or international calls. In such cases, Ooredoo should still terminate those calls. Therefore, Clause 2.2.1 shall be amended to delete the above mentioned text.

49	2.2.2	<i>“International Fixed Termination Services means: acceptance of Calls handed to the Access Seeker’s Network where the Call has been originated by an End User in other countries on the Access Seeker’s Network.”</i>	Ooredoo shall amend this clause as follows: <i>“International Fixed Call Termination Services means: acceptance of Calls handed over from the Access Seeker’s Network to Ooredoo’s Fixed Network where the Call has been originated in other countries.”</i>
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Explanation:

As set out above in its Decision on Clause 2.2.1 of this Annex, the TRA considers that Clause 2.2.2 as drafted by Ooredoo places an improper restriction on the Requesting Party. As such, the clause shall be amended as set out above.

50	3.7	<i>“Fixed Calls” is a service which consists of the conveyance by Ooredoo Fixed of Calls to Ooredoo Fixed Network numbers, hereafter referred to as “Fixed Calls”. Calls conveyed under any other operator service are not conveyed pursuant to this Service.”</i>	Ooredoo shall delete this clause.
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Explanation:

The TRA considers that Clause 3.7 shall be deleted as there is no need to define the term, “Fixed Calls”. Instead, and as set out below, Ooredoo shall amend Clause 3.8 to refer to “National Fixed Call Termination Service”, rather than “Fixed Calls”.

51	3.8	<i>“Ooredoo shall, pursuant to the Fixed Calls Service, convey to their respective destinations number, Calls handed over by the Access Seeker Network at a Point of Interconnection. In the event that any numbers are ported out to other operators, the Access Seeker shall be charged the National Bilateral Transit charge under <u>Clause 7</u> by Ooredoo and whatever fee Ooredoo is being charged by the other operator(s) to which the number is ported.”</i>	Ooredoo shall amend this clause as follows: <ol style="list-style-type: none"> 1. It shall delete the reference to “Fixed Calls Service” and instead replace this with reference to “National Fixed Call Termination Service”. 2. It shall correct the reference to Clause 7.
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Explanation:

As set out above, the TRA considers there is no need to define the term, “Fixed Calls” in Clause 3.7. Instead, and as set out below, Ooredoo shall amend Clause 3.8 to refer to “National Fixed Call Termination Service”, rather than “Fixed Calls”.

The TRA notes that the reference to Clause 7 does not relate to charges and as such should be amended to reflect the correct clause of relevant Annex to which this cross-reference is intended.

52	4.1	<p><i>“The cost of additional product features, specialized billing, systems and/or network interfaces, non-standard connectivity and associated configuration, integration and testing are not included in the published tariffs. Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges.”</i></p>	<p>Ooredoo shall amend the clause as follows:</p> <p><i>“The cost of additional product features, specialized billing, systems and/or network interfaces, non-standard connectivity and associated configuration, integration and testing are not included in the published tariffs. Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges and shall be subject to TRA approval and publication.”</i></p> <p>Ooredoo is further directed to make the above amendment (i.e. stating that all such charges shall be subject to TRA approval) to <u>all</u> Annexes and Sub-annexes within its RAIO.</p>
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Explanation:

Clause 4.1 has been inserted into the Second Draft RAIO (the TRA notes it was not included in the First Draft RAIO). However, as such charges require TRA approval and publication in due time, the text should be amended as set out above.

53	5	<p><i>“Ordering shall follow the process stipulated in the Main Agreement”</i></p>	<p>Ooredoo shall include in this clause service specific delivery times, as set out in Annex 1.1. That is, it shall not cross refer to the Main Agreement except for those processes which are common across all services.</p>
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Explanation:

For ease of reference, all service specific delivery times as set out in Annex 1.1 which are relevant to this service shall be set out in Clause 5 of this Service Annex.

Annex B2 – Fixed Call Transit

Sr. No.	Clause Reference in 2 nd RAIO	Reference text in 2 nd Draft RAIO	Required Modifications
54	3.1	<i>“The interconnection transit services involve the conveyance of the telecommunication traffic between an existing PoI with the Access Seeker, with Access Provider Network and other PoI used by the same or other service providers cooperating with Access Provider’s Network.”</i>	Ooredoo shall amend this definition so that it is consistent with that set out in the A&I Regulation. That is: <i>“Call Transit is a Fixed Interconnection Service which comprises the conveyance of telephone calls from a Point of Interconnection with the Requesting Party’s network, across the Providing Party’s network and delivered to a Point of Interconnection with a third network for onward connection to the destination defined by the customer’s dialled digits.”</i>
Explanation: Ooredoo shall amend this definition so it is clearer and consistent with the definition set out in the A&I Regulation.			
55	3.3	<i>“The transit services for the Access Seeker shall require an earlier adjustment of Access Provider’s network; as a result the Access Seeker shall submit to Access Provider a transit order set out in the Agreement in a specific location of PoI in Access Provider’s Network. Access Provider shall launch the transit service within the maximum time limit of 30 Working Day.”</i>	Ooredoo shall update this clause to refer to the required delivery time set out in Annex 1.1.
Explanation: All delivery time issues were raised for industry comments. See Annex 1.1 for the decision on timescales.			
56	3.4	<i>“Access Provider shall launch transit traffic within 30 Working Day on condition that it has an adequate number of ports from/to which the traffic is to be transited. Access</i>	Ooredoo shall update this clause to refer to the required delivery time set out in Annex 1.1.

Provider, for technical reasons, may determine the limit of the transit traffic on selected directions. When Access Provider does not have an adequate number of ports from/to which the traffic is to be transited, in reply to the order, Access Provider shall set a time limit for the completion of the order, not exceeding the time needed to extend the ports.”

Explanation:

Ooredoo shall update this clause to refer to the required delivery time set out in Annex 1.1.

57 3.6 *“Access Provider may provide transit service, at the Access Seeker discretion, as:
3.6.1 Bilateral transit;
3.6.2 Cascade transit.”* Ooredoo shall add a definition of both Bilateral Transit and Cascade Traffic.

Explanation:

Following a query from the TRA, Ooredoo stated that ‘bilateral transit’ does not include the termination of traffic. However, in the ‘cascade transit’, it would provide a full “one stop shop service” for the originating operator (i.e., transit and termination).

The TRA notes Ooredoo’s reply and considers this is acceptable. However, for the sake of clarity, the bilateral and cascade transit service should be defined in the RAIO.

58 4.2 *“The termination fee is paid in full to the Third Party Operator. The service includes the termination fee charged by the Third Party Operator, and the transiting fee. Access Provider executes mediation and billing of termination fees. Access Provider invoices Access Seeker the termination fee of the Third Party operator together with the transiting fee,* Clause 4.2 shall be deleted.

listed in Clause 4 of this Annex. The termination fee is paid in full to the Third Party Operator.”

Explanation:

Clause 4.2 repeats what is stated in Clause 4.1. However, it also includes an incorrect cross reference to Clause 4 of this Annex rather than Clause 6. As such, Clause 4.2 shall be deleted.

59 5.2 *“Access Provider offers to The Access Seeker international termination service, bringing the call from a country through the International Switch to The Access Seeker where the call will be terminated. The fees for the international termination service are specified in Clause 7 of this Annex.”* Ooredoo is required to delete Clause 5.2 from this Annex.

Explanation:

The TRA notes that Clause 5.2 contains references to the international termination service. However, this service is included in the Fixed Termination Annex and so is not relevant to this Annex. Ooredoo should therefore remove this clause and delete all such references from this Annex.

60 8 *“Ordering shall follow the process stipulated in the Main Agreement”* Ooredoo include in this clause all service specific delivery times, as set out in Annex 1.1. That is, it shall not cross refer to the Main Agreement except for those processes which are common across all services.

Explanation:

For ease of reference, all service specific delivery times as set out in Annex 1.1 which are relevant to this service shall be set out in Clause 8 of this Service Annex.

Annex B3 – Mobile Call Termination

Sr. No.	Clause Reference in 2 nd RAIO	Reference text in 2 nd Draft RAIO	Required Modifications
61	1.2	<i>“The mobile terminating service is a service for the carriage of a Call from an agreed Point of Interconnection to a called mobile party on the Access Seeker’s mobile Network.”</i>	Ooredoo shall amend the clause as follows: <i>“The mobile terminating service is a service for the carriage of a Call from an agreed Point of Interconnection to a called mobile party on the Access Provider’s mobile Network.”</i>
Explanation: This Clause needs to be corrected as this should refer to a called party on the Access Provider’s mobile network (instead of the Access Seeker’s network).			
62	4.2	<i>“The tariffs applied by Access Provider for the provision of the terminating access service are indicated in <u>Clause 13</u>. Only calls that have been setup successfully and answered will be charged. The charging time starts with the answering signal and ends with the first clear signal generated either by the calling or the called party.”</i>	Ooredoo to correct the cross reference so that it refers to the clause which contains the relevant tariffs.
Explanation: Clause 13 covers forecasting requirements, rather than tariffs for termination services.			
63	6-9	<i>“6 Short Message Service Termination” “7 Short Message Service Termination Charges” “8 Multimedia Message Service” “9 Termination Multimedia Message Service Termination Charges”</i>	Ooredoo shall either amend the language of the clauses or shall add a clause to clarify that nothing in this Annex implies that the Access Seeker is under any obligation to offer a reciprocal service or terms and conditions. Ooredoo is also required to correct the cross references in these clauses.

Explanation:

Clauses 6 to 9 are drafted in a language implying a ‘reciprocal’ obligation on both parties. Given that there is no legal obligation for reciprocity, Ooredoo shall either amend the language of the clauses or shall add a clause to clarify that nothing in this Annex implies that the Access Seeker is under any obligation to offer a reciprocal service or terms and conditions.

64	6.12	<i>“National or international SMS transit traffic, SMS from third party service providers and SMS not originated from the mobile customers’ on the sending Party mobile network shall not be handed over to the other Party and the Party receiving those SMSs is not required to accept or terminated such traffic.”</i>	Ooredoo shall amend the clause as follows: <i>“6.12 National or international SMS transit traffic shall be handed over to the other Party and the Party receiving those SMSs is required to accept and terminate such traffic”</i>
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Explanation:

Concerning the restrictions included in clause 6.12 Ooredoo was asked to clarify why this exemption is justified. This is because the way this clause was drafted means that if a SMS has come through from another operator (overseas or with an MVNO agreement) Ooredoo will not terminate it. However, all SMS delivered by a Requesting Party should be terminated, irrespective of their origination point (provided they carry the correct CLI).

Ooredoo responded that this is a standard practice and considered reasonable.

The TRA is of the view that Ooredoo’s reply provides no justification for this restrictions to be included. In effect it means that if a SMS has not been originated by the Requesting Party (but for example, originates with a MVNO or an international carrier with whom the Requesting Party has an agreement to terminate traffic in Oman), Ooredoo will not terminate it. The TRA, having considered the representations made on this issue, both in the case of Ooredoo and Omantel, is satisfied that the effect of the proposed restriction is not in line with the legal and regulatory framework in force. In addition, such a restriction would also hamper competition between Ooredoo and other appropriately licensed operators who may bring traffic to be terminated in Oman. As such, the restrictions must be removed. Also, for the avoidance of doubt, the TRA notes that the cost of terminating such traffic by Ooredoo shall be the same regardless of the origination of the traffic. Therefore, Ooredoo shall amend the clause as set out above.

65 6.13 *“Each Party shall use its best endeavours to permanently prevent SMSs listed in 16.12 to be handed over to the other Party.”* This clause shall be deleted.

Explanation:

In view of the TRA’s decision regarding Clause 6.12 of this Annex, Clause 6.13 shall be deleted.

66 6.14 *“If the sending Party hands over SMS’s, as listed in 16.12, the Terminating Party has the right to immediately suspend the service in this Clause “Short Message Service Termination” until the Sending Party has made the necessary preventions.”* This clause shall be deleted.

Explanation:

In view of the TRA’s decision regarding Clause 6.12 of this Annex, Clause 6.14 shall be deleted.

67 6.18 *“Should either Party not comply fully with any obligations contained in this service it will be in breach of the Agreement. The other Party shall be entitled to escalate the issue within the breaching Party’s organisation and if no arrangement has been reached within 4 (four) weeks of the initial written communication from the Party not in breach to the breaching Party, the Party not in breach shall be entitled (upon 2 Working Days written notice to the breaching Party) to suspend or terminate this SMS termination service (subject to the TRA approval) on its mobile Network without any liability or obligation to pay any type of compensation to the Party in breach.”* Ooredoo shall:

1. Remove the references relating to the SMS service such that this clause applies generally to all Services covered by this Annex and consequently move this Clause to Section 1 of this Annex.
2. Revise the Clause so that it makes reference to the Clause 33 in the Main Agreement.

Therefore, Ooredoo shall adopt the following text for this Clause:
“Should either Party not comply fully with any obligations contained in this Annex it will be in breach of the Agreement. The other Party shall be entitled to escalate the issue within the breaching Party’s organisation and, subject to Clause 33 of the Main Agreement, if no arrangement has been reached within 4 (four) weeks of the initial written communication from the Party not in breach to the breaching Party, the Party not in breach shall be entitled (upon 2 Working Days written notice to the breaching Party) to suspend the service to which the breach relates (subject to the TRA approval) on its mobile Network without any liability or obligation to pay any type of compensation to the Party in breach.”

Explanation:

Ooredoo was asked to explain why this clause was specific for SMS only, as the Annex covers Mobile call termination services. The TRA further stated that there was a need to amend this clause as Ooredoo cannot terminate service without prior TRA approval.

Ooredoo responded that: (1) SMS is susceptible to risk of spam. Therefore, to ensure consumer protection it has focused on SMS and (2) The process of amending and terminating services is covered in the Main Agreement.

In light of Ooredoo's response, the TRA considers that Ooredoo shall:

1. remove the references relating to the SMS service;
2. revise the Clause so that it applies generally and makes reference to the relevant clause in the Main Agreement - in particular in the light of Point (62) above (referring to Clause 33.4 and 33.6 of the Main Agreement); and
3. In light of the above, move this Clause to Section 1 of this Annex.

68	8.1	<i>“A “Basic Terminating service: Multimedia Message Service” is an Interconnect service which consists of the conveyance by one Party of MMSs based on an Internet Protocol packet data bearer service, addressed to a Nawras IP address, referred to as “MMS”.”</i>	<p>Ooredoo shall amend this clause so that it does not refer to Nawras. That is, it shall state:</p> <p><i>“A “Basic Terminating service: Multimedia Message Service” is an Interconnect service which consists of the conveyance by one Party of MMSs based on an Internet Protocol packet data bearer service, addressed to a Ooredoo IP address, referred to as “MMS”.”</i></p> <p>Ooredoo shall also confirm that the final draft RAIO does not contain any other references to Nawras.</p>
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Explanation:

References to Nawras shall be removed from the RAIO due to these being out of date. All such references shall be updated to refer to Ooredoo.

69	8.10	<i>“National or international MMS transit traffic, MMS from third party service providers and MMS not originated from the Sending Party’s mobile customers’ shall not be handed over to the other Party and the Party receiving those MMSs is not required to accept or terminated such traffic.”</i>	<p>Ooredoo shall amend the clause as follows:</p> <p><i>“National or international MMS transit traffic shall be handed over to the other Party and the Party receiving those MMSs is required to accept or terminate such traffic.”</i></p>
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Explanation:

Ooredoo was again asked to explain why the restriction included in clause 8.10 is justified. As set out above in respect of Clause 6.12, the way Clause 8.10 is drafted means that if a MMS has originated with another operator with whom the Requesting Party has an agreement (for example, an international carrier or a MVNO), Ooredoo will not terminate it. However, all MMS delivered by a Requesting Party should be terminated, irrespective of their origination point (provided they carry the correct CLI). This is for the reasons set out above by the TRA in respect of Clause 6.12.

Ooredoo responded that in its view, its proposal is a standard practice and considered reasonable

The TRA does not consider that Ooredoo's response is acceptable. There is no legal basis for such a restriction and in line with the revised Clause 6.12 the text must be amended to remove such restrictions.

70	8.11	<i>If the Sending Party hands over MMS's, as listed in 18.10 Error! Reference source not found. the Terminating Party has the right to immediately suspend the service in this Section 18 "Multimedia Message Service Termination" until the Sending Party has made the necessary preventions.</i>	Ooredoo shall delete this clause from the Final Draft RAIO.
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Explanation:

This clause shall be deleted in light of the TRA's required amendments to Clause 8.10 of this Annex.

71	8.13	<i>"Should either Party not comply fully with any obligations contained in this service it will be in breach of this Agreement. The other Party shall be entitled to escalate the issue within the breaching Party's organisation and if no arrangement has been reached within 4 (four) weeks of the initial written communication from the Party not in breach to the breaching Party, the Party not in breach shall be entitled</i>	This clause shall be deleted
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(upon 2 Working Days written notice to the breaching Party) to suspend or terminate this MMS termination service on its mobile Network without any liability or obligation to pay any type of compensation to the Breaching Party.”

Explanation:

In light of the TRA’s decision that Ooredoo should amend Clause 6.13 in this Annex to the Second Draft RAIO and make that clause generally applicable, Clause 8.13 should now be deleted.

72 11

“Ordering shall follow the process stipulated in the Main Agreement”

Ooredoo shall include in this clause all service specific delivery times, as set out in Annex 1.1. That is, it shall not cross refer to the Main Agreement except for those processes which are common across all services.

Explanation:

For ease of reference, all service specific delivery times as set out in Annex 1.1 which are relevant to this service shall be set out in Clause 11 of this Service Annex.

Annex B-4-1 Call by Call Carrier Selection

Sr. No.	Clause Reference in 2nd RAIO	Reference text in 2 nd Draft RAIO	Required Modifications
73	1.2	<i>“This Service is intended for international Calls only (i.e. calls dialled in the International Format by dialling prefix “00”). This service is meant for only the voice calls and NOT THE DATA SERVICES.”</i>	Ooredoo shall amend this clause as follows: <i>“This Service is intended for international Calls only (i.e. calls dialled in the International Format by dialling prefix “00”).”</i>

Explanation:

Ooredoo shall remove the restriction from this clause which prevents the service from being used for data calls, as this is not in line with the Carrier Selection Regulation of 2008 (“CS Regulation”).

74	5.2/5.2.1	<i>“5.2 Access Provider as an Access Seeker shall not be obliged to supply the CCS Service unless and until: 5.2.1 The other Operator/s also agrees to provide such service.”</i>	Ooredoo shall delete Clause 5.2.1 of this Annex from the Final Draft RAIO.
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Explanation:

In response to a query from TRA, Ooredoo explained that this clause was needed as it would like to ensure equal treatment and non-discrimination in providing access services. It claims that this is addressed in Article 22 of the Regulation.

The TRA disagrees. Article 22 of the A&I Regulation states *“A Non-Dominant Operator shall, when negotiating and providing an Unregulated A&I Service, treat all Requesting Parties and Wholesale Customers in an equal and non-discriminatory manner.”* Ooredoo is a dominant service provider in the relevant market and thus obliged to supply the service. Unless the other service provider is Omantel (who is also a dominant service provider in the relevant market), there is no obligation on other licensees to agree to offer the service. If a non-dominant licensee decides to offer the service its obligation is that it must treat all service providers in a non-discriminatory manner. Ooredoo shall therefore delete the clause 5.2.1.

75	5.2.2	<i>“Both parties agree upon the related business, IT and Routing processes, Prefix Coding Scheme and the Tariffs.”</i>	Ooredoo shall amend the clause as follows: <i>“Both parties agree upon the related business, IT and Routing processes, Prefix Coding Scheme and the Tariffs, to the extent that such agreement is necessary and does not allow Ooredoo to include or require other terms and conditions that are not strictly necessary for the service.”</i>
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Explanation:

In response to a query from the TRA, Ooredoo explained that it is necessary to agree the matters listed in this clause with the Access Seeker in order to provide the service.

The TRA considers that Ooredoo’s reply is acceptable subject to it adding the additional wording to the clause as set out above. This is to ensure that Ooredoo does not unjustly insist on reaching agreement with the Access Seeker, or any form of reciprocity, when it is not strictly required for the provision of the service. This is because Ooredoo is obliged, as a dominant service provider, to offer this service on the terms and conditions set out in its RAIO.

76	5.2.3	<i>“The Operator applies for the establishment of at least one Point of Interconnection specified in Annex C where Access Provider will handover CCS Calls to the Operator and the Operator will hand over calls to Access Provider.”</i>	Ooredoo shall amend the clause as follows: <i>“The Access Seeker applies for the establishment of at least one Point of Interconnection specified in Annex C of the Agreement where Ooredoo will handover CCS Calls to the Access Seeker and the Access Seeker will hand over calls to Ooredoo. For the avoidance of doubt, the reference to the Access Seeker handing over calls to Ooredoo refers to the two way interconnection nature of the service only.”</i>
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Explanation:

In line with the TRA’s direction on Clause 5.2.3 of Annex B-4.2, Ooredoo shall amend Clause 5.2.3 of this Annex to clarify that the requirement for the Access Seeker to hand over calls to Ooredoo relates to the two way interconnection nature of the service only.

77	6.1.1	<i>“All calls with domestic termination regardless of type of network termination point, and”</i>	This clause relates to out of scope calls. Ooredoo shall amend the clause as follows: <i>“All calls to numbers shorter than 8 digits”</i>
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Explanation:

The amended text will ensure full consistency between the Final Draft RAIO and the Carrier Selection Regulation.

78 6.1.2 “All data calls or access to internet regardless of access point.” Again this Clause relates to out of scope calls. Clause 6.1.2 shall be deleted.

Explanation:

This clause shall be deleted so that the service Annex is consistent with the Carrier Selection Regulation.

79 7.1.1 of the First Draft RAIO “The Selected Operator must supply CCS call related trunks forecast in accordance with the Joint Working Manual to be developed.” Ooredoo shall confirm whether this clause will be deleted from the Final Draft RAIO. If the original text is to be reinstated, then, for the avoidance of doubt, Ooredoo shall amend the clause so that it states:
“The Selected Operator must supply CCS call related trunks forecast in accordance with the Joint Working Manual to be developed. For the avoidance of doubt where a separate trunk is required for billing purposes that shall be ordered by the Requesting Party and shall be charged for separately”

Explanation:

The TRA notes that the clause, which was in Ooredoo’s First Draft RAIO, was deleted in its Second Draft RAIO. However, for the avoidance of doubt and given that is not clear if this was deleted in error, the TRA notes that provided that a separate trunk is required primarily for billing, the deletion is acceptable. If the original text is to be reinstated, then, for the avoidance of doubt, Ooredoo should also add the text above.

80 This clause is not numbered but is included after 7.1.4 “For this service, the application procedures shall be in accordance with the agreed Business and IT processes, Prefix Coding Scheme, and the Routing processes between the licensed and the requesting operators.” This Clause shall be numbered as Clause 7.15 and shall be amended as follows:
“For this service, the application procedures shall be in accordance with the agreed Business and IT processes, Prefix Coding Scheme, and the Routing processes between the Parties.”
The TRA requires that Ooredoo also adds the following clause:
“The processes, including application procedures, shall be recorded in a Joint Working Manual that contains specific procedures related to the CPS Service and shall be developed jointly by all industry players once the request for CPS Service is received. Within three months of such a request been made, Ooredoo will submit to the TRA for approval the text of the Joint Working Manual, together with a note signed by all involved parties stating whether the text is agreed by all. Where any differences exist, these shall be clearly identified in the accompanied note. The Joint Working Manual shall come into force once approved by the TRA”

Explanation:

Ooredoo was asked to clarify where these processes are documented and available for other Parties to review, and if they have already been approved by the TRA. Ooredoo responded that the process is not included and will be agreed between parties in the agreement to be reviewed and approved by the TRA (i.e., the Joint Working Manual). See also the direction in relation to clause 9.2.2 of this Annex.

81	9.1	<i>“Ordering and delivery are according to the ordering process as described in the main body of the Agreement.”</i>	Ooredoo shall include in this clause all service specific delivery times, as set out in Annex 1.1. That is, it shall not cross refer to the Main Agreement except for those processes which are common across all services.
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Explanation:

For ease of reference, all service specific delivery times as set out in Annex 1.1 which are relevant to this service shall be set out in Clause 8 of this Service Annex.

82	9.2.2	<i>“For Business and IT processes, Prefix Coding Scheme, and the Routing processes shall be in accordance with the agreed and established processes between the Operators and approved by TRA.”</i>	<p>Ooredoo shall amend this clause as follows: <i>“The Business and IT processes, Prefix Coding Scheme, and the Routing processes that are necessary for the provision of the service shall be in accordance with the processes to be agreed and established between the Parties and approved by TRA. For the avoidance of doubt, the Tariffs shall be subject to TRA approval.”</i></p>
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The TRA also requires that Ooredoo adds the following clause. This clause shall be added after 9.2.2 with the numbering of the remainder of this section adjusted accordingly:

“The processes, including application procedures, shall be recorded in a Joint Working Manual that contains specific procedures related to the CCS Service and shall be developed jointly by all industry players once the request for the CCS Service is received. Within three months of such a request been made, Ooredoo will submit to the TRA for approval the text of the Joint Working Manual, together with a note signed by all involved parties stating whether the text is agreed by all. Where any differences exist, these shall be clearly identified in the accompanied note. The Joint Working Manual shall come into force once approved by the TRA”

Explanation:

The TRA considers that Clause 9.2.2 should be amended such that it is clear that the processes must be approved by the TRA and agreed and established between the Parties. The TRA has considered the representations made by all parties in relation to this clause and related issues where process and manuals need to be agreed at an industry level. It notes that these are normally developed as part of the implementation process, following a regulatory decision to introduce the individual product. Such manuals are then approved by regulatory authorities as and when they are issued. The TRA also recognises that such manuals/ processes are required for effective and proper implementation of the service.

Given this, the TRA is satisfied that these should be developed jointly by industry, with Ooredoo leading the process. However, the processes should be a document jointly developed with the industry. These manuals can also build on international benchmarks where available. The TRA shall supervise and approve the processes in due time, as necessary.

However, this process should not be delayed unnecessarily. As such any such processes shall be prepared no later than three months after a service request is being made and by the end of the three month period, the manual shall be submitted to the TRA for approval, together with a note signed by all involved parties stating whether it is agreed by all of them and where there are any differences, what these are. Therefore, the TRA also requires that Ooredoo also adds the clause set out above.

83	9.2.4	<i>“With respect to system preparation for the CCS Service including the setup of the POI, Access Provider shall use its best endeavors to have a target delivery time of 34 working days from the date of submitting the order and shall not exceed 75 working Days.”</i>	Ooredoo shall update this clause to refer to the required delivery time set out in Annex 1.1.
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Explanation:

All delivery time issues were raised for industry comments. See Annex 1.1 for the decision on timescales.

Annex B-4-2 Carrier Pre Selection

Sr. No.	Clause Reference in 2nd RAIO	Reference text in 2 nd Draft RAIO	Required Modifications
84	1.2	<i>“This service is intended for International Calls only (i.e. calls by the users dialled in the International Format by dialling the prefix “+”). This service is meant for only the voice calls and not the data service.”</i>	Ooredoo shall amend this clause as follows: <i>“This Service is intended for international Calls only (i.e. calls dialled in the International Format by dialling prefix “00”).”</i>
Explanation: Ooredoo shall remove the restriction from this clause which prevents the service from being used for data calls, as this is not in line with the Carrier Selection Regulation.			
85	5.2/5.2.1	<i>“5.2 A Party to this Agreement shall not be obliged to supply the CPS Service unless and until: 5.2.1 The other Party also agrees to provide such service.”</i>	Ooredoo shall delete Clause 5.2.1 from the Final Draft RAIO.
Explanation: The reasons for TRA’s Decision are set out under its direction in relation to Clause 5.2.1 in Annex B-4-1.			
86	5.2.2	<i>“Both parties agree upon the related business, IT and Routing processes, Prefix Coding Scheme and the Tariffs.”</i>	Ooredoo shall amend the clause as follows: <i>“Both parties agree upon the related business, IT and Routing processes, Prefix Coding Scheme and the Tariffs, to the extent that such agreement is necessary and does not allow Ooredoo to include or require other terms and conditions that are not strictly necessary for the service.”</i>

Explanation:

The reasons for the TRA’s Decision are set out under its direction in relation to Clause 5.2.2 in Annex B-4-1.

87 5.2.3	<p><i>“The Access Seeker applies for the establishment of at least one Point of Interconnection specified in Annex C of the Agreement where Ooredoo will handover CPS Calls to the Access Seeker and the Access Seeker will hand over calls to Ooredoo. The Access Seeker pays the appropriate charges as specified in Annex C.”</i></p>	<p>Ooredoo shall amend the clause as follows: <i>“The Access Seeker applies for the establishment of at least one Point of Interconnection specified in Annex C of the Agreement where Ooredoo will handover CPS Calls to the Access Seeker and the Access Seeker will hand over calls to Ooredoo. The Access Seeker pays the appropriate charges as specified in Annex C. For the avoidance of doubt, the reference to the Access Seeker handing over calls to Ooredoo refers to the two way interconnection nature of the service only.”</i></p>
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Explanation:

In response to a query by the TRA, Ooredoo clarified that this clause is referring to two way interconnection.

Given the reply by Ooredoo, the TRA requires that the text of the clause is redrafted so as to make it clear that it refers to two way interconnection only.

88 6.1.1	<p><i>“All calls with domestic termination regardless of type of network termination point, and”</i></p>	<p>This clause relates to out of scope calls. Ooredoo shall amend the clause as follows: <i>“All calls to numbers shorter than 8 digits”</i></p>
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Explanation:

The amended text will ensure full consistency between the final draft RAIO and the Carrier Selection Regulation.

89 6.1.2	<p><i>“All data calls or access to internet regardless of access point.”</i></p>	<p>Again, this clause relates to out of scope calls. Ooredoo shall delete this clause to bring it in line with the Carrier Selection Regulation.</p>
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Explanation:

Ooredoo shall delete this clause to bring it in line with the CS Regulation.

90 6.2.4	<p><i>“The Access Seeker in respect of the CPS Service orders may only request the Service once every two (2) weeks on a week day agreed between both Parties. Both Parties shall agree</i></p>	<p>Ooredoo shall amend the clause as follows: <i>“The Access Seeker in respect of the CPS Service orders may only request the Service once every week on a week day agreed between both Parties. Both Parties shall agree on the number of connections that can be submitted at a time.”</i></p>
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on the number of connections that can be submitted at a time.”

Explanation:

This matter was discussed during the industry meeting. During that meeting, Ooredoo stated that in general, batching made operational sense and the current 2 week batching proposal worked well for them. However, as part of its written submission, Ooredoo stated a willingness to amend this requirement (i.e. to allow for more frequent order submissions) if it was deemed necessary by TRA, so long as this would still allow for an efficient and operationally smooth ordering process.

During the industry meeting Omantel explained that it adopted this process with Ooredoo 8 years ago, in response to prior experience in the past on order management where orders had not been handled efficiently or smoothly. It stated that the batching helped to resolve these matters and is in line with practices elsewhere. For example, it stated that Batelco in Bahrain has deployed similar batching. Given this, Omantel recommended to adopt the process for now, and to review it in a few years' time. According to Omantel, the need for batching is heightened under the current market environment with up to 11 (5 Class 1, 5 Class 2 and the new MNO) licensees potentially submitting orders to it.

During the industry meeting, TeO stated that whilst it accepted the need for some batching, the current proposal to batch orders every two weeks was not acceptable. It argued that this was particularly the case as most of the relevant services are inputs to customer facing retail services, meaning that this would create delays for OLOs wishing to offer services to retail customers, so disadvantaging them in downstream markets. As part of its written submission, TeO confirmed its views set out above, stating amongst others that accepting such an ordering proposal would put the access seeker at a big disadvantage compared to the dominant operators' own retail organisations, which do not suffer from such restrictions.

Referring to the existing Mobile Number Portability process in Oman (where orders can be placed on any day of the week, and the service delivery is two working days), Teo requested that TRA should require Omantel and Ooredoo to implement an efficient service provisioning & delivery process for, in particularly, retail-related A&I services, allowing access seekers to fairly compete with the dominant operators' own retail organisations.

During the industry meeting, Friendi agreed with TeO's position and proposed to allow orders to be submitted once a week. Renna stated that it was ok with Omantel's (and Ooredoo's) current proposal.

The TRA, having considered the points raised by all the parties, recognizes that some form of batching/grouping of orders makes administrative sense, in terms of supporting the management of the necessary processes and orders. As such, the TRA accepts that Ooredoo

can maintain this process. However, under the existing process, the two weeks' time lag between orders is such that it delays the ordering process to such an extent that OLOs may not be able to meet their obligations to end customers (i.e., they may not be able to deliver retail services to end customers on a timely basis).

Given the above, the TRA is satisfied that the batching process proposed may be retained, subject to a reduction of the relevant period from two weeks to once a week. This would allow Ooredoo to manage the process and at the same time would allow the industry to meet their obligations and support OLOs to compete effectively against Ooredoo.

91	7.1.1 of the First Draft RAIO	<i>“The Selected Operator must supply CPS call related trunks forecast in accordance with the Joint Working Manual to be developed.”</i>	Ooredoo shall confirm whether this clause will be deleted from the Final Draft RAIO. If the original text is to be reinstated, then, for the avoidance of doubt, Ooredoo shall amend the clause as follows: <i>“The Selected Operator must supply CPS call related trunks forecast in accordance with the Joint Working Manual to be developed. For the avoidance of doubt where a separate trunk is required for billing purposes that shall be ordered by the Requesting Party and shall be charged for separately”</i>
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Explanation:

The TRA notes that the clause, which was in Ooredoo’s First Draft RAIO, was deleted in its Second Draft RAIO. However, for the avoidance of doubt and given that is not clear if this was deleted in error, the TRA notes that provided that a separate trunk is required primarily for billing, the deletion is acceptable. If the original text is to be reinstated, then, for the avoidance of doubt, Ooredoo should also add the text above.

92	This clause is not numbered but is included after 7.1.4	<i>“For this service, the application procedures shall be in accordance with the agreed Business and IT processes, Prefix Coding Scheme, and the Routing processes between the licensed and the requesting operators.”</i>	This Clause shall be numbered as Clause 7.15 and shall be amended as follows: <i>“For this service, the application procedures shall be in accordance with the agreed Business and IT processes, Prefix Coding Scheme, and the Routing processes between the Parties.”</i> The TRA requires that Ooredoo also adds the following clause: <i>“The processes, including application procedures, shall be recorded in a Joint Working Manual that contains specific procedures related to the CPS Service and shall be developed jointly by all industry players once the request for CPS Service is received. Within three months of such a request been made, Ooredoo will submit to the TRA for approval the text of the Joint Working Manual, together with a note signed by all involved parties</i>
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stating whether the text is agreed by all. Where any differences exist, these shall be clearly identified in the accompanied note. The Joint Working Manual shall come into force once approved by the TRA”

Explanation:

Ooredoo was asked to clarify where these processes are documented and available for other Parties to review, and if they have already been approved by the TRA. Ooredoo responded that the process is not included and will be agreed between parties in the agreement to be reviewed and approved by the TRA (i.e., the Joint Working Manual). See also the direction in relation to clause 9.2.2 of this Annex.

93	9.1	<i>“Ordering and delivery are according to the ordering process as described in the main body of the Agreement.”</i>	Ooredoo shall include in this clause all service specific delivery times, as set out in Annex 1.1. That is, it shall not cross refer to the Main Agreement except for those processes which are common across all services.
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Explanation:

For ease of reference, all service specific delivery times as set out in Annex 1.1 which are relevant to this service shall be set out in Clause 8 of this Service Annex.

94	9.2.2	<i>“For Business and IT processes, Prefix Coding Scheme, and the Routing processes shall be in accordance with the agreed and established processes between the Operators and approved by TRA.”</i>	Ooredoo shall amend this clause as follows: <i>“The Business and IT processes, Prefix Coding Scheme, and the Routing processes that are necessary for the provision of the service shall be in accordance with the processes to be agreed and established between the Parties and approved by TRA. For the avoidance of doubt, the Tariffs shall be subject to TRA approval.”</i>
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The TRA also requires that Ooredoo adds the following clause. This clause shall be added after 9.2.2 with the numbering of the remainder of this section adjusted accordingly:

“The processes, including application procedures, shall be recorded in a Joint Working Manual that contains specific procedures related to the CPS Service and shall be developed jointly by all industry players once the request for the CPS Service is received. Within three months of such a request been made, Ooredoo will submit to the TRA for approval the text of the Joint Working Manual, together with a note signed by all involved parties stating whether the text is agreed by all. Where any differences exist, these shall be clearly

identified in the accompanied note. The Joint Working Manual shall come into force once approved by the TRA”

Explanation:

The TRA considers that Clause 9.2.2 should be amended such that it is clear that the processes must be approved by the TRA and agreed and established between the Parties. The TRA has considered the representations made by all parties in relation to this clause and related issues where process and manuals need to be agreed at an industry level. It notes that these are normally developed as part of the implementation process, following a regulatory decision to introduce the individual product. Such manuals are then approved by regulatory authorities as and when they are issued. The TRA also recognises that such manuals/ processes are required for effective and proper implementation of the service.

Given this, the TRA is satisfied that these should be developed jointly by industry, with Ooredoo leading the process. However, the processes should be a document jointly developed with the industry. These manuals can also build on international benchmarks where available. The TRA shall supervise and approve the processes in due time, as necessary.

However, this process should not be delayed unnecessarily. As such any such processes shall be prepared no later than three months after a service request is being made and by the end of the three month period, the manual shall be submitted to the TRA for approval, together with a note signed by all involved parties stating whether it is agreed by all of them and where there are any differences, what these are. Therefore, the TRA also requires that Ooredoo also adds the clause set out above.

95 9.2.6 *“With respect to system preparation for the CPS Service, Ooredoo shall use its best endeavours to have a target delivery time of 34 Working Days and shall not exceed 75 Working Days subject to feasibility.”* Ooredoo shall update this clause to refer to the required delivery time set out in Annex 1.1.

Explanation:

All delivery time issues were raised for industry comments. See Annex 1.1 for the decision on timescales.

96 9.2.8 *“With respect to activating the CPS of each Customer, Ooredoo shall use its best endeavours to have a target delivery time of 14* Ooredoo shall update this clause to refer to the required delivery time set out in Annex 1.1.

*Working Days with maximum delivery time
of 30 Working Days subject to feasibility.”*

Explanation:

All delivery time issues were raised for industry comments. See Annex 1.1 for the decision on timescales.

Annex B-5-1 Wholesale Broadband Line Rental

Sr. No.	Clause Reference in 2 nd RAIO	Reference text in 2 nd Draft RAIO	Required Modifications
97	Title	<i>“Wholesale Broadband Line Rental”</i>	Ooredoo shall amend the title as follows: <i>“Wholesale Line Rental”</i>

Explanation:

The TRA notes that the title of the annex contains the word ‘Broadband’ which should be deleted given the nature of the service.

98	3.3	<i>“The WLR Services are offered with the Access Seeker’s carrier pre-selection or call-by-call according to the technical and financial conditions in this Agreement. For the sake of clarity, per given access line, only the operator subscribed to that WLR Services can be pre-selected, while CPS does not prevent the End-User from using other operator’s CSC, including EPT, on a CbC basis.”</i>	Clause 3.3 shall be amended to remove references to CCS and CPS services. The TRA requires that all references to CPS and CCS are removed. However, for international calls, it should be possible for the Requesting Party to request, on behalf of the end user, CCS or CPS in addition to WLR, as long as the products are unbundled. In addition, Ooredoo shall include in the Annex definitions of all acronyms used in the final version of this clause.
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Explanation:

In reviewing Ooredoo’s draft RAIO, Omantel stated, with reference to Clause 3.3 that the Wholesale Line Rental service should not be bundled with any other services such as CPS or CCS.

With regard to this, the TRA notes that the WLR service still includes the provision of CPS or CCS as part of the WLR offer. As CPS and CCS only cover international calls, the combination of WLR with CPS/CCS does not provide an appropriate service. The TRA requires that the references to CPS and CCS should be removed from Clause 3.3, such that the WLR service only includes conveyance of end-to-end calls over the Ooredoo network. However, for international calls, it should be possible for the Requesting Party to request, on behalf of the end user, CCS or CPS in addition to WLR, as long as the products are unbundled.

99 Figure 1

Figure 1

Ooredoo shall update the diagram in line with the TRA's requirements below, including adding a second diagram where the call stays on Ooredoo's network end-to-end.

Explanation:

This Figure shows the network configuration when calls are handed off to the Requesting Party (or another operator if so selected on a call by call basis). Given this, Ooredoo was asked to consider adding a diagram where the customer does not have CPS and does not invoke an operator on a call-by-call basis (i.e., where the call stays on Ooredoo's network end-to-end). Ooredoo stated that it preferred to keep the diagram at this level for the RAIO, without further explanation.

In addition, Omantel commented that the A&I Regulation defined the service differently to how it has been defined by Ooredoo. According to Omantel, the responsibility for handling the calls from the end user is Ooredoo's, including if the call is terminated to a third operator. Therefore, in Omantel's view, the diagram does not reflect the service described by the TRA.

The TRA notes Ooredoo's reply, but remains of the view that the diagram needs to be amended in line with its original comment. This is because WLR is a systemless and virtual network service, with there being no POIs for the service.

100 4

Migration

"5.1 For the Migration of existing WLR Services, the Receiving Operator has to prior agree in writing with the end user upon the Migration and the end user has to confirm in writing to the Receiving Operator that it cancels the current telephone access services provided by the Donor Operator in compliance with applicable contractual obligations between that end user and the Donor Operator. The Receiving Operator shall provide a copy of the above-mentioned confirmation to the Donor Operator upon its request.

Ooredoo shall amend the numbering of this Clause so that it is numbered as Clause 4.1. It shall further ensure that all clauses in this Annex, and all other Annexes, are numbered correctly.

For obtaining the effective Migration of the WLR Services from the Donor Operator to the Receiving Operator, the Receiving Operator shall order the Migration to Ooredoo in compliance with applicable procedures. The Donor Operator will be informed by Ooredoo of the cancellation of the WLR Services further to the achievement of the contemplated Migration.”

Explanation:

The clause is numbered incorrectly in the Second Draft RAIO.

101 6.2 *“Ooredoo is allowed to use, for all actions in the context of this Agreement, its normal vehicles and staff uniforms with all advertising on them as for its own products and services.”* Ooredoo shall amend the Clause as follows:
“Ooredoo is allowed to use, for all actions taken pursuant to this Agreement, its normal vehicles and staff uniforms with all advertising on them as for its own products and services.”

Explanation:

In a response to a clarification question by the TRA, Ooredoo stated that actions referred to in this clause was intended to relate to all actions under this Agreement. Given this, Ooredoo should make reference to this in the relevant clause.

102 7.1 *“The charges will be for 10 Customers and it’s multiple.”* Ooredoo shall delete the text *“The charges will be for 10 Customers and it’s multiple.”* to allow individual orders and specify charges accordingly.

Explanation:

While for some ancillary services it may be justified to require a minimum order of 10 (e.g. distribution blocks), this is not the case for WLR. This is because WLR is a virtual service. Therefore, Ooredoo must amend the text at Clause 7.1 to allow individual orders and specify charges accordingly.

103 2.1* *“Ordering shall follow the process stipulated in the Agreement”* Ooredoo shall include in this clause all service specific delivery times, as set out in Annex 1.1. That is, it shall not cross refer to the Main Agreement except for those processes which are common across all services.

Furthermore, Ooredoo shall ensure that this Section is correctly numbered (i.e., that it is Section 9 of the Annex) and that all Sections of this Annex are correctly numbered.

Explanation:

For ease of reference, all service specific delivery times as set out in Annex 1.1 which are relevant to this service shall be set out in this Section of this Service Annex.

**Whilst listed as Clause 2.1 in the Annex, the TRA notes that this section and clause follows Section 8 of the Annex. It therefore presumes that this should be Section 9 of the Annex.*

Annex B5-2 Bitstream Layer 2

Sr. No.	Clause Reference in 2 nd RAIO	Reference text in 2 nd Draft RAIO	Required Modifications
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104	N/A	N/A. This comment refers to the whole Annex.	See the explanation below.
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Explanation:

During the industry meeting and subsequent written submissions, Ooredoo stated that it recognised the need to refine the RAIO to make it clear that bitstream as described can only be offered on their copper services – which they acknowledged are limited. Ooredoo also stated that it did not have a technical solution to offer bitstream over LTE TDD at this stage.

Whilst Ooredoo recognised that the technical solutions offered by Omantel and TeO (see below) were technical feasible, it considered these to resemble resale services or network sharing (rather than bitstream services). Ooredoo reiterated that in its view, a fixed access services (such as bitstream) does not translate well to a wireless service as:

- the service cannot be separated out and controlled by the access seeker (as done in a fixed network based bitstream), as in a wireless network context the spectrum resources from Ooredoo would have to be shared fully and up to the core network with the access seeker;
- the access seeker cannot connect practically to the nearest POP (i.e. the local base station);
- The access seeker needs to access Ooredoo's core network and needs complicated interfacing arrangements;
- Ooredoo would have to remain involved in in the provisioning of the services and responsible for its QoS as the service cannot be separated from its own service to end-users; and
- There is no physical restriction or access preventing a 3rd party from offering this service as it is wireless.

Given the above, Ooredoo remained of the view that it is not able to offer a bitstream service via TDD LTE networks. However, it would instead be willing to include some form of reseller arrangements (in line with Omantel's and TeO's suggestions) in its RAIO.

As part of its written submission on 24th May 2017, Awasr disagreed with Ooredoo's statement that bitstream via TDD LTE networks was not possible, referencing a similar offer provided by NBN Co in Australia. It further stated that it is possible to provide Layer 2 Unicast Bitstream Services at up to 25Mbps download speeds.

As part of its written submission on 24th May 2017, Omantel noted that it is already providing a similar kind of service in form of hosting Mobile Resellers, with the only difference being that for bitstream services, the traffic will be segregated at the GGSN level and handed over to the Requesting Party. Omantel provided an overview of the process/steps required to enable bitstream services over TDD LTE networks (including a network diagram).

During the industry meeting TeO stated that, in its view, it was possible to offer bitstream services over a 2.3GHz LTE network. As part of its written response, TeO stated that it is important that the bitstream service is available over any fixed access broadband network, independent of technology and customer segment. Hence, bitstream access related to both fixed wireless access over LTE (and future wireless technologies) and fibre access should be offered.

TeO acknowledged that “bitstream” services as per standard terminology and technology is relevant to a fixed broadband IP service, and as such, Ooredoo may not be sure how to match this service description on its LTE network. However, following its general comments, TeO believes that providing a wholesale offer on Ooredoo’s 2.3GHz LTE network could be implemented following technology and topology in the form of a hybrid model, where both parties could jointly agree on the implementation of the service in a reasonable non-discriminatory period.

In this case, TeO considers that the access seeker could own some of the mobile core network broadband components such as; GGSN/PCRF/OCS/billing and similar to the core IP-router/BRAS/billing in a fixed network implementation, and in particular to Bitstream Layer 2 or Layer 3 services. Following example, the access provider mobile core data network will be configured and setup to route the traffic originated from the SIM cards provisioned for access-seeker, to the access seeker's GGSN platform where the access-seeker will further deliver the mobile broadband services to end-consumer, including full service provisioning, customer care and billing.

The above was further reiterated in TeO’s submission dated 29th May 2017 where it also set out technical solutions/suggestions on how Ooredoo can offer bitstream services via its TDD LTE network.

The TRA is satisfied that given that the Market Definition and Dominance Decision is technology neutral, Ooredoo is required to offer bitstream services over its fixed and fixed wireless networks. It has therefore considered the representations made by Ooredoo and all other parties on how this service can be provided.

It concludes that throughout the process of the review of the draft RAIO, the evidence and representations made by Ooredoo have not satisfied the TRA that this is not technically possible. Indeed other stakeholders have reiterated that it is possible to offer such a service and have offered their support in implementing it. As such, Ooredoo is required to offer these services.

However, the TRA, taking into account the prevailing uncertainty over the demand for these services, the costs involved and the time required for Ooredoo to prepare a meaningful service annex to deal with these, as well as the time that it would take for TRA to review/approve it, has decided that the relevant provisions of the Bitstream Layer 2 service offered over Ooredoo's TD-LTE network need not be included in the Final Draft RAIO Ooredoo shall prepare at this stage. Rather, the TRA approval of the RAIO shall be conditional on the obligation of Ooredoo, upon receiving a request from an Access Seeker for the Bitstream Layer 2 Service over Ooredoo's TD-LTE network to be in a position, within 12 weeks, to produce and submit for TRA review and approval an offer containing all the necessary technical, operational and financial parameters of the service. For the avoidance of doubt the TRA considers that Ooredoo should be taking steps in the meantime so that once a request is received it will be in a position to provide the relevant service, based on the specific requirements and within the time specified above.

105	1.1	<i>“This Annex sets out the Ooredoo offer for the Internet Broadband Bitstream Access Service.”</i>	<p>Ooredoo shall amend this clause as follows: <i>“This Annex sets out the Ooredoo offer for the Bitstream Layer 2 Service.”</i> Ooredoo shall make similar changes in all other clauses of this Annex where it has not used the term <i>“Bitstream Layer 2 Service”</i> for the service under consideration. For the avoidance of doubt and without limitation, this requires Ooredoo to also amend clauses 1.2, 1.3, 1.4, 1.5, 3.1, 3.6, 3.7, 3.8, 3.10, 4.2 and 4.4.</p>
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Explanation:

To avoid confusion and ensure consistency with the A&I Regulation, Ooredoo shall ensure that, throughout this Annex, the Service is referred to as the “Bitstream Layer 2 Service”.

106	1.4	<i>“Internet Broadband Bitstream Access Service is intended for broadband internet connectivity. This service is not intended to be used for voice services.”</i>	<p>Ooredoo shall amend this clause as follows: <i>“The Bitstream Layer 2 Service is intended for broadband internet connectivity.”</i></p>
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Explanation:

Ooredoo shall delete the reference to: *“This service is not intended to be used for voice services.”* This is because the definition of the service in accordance with Annex 3.3 of the A&I Regulation does not provide for such a restriction. Furthermore, and as set out above, Ooredoo shall refer to the service throughout this Annex to the Service as the Bitstream Layer 2 Service.

107 2	<i>Definitions</i>	Ooredoo shall include, either in this Section of the Annex, or in Annex A, a definition of the Bitstream Layer 2 Service, which shall be consistent with the definition set out in the A&I Regulation.
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Explanation:

To avoid confusion over the nature of the Bitstream Layer 2 Service, Ooredoo shall include a definition of this Service, which shall be consistent with the A&I Regulation.

108 4.1	<i>“Due to the roll-out of Ooredoo network capacity, the service is only available in specific geographic areas.”</i>	Ooredoo shall add a reference to where the relevant details can be found and shall amend this clause as per the explanation below.
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Explanation:

The TRA considers that the areas where the service is available should be known to the other licensees. As such, it is satisfied that that a relevant schedule should be made available to the relevant operators through the internet setting out the availability of the service. This can be updated by Ooredoo as necessary. Therefore a reference should be added to this approach in the RAIO and a link be provided to where the details can be found. For the avoidance of doubt it would be open to Ooredoo, for security reasons, to make such information available through a secure site only to other operators that it has an A&I agreement or is negotiating such an agreement.

109 4.2	<i>“The Parties will from time to time agree on what areas in which IBBAS is available for the Access Seeker. Available areas depend on the deployment capacity in Ooredoo network. Ooredoo shall use its best efforts to make areas available, based on the forecasts from the Access Seeker.”</i>	Ooredoo shall amend this clause as per the explanation below.
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Explanation:

Ooredoo shall make the Service available wherever it has network infrastructure, in line with the other provisions of its RAIO. Consequently and in line with the TRA’s decision on Clause 4.1, Ooredoo should add a reference to where the relevant details regarding its network availability can be found.

For the avoidance of doubt, it would be open to Ooredoo for security reasons to make such information available through a secure site and only to those operators that it has an A&I agreement with, or is negotiating such an agreement with.

<p>110 6.1.4</p>	<p><i>“Network Alterations shall be carried out within the timescales laid down in this Section 10. If the requested Party believes that it is not in a position to proceed with the requested Network Alteration, either within the timescales requested or in any circumstances, the Access Seeker shall be advised within two [2] weeks of receipt of the Network Alteration request. In these circumstances both Parties shall make all reasonable efforts to resolve the situation, including recourse to the dispute resolution process as per main body of the Agreement.”</i></p>	<p>Ooredoo shall amend this clause to correct the cross-reference. That is, it shall state:</p> <p><i>“Network Alterations shall be carried out within the timescales laid down in this Section 6. If the requested Party believes that it is not in a position to proceed with the requested Network Alteration, either within the timescales requested or in any circumstances, the Access Seeker shall be advised within two [2] weeks of receipt of the Network Alteration request. In these circumstances both Parties shall make all reasonable efforts to resolve the situation, including recourse to the dispute resolution process as per main body of the Agreement.”</i></p> <p>Furthermore, Ooredoo shall ensure that all other cross references in the RAIO are correct.</p>
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Explanation:

The reference in this clause to Section 10 is incorrect and shall be amended.

<p>111 6.1.7</p>	<p><i>“The Parties shall agree and conclude a bitstream inter-operator maintenance process manual prior to signing the Agreement.”</i></p>	<p>This clause shall be amended as follows:</p> <p><i>“The Parties shall agree bitstream inter-operator maintenance processes as part of a Joint Working Manual that contains specific procedures related to the Bitstream Layer 2 Service and shall be developed jointly by all industry players once the request for the Bitstream Layer 2 Service is received. Within three months of such a request been made, Ooredoo will submit to the TRA for approval the text of the Joint Working Manual, together with a note signed by all involved parties stating whether the text is agreed by</i></p>
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all. Where any differences exist, these shall be clearly identified in the accompanied note. The Joint Working Manual shall come into force once approved by the TRA”

Explanation:

Agreeing this manual prior to signing the Agreement may delay the completion of the Agreement. Therefore, the clause shall be amended and shall instead refer to a Joint Working Manual which must be developed by Ooredoo and other industry players in line with the process set out in the required text for this clause.

112 6.1.8

“The Parties shall agree and conclude a network termination unit installation manual prior to signing the Agreement. This document shall define the responsibilities of all parties involved in the access, provision, and repair of different types of services using the Ooredoo network. Specifically, this document shall define the procedures and standards to which any party including the Customer, installing a NTU at the Customer’s premises for Bitstream provisioning on copper paths, should adhere to.”

This clause shall be amended as follows:

“The Parties shall agree network termination unit installation processes and procedures as part of a Joint Working Manual that contains specific procedures related to the Bitstream Layer 2 Service and shall be developed jointly by all industry players once the request for the Bitstream Layer 2 Service is received. Within three months of such a request been made, Ooredoo will submit to the TRA for approval the text of the Joint Working Manual, together with a note signed by all involved parties stating whether the text is agreed by all. Where any differences exist, these shall be clearly identified in the accompanied note. The Joint Working Manual shall come into force once approved by the TRA. This document shall define the responsibilities of all parties involved in the access, provision, and repair of different types of services using the Ooredoo network. Specifically, this document shall define the procedures and standards to which any party including the Customer, installing a NTU at the Customer’s premises for Bitstream provisioning on copper paths, should adhere to.”

Explanation:

Agreeing this manual prior to signing the Agreement may delay the completion of the Agreement. Therefore, the clause shall be amended and shall instead refer to a Joint Working Manual which must be developed by Ooredoo and other industry players in line with the process set out in the required text for this clause.

113 7

Ordering and Delivery

Ooredoo shall include in this clause service specific delivery times, as set out in Annex 1.1. That is, it shall not cross refer to the Main Agreement except for those processes which are common across all services.

Explanation:

For ease of reference, all service specific delivery times as set out in Annex 1.1 which are relevant to this service shall be set out in this Section of this Service Annex.

114 7.3	<p><i>“The Bitstream Port Transfer service is available for use by the [Company] who has secured a DSL Transfer Authorization Form (TAF), as defined in the Definitions Section, from a Customer, and complies with the processes, procedures, and standards for the Bitstream Industry Process Manual, Section 3.4.5.1.1.”</i></p>	<p>Ooredoo shall amend this clause as follows: <i>“The Bitstream Port Transfer service is available for use by the [Company] who has secured a DSL Transfer Authorization Form (TAF), as defined in the Definitions Section, from a Customer, and complies with the processes, procedures, and standards for the Bitstream Layer 2 Service as set out in the Joint Working Manual. These processes, procedures and standards shall be recorded in a Joint Working Manual that contains specific procedures related to the Bitstream Layer 2 Service and shall be developed jointly by all industry players once the request for the Bitstream Layer 2 Service is received. Within three months of such a request been made, Ooredoo will submit to the TRA for approval the text of the Joint Working Manual, together with a note signed by all involved parties stating whether the text is agreed by all. Where any differences exist, these shall be clearly identified in the accompanied note. The Joint Working Manual shall come into force once approved by the TRA”</i></p>
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Explanation:

Ooredoo has not provided the “Bitstream Industry Process Manual” it refers to in the draft of this clause. Therefore, the clause shall be amended and shall instead refer to a Joint Working Manual which must be developed by Ooredoo and other industry players in line with the process set out in the required text for this clause.

115 7.3.3	<p><i>“The provisions of this Clause 7.3 shall apply to CAFs and Migrations.”</i></p>	<p>This clause shall be deleted.</p>
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Explanation:

This clause shall be deleted as it does not fit in and is not required.

116 Text directly above clause 7.5	<p><i>“Migration services to and from the bitstream services for the gaining and losing operator. (including bulk migrations)”</i></p>	<p>Ooredoo shall correct the errors in this text and confirm whether this is intended to be a clause in the RAIO (and if so number it appropriately) or a title only. That is, the text shall be:</p>
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“Migration services to and from the Bitstream Services for the gaining and losing operator (including bulk migrations)”

Explanation:

The text in the Second Draft RAIO contains a number of typographical errors.

117	7.5	<i>“Migration Services to and from the Bitstream Services, including the IP service, are as set out in the Migrations Product Description.”</i>	Ooredoo shall include in Section 2 a definition of the “Migrations Product Description”.
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Explanation:

The TRA notes that Ooredoo has capitalised the term “Migrations Product Description”, suggesting that this should be a defined term. However, it is not included in the definitions and without this it is not clear what Ooredoo is referring to in the Second Draft RAIO.

118	8.3	<i>“If such test shows that connectivity is affected then Ooredoo will take required actions to restore the fault. The repair turn-around time will be in line with the requirements set out in its license.”</i>	The TRA does not require Ooredoo to change this clause at this time. However, Ooredoo shall have regard to the explanation set out below.
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Explanation:

In line with what was agreed during the industry meetings, the TRA (and the industry) considers there to be:

- a. A need for more detailed and service specific KPIs/SLAs to be included in Ooredoo’s RAIO.
- b. A need to determine compensation payments to be paid to Requesting Parties in case Ooredoo misses its KPIs/SLA

However, in line with the industry’s preference and in recognition of the time required to derive the above, TRA sees merits in not delaying the finalisation of the RAIO.

Instead there will be a TRA led initiative to determine KPIs/SLA and compensation payments within 12-18 months after publication of the approved RAIO. Ooredoo is also directed to the TRA’s decision on Clause 17.1 of the Main Agreement for further explanation of this Decision.

Annex 5-2 B Wholesale Broadband – Bitstream Layer 3

Sr. No.	Clause Reference in 2 nd RAIO	Reference text in 2 nd Draft RAIO	Required Modifications
119	N/A	This comment refers to the whole Annex.	See the explanation below.

Explanation:

As set out by the TRA in respect of Annex 5-2A (Wholesale Broadband – Bitstream Layer 2), the TRA considers that Ooredoo must offer the Bitstream Layer 3 Service over all its network technologies. However, the TRA, taking into account the prevailing uncertainty over the demand for these services, the costs involved and the time required for Ooredoo to prepare a meaningful service annex to deal with these, as well as the time that it would take for TRA to review/approve it, has decided that the relevant provisions of the Bitstream Layer 3 service offered over Ooredoo’s TD-LTE network need not be included in the Final Draft RAIO Ooredoo shall prepare at this stage. Rather, the TRA approval of the RAIO shall be conditional on the obligation of Ooredoo, upon receiving a request from an Access Seeker for the Bitstream Layer 3 Service over Ooredoo’s TD-LTE network to be in a position, within 12 weeks, to produce and submit for TRA review and approval an offer containing all the necessary technical, operational and financial parameters of the service. For the avoidance of doubt the TRA considers that Ooredoo should be taking steps in the meantime so that once a request is received it will be in a position to provide the relevant service, based on the specific requirements and within the time specified above.

120	1.1	<i>“This Annex sets out the Ooredoo offer for the Internet Broadband Bitstream Access Service.”</i>	Ooredoo shall amend this clause as follows: <i>“This Annex sets out the Ooredoo offer for the Bitstream Layer 3 Service.”</i> Ooredoo shall make similar changes in all other clauses of this Annex where it has not used the term <i>“Bitstream Layer 3 Service”</i> for the service under consideration. For the avoidance of doubt and without limitation, this requires Ooredoo to also amend clauses 1.2, 1.3, 1.4, 1.5, 3.1, 3.6, 3.7, 3.8, 3.10, 4.2 and 4.4.
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Explanation:

To avoid confusion and ensure consistency with the A&I Regulation, Ooredoo shall ensure that, throughout this Annex, the Service is referred to as the “Bitstream Layer 3 Service”.

121	1.4	<i>“Internet Broadband Bitstream Access Service is intended for broadband internet connectivity. This service is not intended to be used for voice services.”</i>	Ooredoo shall delete the reference to <i>“This service is not intended to be used for voice services”</i> and so shall amend the clause as follows: <i>“The Bitstream Layer 3 Service is intended for broadband internet connectivity.”</i>
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Explanation:

Ooredoo shall delete the reference to: *“This service is not intended to be used for voice services.”* This is because the definition of the service in accordance with Annex 3.3 of the A&I Regulation does not provide for such a restriction. Furthermore, and as set out above, Ooredoo shall refer to the service throughout this Annex to the Service as the Bitstream Layer 3 Service.

122	2	<i>Definitions</i>	Ooredoo shall include, either in this Section of the Annex, or in Annex A, a definition of the Bitstream Layer 3 Service, which shall be consistent with the definition set out in the A&I Regulation.
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Explanation:

To avoid confusion over the nature of the Bitstream Layer 3 Service, Ooredoo shall include a definition of this Service, which shall be consistent with the A&I Regulation.

123	4.1	<i>“Due to the roll-out of Ooredoo network capacity, the service is only available in specific geographic areas.”</i>	Ooredoo shall add a reference to where the relevant details can be found and shall amend this clause as per the explanation below.
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Explanation:

The TRA considers that the areas where the service is available should be known to the other licensees. As such, it is satisfied that that a relevant schedule should be made available to the relevant operators through the internet setting out the availability of the service. This can be updated by Ooredoo as necessary. Therefore a reference should be added to this approach in the RAIO and a link be provided to where the details can be found. For the avoidance of doubt it would be open to Ooredoo, for security reasons, to make such information available through a secure site only to other operators that it has an A&I agreement or is negotiating such an agreement.

124	4.2	<i>“The Parties will from time to time agree on what areas in which IBBAS is available for the Access Seeker. Available areas depend on the deployment capacity in Ooredoo network. Ooredoo shall use its best efforts to make</i>	Ooredoo shall amend this clause as per the explanation below.
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areas available, based on the forecasts from the Access Seeker.”

Explanation:

Ooredoo shall make the Service available wherever it has network infrastructure, in line with the other provisions of its RAIO. Consequently and in line with the TRA’s decision on Clause 4.1, Ooredoo should add a reference to where the relevant details regarding its network availability can be found.

For the avoidance of doubt, it would be open to Ooredoo for security reasons to make such information available through a secure site and only to those operators that it has an A&I agreement with, or is negotiating such an agreement with.

125 6.1.4	<i>“Network Alterations shall be carried out within the timescales laid down in this Section 10. If the requested Party believes that it is not in a position to proceed with the requested Network Alteration, either within the timescales requested or in any circumstances, the Access Seeker shall be advised within two [2] weeks of receipt of the Network Alteration request. In these circumstances both Parties shall make all reasonable efforts to resolve the situation, including recourse to the dispute resolution process as per main body of the Agreement.”</i>	Ooredoo shall amend this clause to correct the cross-reference. That is, it shall state: “ <i>“Network Alterations shall be carried out within the timescales laid down in this Section 6. If the requested Party believes that it is not in a position to proceed with the requested Network Alteration, either within the timescales requested or in any circumstances, the Access Seeker shall be advised within two [2] weeks of receipt of the Network Alteration request. In these circumstances both Parties shall make all reasonable efforts to resolve the situation, including recourse to the dispute resolution process as per main body of the Agreement.”</i> ” Furthermore, Ooredoo shall ensure that all other cross references in the RAIO are correct.
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Explanation:

The reference in this clause to Section 10 is incorrect and shall be amended.

126 6.1.7	<i>“The Parties shall agree and conclude a bitstream inter-operator maintenance process manual prior to signing the Agreement.”</i>	This clause shall be amended as follows: “ <i>The Parties shall agree bitstream inter-operator maintenance processes as part of a Joint Working Manual that contains specific procedures related to the Bitstream Layer 3 Service and shall be developed jointly by all industry players once the request for the Bitstream Layer 3 Service is received. Within three months of such a request</i> ”
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been made, Ooredoo will submit to the TRA for approval the text of the Joint Working Manual, together with a note signed by all involved parties stating whether the text is agreed by all. Where any differences exist, these shall be clearly identified in the accompanied note. The Joint Working Manual shall come into force once approved by the TRA”

Explanation:

Agreeing this manual prior to signing the Agreement may delay the completion of the Agreement. Therefore, the clause shall be amended and shall instead refer to a Joint Working Manual which must be developed by Ooredoo and other industry players in line with the process set out in the required text for this clause.

127 6.1.8

“The Parties shall agree and conclude a network termination unit installation manual prior to signing the Agreement. This document shall define the responsibilities of all parties involved in the access, provision, and repair of different types of services using the Ooredoo network. Specifically, this document shall define the procedures and standards to which any party including the Customer, installing a NTU at the Customer’s premises for Bitstream provisioning on copper paths, should adhere to.”

This clause shall be amended as follows:

“The Parties shall agree network termination unit installation processes and procedures as part of a Joint Working Manual that contains specific procedures related to the Bitstream Layer 3 Service and shall be developed jointly by all industry players once the request for the Bitstream Layer 3 Service is received. Within three months of such a request been made, Ooredoo will submit to the TRA for approval the text of the Joint Working Manual, together with a note signed by all involved parties stating whether the text is agreed by all. Where any differences exist, these shall be clearly identified in the accompanied note. The Joint Working Manual shall come into force once approved by the TRA. This document shall define the responsibilities of all parties involved in the access, provision, and repair of different types of services using the Ooredoo network. Specifically, this document shall define the procedures and standards to which any party including the Customer, installing a NTU at the Customer’s premises for Bitstream provisioning on copper paths, should adhere to.”

Explanation:

Agreeing this manual prior to signing the Agreement may delay the completion of the Agreement. Therefore, the clause shall be amended and shall instead refer to a Joint Working Manual which must be developed by Ooredoo and other industry players in line with the process set out in the required text for this clause.

128 7 *Ordering and Delivery*

Ooredoo shall include in this clause service specific delivery times, as set out in Annex 1.1. That is, it shall not cross refer to the Main Agreement except for those processes which are common across all services.

Explanation:

For ease of reference, service specific delivery times as set out in Annex 1.1 which are relevant to this service shall be set out in this Section of this Service Annex.

129 7.3 *“The Bitstream Port Transfer service is available for use by the [Company] who has secured a DSL Transfer Authorization Form (TAF), as defined in the Definitions Section, from a Customer, and complies with the processes, procedures, and standards for the Bitstream Industry Process Manual, Section 3.4.5.1.1.”*

Ooredoo shall amend this clause as follows:

“The Bitstream Port Transfer service is available for use by the [Company] who has secured a DSL Transfer Authorization Form (TAF), as defined in the Definitions Section, from a Customer, and complies with the processes, procedures, and standards for the Bitstream Layer 3 Service as set out in the Joint Working Manual.”

These processes, procedures and standards shall be recorded in a Joint Working Manual that contains specific procedures related to the Bitstream Layer 3 Service and shall be developed jointly by all industry players once the request for the Bitstream Layer 3 Service is received. Within three months of such a request been made, Ooredoo will submit to the TRA for approval the text of the Joint Working Manual, together with a note signed by all involved parties stating whether the text is agreed by all. Where any differences exist, these shall be clearly identified in the accompanied note. The Joint Working Manual shall come into force once approved by the TRA”

Explanation:

Ooredoo has not provided the “Bitstream Industry Process Manual” it refers to in the draft of this clause. Therefore, the clause shall be amended and shall instead refer to a Joint Working Manual which must be developed by Ooredoo and other industry players in line with the process set out in the required text for this clause.

130 7.3.3 *“The provisions of this Clause 7.3 shall apply to CAFs and Migrations.”*

This clause shall be deleted.

Explanation:

This clause shall be deleted as it does not fit in and is not required.

131	Text directly above clause 7.5	<i>“Migration services to and from the bitstream services for the gaining and losing operator. (including bulk migrations)”</i>	Ooredoo shall correct the errors in this text and confirm whether this is intended to be a clause in the RAIO (and if so number it appropriately) or a title only. That is, the text shall be: <i>“Migration services to and from the Bitstream Services for the gaining and losing operator (including bulk migrations)”</i>
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Explanation:

The text in the Second Draft RAIO contains a number of typographical errors.

132	7.5	<i>“Migration Services to and from the Bitstream Services, including the IP service, are as set out in the Migrations Product Description.”</i>	Ooredoo shall include in Section 2 a definition of the “Migrations Product Description”.
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Explanation:

The TRA notes that Ooredoo has capitalised the term “Migrations Product Description”, suggesting that this should be a defined term. However, it is not included in the definitions and without this it is not clear what Ooredoo is referring to in the Second Draft RAIO.

133	8.3	<i>“If such test shows that connectivity is affected then Ooredoo will take required actions to restore the fault. The repair turn-around time will be in line with the requirements set out in its license.”</i>	The TRA does not require Ooredoo to change this clause at this time. However, Ooredoo shall have regard to the explanation set out below.
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Explanation:

In line with what was agreed during the industry meetings, the TRA (and the industry) considers there to be:

- a. A need for more detailed and service specific KPIs/SLAs to be included in Ooredoo’s RAIO.
- b. A need to determine compensation payments to be paid to Requesting Parties in case Ooredoo misses its KPIs/SLA

However, in line with the industry’s preference and in recognition of the time required to derive the above, TRA sees merits in not delaying the finalisation of the RAIO.



Instead there will be a TRA led initiative to determine KPIs/SLA and compensation payments within 12-18 months after publication of the approved RAIO. Ooredoo is also directed to the TRA's decision on Clause 17.1 of the Main Agreement for further explanation of this Decision.

Annex B-5-3 Wholesale Broadband – Wholesale

Transmission

Sr. No.	Clause Reference in 2 nd RAIO	Reference text in 2 nd Draft RAIO	Required Modifications
134	1	<i>General</i>	This service annex requires a comprehensive revision, since currently as drafted it refers to provision of a leased lines service rather than a wholesale transmission service. See explanation below for further details.

Explanation:

The Annex needs to be revised comprehensively. It consistently refers to leased lines and appears to misunderstand the nature of the Wholesale Transmission product. This is an Access Service, not an Interconnection Service. It is not necessarily about connecting the Providing Party (PP) to the Requesting Party (RP), but allowing RP to use PP's network capacity for its own purposes.

When revising this Annex, Ooredoo should ensure that it provides Transmission Services to Requesting Parties to support connectivity between:

1. A point in the Ooredoo Network to a point in the Requesting Party's network (i.e., the usual interconnect or access link). This should also include the facility for the link to be provided on an 'in-span' basis.
2. Two points in the Requesting Party's network. This could, for example, be used to connect an RP's mobile switch to an RP's base station using capacity in Ooredoo's network.
3. Two points in the Ooredoo Network. This could, for example, be used to extend interconnect access link capacity used by the RP from one POI location to another. Whilst these circuits are physically the same as the trunk portion of a leased line, they need to be offered independently from terminating segments of leased lines (i.e., an Interconnect Extension Circuit).

Ooredoo should also include in its Final Draft RAIO a service description diagram to show these three cases above.

135	3.3	<i>“Ooredoo may be able to provide other bandwidths on terms and conditions agreed between both Parties, depending on technical feasibility and/ or based on the Services requested.”</i>	Ooredoo shall amend the clause by adding the following statement to its end: <i>“Ooredoo shall inform the TRA of these other bandwidths and shall obtain the necessary approval.”</i>
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Explanation:

All terms and conditions for providing a service must be subject to TRA approval. As such, Ooredoo must amend this clause, as set out above.

136	3.5	<i>“The cost of additional product features, specialized billing, systems and/or network interfaces, non-standard connectivity and associated configuration, integration and testing are not included in the published tariffs. Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges.”</i>	Ooredoo shall amend this clause as follows: <i>“The cost of additional product features, specialized billing, systems and/or network interfaces, non-standard connectivity and associated configuration, integration and testing are not included in the published tariffs. Such charges and products shall be notified by Ooredoo to the TRA for the TRA’s approval, prior to being introduced. Should TRA so require, Ooredoo shall also publish details of such products and charges.”</i>
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Explanation:

The Clause needs to be amended as prices need to be approved by the TRA and may also need to be published for other interested parties.

137	8.2	<i>“If for any reason a leased line with a committed contractual period with given discount is terminated before the minimum period an early termination fee shall be applied. The early termination fee will be calculated according to the table below”</i>	Ooredoo shall amend this clause as follows: <i>“Termination of the Service by the Requesting Party before the expiration of the Contract Term is subject to an early Termination Fee equal to all objectively incurred costs that have been incurred or will unavoidably be incurred by Ooredoo by virtue of providing the Service to the Requesting Party irrespective of the early termination of the Service. Such costs shall be quantified by Ooredoo and shall be paid by the Requesting party. Ooredoo shall substantiate such costs on request.”</i>
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Explanation:

Any early termination fees must only reflect objectively and reasonably incurred costs. As such, this clause must be amended as set out above.

138	10.1	<i>“Ordering and delivery is handled according to main body of the Agreement.”</i>	Ooredoo shall include in this clause service specific delivery times, as set out in Annex 1.1. That is, it shall not cross refer to the Main Agreement except for those processes which are common across all services.
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Explanation:

For ease of reference, service specific delivery times as set out in Annex 1.1 which are relevant to this service shall be set out in this Section of this Service Annex.

Annex B-5-4 Wholesale Broadband – Broadband

Resale Service

Sr. No.	Clause Reference in 2nd Draft RAIO	Reference text in 2nd Draft RAIO	Required Modifications
139	Content	<i>Content</i>	The TRA is satisfied that provisions should be added for customer ownership and branding as between the Access Seeker and the Access Provider so as to protect the interest of both parties. Thus, Ooredoo shall amend the Annex to comply with these requirements.
Explanation:			
The TRA noted that there are currently no provisions in this Annex pertaining to customer ownership and branding. Given the nature of the service it would be sensible to provide for these to avoid disputes. For example, these should cover who can contact customers etc, what information may be made available to customers about who offers the underlying service, if the other party can use Ooredoo's brand, and so on.			
Ooredoo responded that it preferred to keep this Annex as it is and not add in these provisions.			
The TRA has considered the reply. However, it is satisfied that provisions should be added for customer ownership and branding as between the Access Seeker and the Access Provider so as to protect the interest of both parties. Thus, Ooredoo shall make the necessary amendments in the RAIO to cover these requirements.			
140	1.2	<i>"This service is intended for data communication through the Internet. This service is not intended to be used for voice applications."</i>	Ooredoo shall remove this clause from the Final Draft RAIO.
Explanation:			
This Clause should be deleted as it is not in compliance with the definition of the service in Annex 3.3. Definition 6 of the A&I Regulation.			
141	4.1	<i>"Due to the roll-out of Ooredoo network capacity, the Service is only available in specific geographic areas."</i>	Ooredoo shall add a reference to where the relevant details relating to the availability of the service can be found.

For the avoidance of doubt, it would be open to Ooredoo for security reasons to make such information available through a secure site and only to those operators that it has an A&I agreement with, or is negotiating such an agreement with.

Explanation:

Ooredoo has not responded to TRA's request on whether this clause means that the service is only available where Ooredoo has network infrastructure.

The TRA considers that the areas where the service is available should be known to the other Requesting Parties. As such, it is satisfied that that a relevant schedule should be made available to the relevant operators through the internet, detailing the availability of the service. This can be updated by Ooredoo as necessary. Therefore, a reference should be added to this in the RAIO and a link provided to where the details can be found. Ooredoo shall, therefore, make the necessary amendments to this clause to provide for the availability of this information.

For the avoidance of doubt it would be open to Ooredoo, for security reasons, to make such information available through a secure site and only to those operators that it has an A&I agreement with or is negotiating such an agreement with.

142 4.3

"The Service will be provided in batches of 1000 lines in each zone per each LASP."

Ooredoo shall amend the clause as follows:

"The Service will be provided in batches of 1000 lines in each zone per each LASP. In the event that a request is received for a smaller batch so as to provide the service in a non-urban area, for example, Ooredoo shall provide and price a product for such a lesser number of lines. Such a product and its related prices shall be subject to TRA approval."

Explanation:

Ooredoo was asked to explain why the service needs to be provided in batches of 1000 lines. Ooredoo responded that this was due to control measures and ensuring Ooredoo meets its SLAs and KPIs.

The TRA recognises that the principle of imposing a minimum quantity is, in this case, acceptable. However, the issue is the level at which the minimum quantity should be set. Specifically, whilst the TRA considers that a minimum quantity of 1,000 lines may be acceptable for urban areas, it is unlikely to be realistic for less densely populated rural areas. As such, Ooredoo shall amend the clause to specify that where there is a request in relation to rural areas, it shall provide and price a product for a lesser number of lines. This variant of the product need only be made available if and when there is a request for the same.

143	Section 6, Clause 10.2	6, <i>“The Parties shall agree and conclude a network termination unit installation manual prior to signing the Agreement.”</i>	This clause shall be amended as follows: <i>“The Parties shall agree network termination unit installation processes and procedures as part of a Joint Working Manual that contains specific procedures related to the Broadband Resale Service and shall be developed jointly by all industry players once the request for the Broadband Resale Service is received. Within three months of such a request been made, Ooredoo will submit to the TRA for approval the text of the Joint Working Manual, together with a note signed by all involved parties stating whether the text is agreed by all. Where any differences exist, these shall be clearly identified in the accompanied note. The Joint Working Manual shall come into force once approved by the TRA.”</i> In addition, Ooredoo shall correct the numbering of all clauses in Section 6 of this Annex.
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Explanation:

Agreeing this manual prior to signing the Agreement may delay the completion of the Agreement. Therefore, the clause shall be amended and shall instead refer to a Joint Working Manual which must be developed by Ooredoo and other industry players in line with the process set out in the required text for this clause.

144	8.1	<i>“Ordering and delivery is handled according to the main body of the Agreement.”</i>	Ooredoo shall include in this clause service specific delivery times, as set out in Annex 1.1. That is, it shall not cross refer to the Main Agreement except for those processes which are common across all services.
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Explanation:

For ease of reference, service specific delivery times as set out in Annex 1.1 which are relevant to this service shall be set out in this Section of this Service Annex.

Annex B-6 – Wholesale Trunk Segments of Leased Lines

Sr. No.	Clause Reference in 2nd RAIO	Reference text in 2 nd Draft RAIO	Required Modifications
145	1.1	<i>“This Annex sets out the Ooredoo offer for Leased Lines capacity.”</i>	Ooredoo shall amend this clause so that it is clear that the Annex covers only the Trunk Segments of Leased Lines That is, it shall amend this clause as follows: <i>“This Annex sets out the Ooredoo offer for Wholesale Trunk Segments of Leased Lines.”</i>

Explanation:

During consultation, Omantel made the following observations on this service annex:

- The Annex appears to describe wholesale leased line services in general, using the existing Omantel wholesale leased line prices rather than the trunk segment in particular
- Ooredoo should define the charges for the leased line which shall include the local tail (terminating segment of the leased line) and the transmission part, since Omantel has leased these lines using the reciprocal charges set by Omantel
- Ooredoo’s document should provide an end to end solution, since offering only the trunk segment of the leased line does not provide an end to end solution.
- Ooredoo’s document missed out a service description and prices for an IPLC service.

Ooredoo responded that it had amended this Annex as part of its Second Draft RAIO and adopted Omantel’s existing prices for the Trunk Segment of leased lines as, in its views, Omantel used the same charges for the Trunk segment as for leased lines. Ooredoo further included an IPLC Annex in the Second Draft RAIO.

The TRA notes Omantel’s comment that the service should include the local tail (terminating segment of the leased line). However, Ooredoo was only found to have market power in the market for trunk segments of leased lines (i.e., Market 15 of the MDD) and not the market for terminating segments. As such, it is not required to include in its RAIO an offer for terminating segments of leased lines. The TRA’s views on the pricing of this service are set out in Annex 2 of this Decision.

146	1.2	<i>“The leased lines under this Agreement are considered to be delivered as basic standard services.”</i>	This clause shall be amended in line with the TRA’s Decision on Clause 1.1 of this Annex.
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Explanation:

As set out in relation to Clause 1.1 of this Annex, this Annex should cover the service “Wholesale Trunk Segments of Leased Lines”. It shall not, therefore, refer to leased lines as a whole.

147	1.3	<i>“Leased lines requested in remote areas, outside exchange areas or outside present coverage area will be provided on specific conditions subject to TRA approvals.”</i>	This clause shall be amended in line with the TRA’s Decision on Clause 1.1 of this Annex.
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Explanation:

As set out in relation to Clause 1.1 of this Annex, this Annex should cover the service “Wholesale Trunk Segments of Leased Lines”. It shall not, therefore, refer to leased lines as a whole. In addition, Ooredoo shall also be clear in this clause about the conditions it refers to, noting that under the A&I Regulation, Ooredoo shall offer this service upon request.

148	1.5	<i>“For the sake of clarity it should be noted that an Operator Wholesale Leased Line, 34 or 155 Mbps, normally consists of three legs. Two access legs and one transport leg.”</i>	This clause shall be amended in line with the TRA’s Decision on Clause 1.1 of this Annex, to make it clear that this Annex covers the trunk (transport) segment only.
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Explanation:

As set out in relation to Clause 1.1 of this Annex, this Annex should cover the service “Wholesale Trunk Segments of Leased Lines”. It shall not, therefore, refer to leased lines as a whole. In addition, Ooredoo shall also be clear in this clause about the conditions it refers to, noting that under the A&I Regulation, Ooredoo shall offer this service upon request.

149	3.5	<i>“Upon request, Ooredoo can provide other bandwidths on terms and conditions agreed between the parties. Such requests are handled according to the procedures set out in the main body of the Agreement.”</i>	For the avoidance of doubt and in line with the Regulation, this Clause shall be amended to state: <i>“Upon request, Ooredoo can provide other bandwidths on terms and conditions agreed between the parties. Such products and related charges shall be notified by Ooredoo to the TRA so as to obtain the necessary approvals.”</i>
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Explanation:

As per the A&I Regulation, all terms and conditions are to be notified to the TRA for its approval.

150	Section 9 (text above Table 5)	<i>“If for any reason a leased line with a committed contractual period with given discount is terminated before the minimum period an early termination fee shall be applied. The early termination fee will be calculated according to the table below:”</i>	This clause shall be amended as follows: <i>“If for any reason a leased line with a committed contractual period with given discount is terminated before the minimum period an early termination fee shall be applied. Termination of the Service by the Requesting Party before the expiration of the Contract Term is subject to an early Termination Fee equal to all objectively incurred costs that have been incurred or will unavoidably be incurred by Ooredoo by virtue of providing the Service to the Requesting Party irrespective of the early termination of the Service. Such costs shall be quantified by Ooredoo and shall be paid by the Requesting party. Ooredoo shall substantiate such costs on request.”</i>
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Explanation:

Any early termination fees must only reflect objectively and reasonably incurred costs. As such, this clause must be amended as set out above.

151	10.1	<i>“Ordering shall follow the process stipulated in the Agreement. In addition, the following requirements will need to be complied with:”</i>	Ooredoo shall ensure that it includes in this clause service specific delivery times, as set out in Annex 1.1. That is, it shall not cross refer to the Main Agreement except for those processes which are common across all services.
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Explanation:

For ease of reference, service specific delivery times as set out in Annex 1.1 which are relevant to this service shall be set out in this Section of this Service Annex.

152	10.1.2	<i>“With respect to Trunk Segment of Leased Line request, Ooredoo shall use its best endeavours to have a target delivery time of 10 Working Days and shall not exceed 10 Working Days subject to feasibility.”</i>	Ooredoo shall update this clause to refer to the required delivery time set out in Annex 1.1.
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Explanation:

All delivery time issues were raised for industry comments. See Annex 1.1 for the decision on timescales. That is, Ooredoo shall distinguish between forecasted services (10 working days) and those where extra capacity is needed (up to 30 days).

153 10.1.3

“The Access Seeker may only request the Service once every two (2) weeks on a week day agreed between both Parties.”

This clause must be amended as follows:

“The Access Seeker may only request the Service once a week on a week day agreed between both Parties.”

Explanation:

As set out above in relation to Clause 6.2.4 of Annex B-4-2, and as per the discussions in the Industry Meetings, the TRA is satisfied that this clause should be amended to allow orders to be placed once a week, on a day to be agreed between the Parties.

Annex B-7 – Wholesale Trunk Segments of Leased Lines IPLC

Sr. No.	Clause Reference in 2 nd RAIO	Reference text in 2 nd Draft RAIO	Required Modifications
154	3.3	<i>“Ooredoo may be able to offer the Service to other Destination locations upon request from the Access Seeker. The Access Seeker will be charged accordingly.”</i>	For the avoidance of doubt and in line with the Regulation, this Clause shall be amended to state: <i>“Ooredoo may be able to offer the Service to other Destination locations upon request from the Access Seeker. Such products (Destination) and related charges shall be notified by Ooredoo to the TRA so that Ooredoo can obtain the necessary approvals prior to launching the Service to these Destinations.”</i>
Explanation: As per the A&I Regulation, all terms and conditions are to be notified to the TRA for its approval.			
155	Section 8 (text above Table 3)	<i>“If for any reason a leased line with a committed contractual period with given discount is. The early termination fee will be calculated according to the table below:”</i>	This clause shall be amended as follows: <i>“If for any reason a leased line with a committed contractual period with given discount is terminated before the minimum period an early termination fee shall be applied. Termination of the Service by the Requesting Party before the expiration of the Contract Term is subject to an early Termination Fee equal to all objectively incurred costs that have been incurred or will unavoidably be incurred by Ooredoo by virtue of providing the Service to the Requesting Party irrespective of the early termination of the Service. Such costs shall be quantified by Ooredoo and shall be paid by the Requesting party. Ooredoo shall substantiate such costs on request.”</i>
Explanation: Any early termination fees must only reflect objectively and reasonably incurred costs. As such, this clause must be amended as set out above.			
156	9.1	<i>“Ordering shall follow the process stipulated in the Agreement. In addition, the following requirements will need to be complied with:”</i>	Ooredoo shall ensure that it includes in this clause all service specific delivery times, as set out in Annex 1.1. That is, it shall not cross refer to the Main Agreement except for those processes which are common across all services.

Explanation:

For ease of reference, all service specific delivery times as set out in Annex 1.1 which are relevant to this service shall be set out in this Section of this Service Annex.

157	9.1.2	<i>“With respect to Trunk Segment of Leased Line request, Ooredoo shall use its best endeavours to have a target delivery time of 10 Working Days and shall not exceed 10 Working Days subject to feasibility.”</i>	Ooredoo shall update this clause to refer to the required delivery time set out in Annex 1.1.
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Explanation:

All delivery time issues were raised for industry comments. See Annex 1.1 for the decision on timescales. That is, Ooredoo shall distinguish between forecasted services (10 working days) and those where extra capacity is needed (up to 30 days).

158	9.1.3	<i>“The Access Seeker may only request the Service once every two (2) weeks on a week day agreed between both Parties.”</i>	This clause must be amended as follows: <i>“The Access Seeker may only request the Service once a week on a week day agreed between both Parties.”</i>
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Explanation:

As set out above in relation to Clause 6.2.4 of Annex B-4-2, and as per the discussions in the Industry Meetings, the TRA is satisfied that this clause should be amended to allow orders to be placed once a week, on a day to be agreed between the Parties.

Annex B-8 Wholesale IP International Bandwidth Capacity

Sr. No.	Clause Reference in 2 nd RAI0	Reference text in 2 nd Draft RAI0	Required Modifications
159	1.2	<i>“This service is intended for data communication to and from the Internet. This service is not allowed to be used for voice applications.”</i>	Ooredoo shall delete this clause. However, Ooredoo may include a clause, in its place, as follows: <i>“The service may be used for such products and services as the Requesting Party is legally permitted to provide and is so authorised by the laws and appropriate authorities of the Sultanate.”</i>
Explanation: Ooredoo justified the inclusion of Clause 1.2 (and 1.3) on the basis that it has an obligation to ensure that the services provided over its network are compliant with Article 44 of the Act and the VoIP Regulation. Alternatively, it proposed it could revise the clause if it was able to include a condition that the Requesting Party has obtained the required approvals from the necessary authorities for this purpose. The TRA notes Ooredoo’s reply. However, it is satisfied that the restriction in Clause 1.2 to prevent the use of the service for voice applications should be removed, as there is no basis for such a restriction. As such, Clause 1.2 shall be deleted. However, Ooredoo may include a clause to the effect as set out above, in order to ensure that the Service is only used for products and services that the Requesting Party is legally permitted to provide.			
160	1.3	<i>“This service is intended for data communication to and from the Internet.”</i>	This clause shall be deleted.
Explanation: In line with the TRA’s Decision above regarding Clause 1.2, Clause 1.3 shall also be deleted.			
161	1.4	<i>“The Internet Leased Lines under this agreement are considered to be delivered as basic standard services.”</i>	Ooredoo shall amend this clause so that it refers to IP International Bandwidth Capacity. Ooredoo shall further ensure that the remainder of this clause is consistent with the provision of IP International Bandwidth Capacity.

Explanation:

As drafted, Clause 1.4 of the Second Draft RAIO does not refer to the IP International Bandwidth Capacity Service. Ooredoo shall correct this and ensure that this clause in the final draft RAIO is consistent with the provision of the IP Bandwidth Capacity Service.

162 1.5	<i>“Internet Leased Lines requested outside exchange areas or outside present coverage area will be provided on specific conditions subject to TRA approvals.”</i>	Ooredoo shall amend this clause so that it refers to IP International Bandwidth Capacity. Ooredoo shall further ensure that the remainder of this clause is consistent with the provision of IP International Bandwidth Capacity.
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Explanation:

As drafted, this clause of the Second Draft RAIO does not refer to the IP International Bandwidth Capacity Service. Ooredoo shall correct this and ensure that this clause in the final draft RAIO is consistent with the provision of the IP Bandwidth Capacity Service.

163 1.6	<i>“Internet Leased Lines for temporary use may be provided on conditions determined on case by case basis.”</i>	Ooredoo shall amend this clause so that it refers to IP International Bandwidth Capacity. Ooredoo shall further ensure that the remainder of this clause is consistent with the provision of IP International Bandwidth Capacity.
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Explanation:

As drafted, this clause of the Second Draft RAIO does not refer to the IP International Bandwidth Capacity Service. Ooredoo shall correct this and ensure that this clause in the final draft RAIO is consistent with the provision of the IP Bandwidth Capacity Service.

164 1.7	<i>“Internet Leased Lines with bandwidth higher than 2 Mbit/s will be provided only on locations where Ooredoo has existing capability to provide these.”</i>	Ooredoo shall amend this clause so that it refers to IP International Bandwidth Capacity. Ooredoo shall further ensure that the remainder of this clause is consistent with the provision of IP International Bandwidth Capacity.
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Explanation:

As drafted, this clause of the Second Draft RAIO does not refer to the IP International Bandwidth Capacity Service. Ooredoo shall correct this and ensure that this clause in the final draft RAIO is consistent with the provision of the IP Bandwidth Capacity Service.

165 1.8	<i>“Physical redundancy for the access of an Internet Leased Line will be offered on</i>	Ooredoo shall amend this clause so that it refers to IP International Bandwidth Capacity. Ooredoo shall further ensure that the remainder of this
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conditions determined on case by case basis subject to TRA approval.” clause is consistent with the provision of IP International Bandwidth Capacity.

Explanation:

As drafted, this clause of the Second Draft RAIO does not refer to the IP International Bandwidth Capacity Service. Ooredoo shall correct this and ensure that this clause in the final draft RAIO is consistent with the provision of the IP Bandwidth Capacity Service.

166 4.8 *“Cancellation of an Internet Leased Line before the expiration of the agreed contractual period is subject to early termination fee.”* Ooredoo shall delete this Clause from the Draft Final RAIO.

Explanation:

This Clause should be deleted as it is covered by Clause 5.2.2. Note that the TRA’s required amendments to Clause 5.2.2 are set out below.

167 5.2.2 *“If for any reason a leased line with a committed contractual period with given discount is cancelled before The early termination fee will be calculated according to the table below:”* This clause shall be amended as follows:
“If for any reason the Wholesale IP International Bandwidth Service with a committed contractual period with given discount is terminated before the minimum period an early termination fee shall be applied. Termination of the Service by the Requesting Party before the expiration of the Contract Term is subject to an early Termination Fee equal to all objectively incurred costs that have been incurred or will unavoidably be incurred by Ooredoo by virtue of providing the Service to the Requesting Party irrespective of the early termination of the Service. Such costs shall be quantified by Ooredoo and shall be paid by the Requesting party. Ooredoo shall substantiate such costs on request.”

Explanation:

Any early termination fees must only reflect objectively and reasonably incurred costs. As such, this clause must be amended as set out above.

168 6.1 *“Ordering and delivery is handled according to the procedures in the main body of the Agreement.”* Ooredoo shall ensure that it includes in this clause all service specific delivery times, as set out in Annex 1.1. That is, it shall not cross refer to the Main Agreement except for those processes which are common across all services.

Explanation:

All delivery time issues were raised for industry comments. See Annex 1.1 for the decision on timescales. For ease of reference, all service specific delivery times as set out in Annex 1.1 which are relevant to this service shall be set out in this Section of this Service Annex.

Annex B-9 Access to Landing Stations

Sr. No.	Clause Reference in 2 nd RAIO	Reference text in 2 nd Draft RAIO	Required Modifications
169	1.2	<i>“The Services are only available to companies directly connected to the network.”</i>	Ooredoo shall amend this clause as set out below.
Explanation:			
As part of the consultation, Omantel stated that Clause 1.2 was, as drafted, unclear, because it does not clearly define what kind of direct connectivity. Indeed, it argued that access should be offered to any Access Seeker, depending upon on its licence.			
The TRA consequently asked Ooredoo to clarify the meaning of this clause (i.e., which network it referred to). In response, Ooredoo stated that this means that the Requesting Party is physically connected directly to Ooredoo’s network. The TRA considers that this reply is reasonable. However, for the avoidance of doubt, Ooredoo shall reflect this response in Clause 1.2 of this Annex.			
170	4.1	<i>“DEMAND FOR ACCESS TO REFERENCE CAPACITY”</i>	Ooredoo shall amend this title as set out below.
Explanation:			
Omantel noted in its comments on Ooredoo’s draft RAIO that it was not clear what “Reference Capacity” referred to. The TRA therefore queried this with Ooredoo. In response, Ooredoo stated that this referred to capacity not directly owned by Ooredoo. The TRA therefore requires Ooredoo, for the sake of clarity, to reflect this in Clause / title 4.1 of this Annex, or by adding a definition for “Reference Capacity” to Section 2 of the Annex.			
171	4.1.1	<i>“On execution of the Agreement, the OORED OO shall initiate the provisioning of the Access Facilitation for Access Seeker; however the same shall be subject to receipt of Charges from Access Seeker for the same, within 5 days of execution of the Agreement.”</i>	Ooredoo shall amend the clause as follows: <i>“On execution of the Agreement, Ooredoo shall initiate the provisioning of the Access Facilitation for the Access Seeker. However, the same shall be subject to receipt of Charges from the Access Seeker for the same, either within 5 days of the execution of the Agreement, or the Access Seeker having in place a bank guarantee that adequately covers the costs of the work and services ordered, in which case the payment terms set out in Section 10 of the Main Agreement shall apply.”</i>

Explanation:

Ooredoo was asked to explain why the charges shall be payable within 5 days of the execution of the Agreement and not 30 days after the supply of the service. Ooredoo replied that this Clause intends to state that Ooredoo will only commence work on provisioning this Service within 5 days of the receipt of funds.

The TRA has considered Ooredoo's reply. Given the nature of the cost in question, the TRA will allow Ooredoo to retain the current provision. However, this is subject to Ooredoo making an alternative available, whereby the normal 30-day period of payment is applied, provided that an adequate bank guarantee is in place to cover the cost of the work requested. This will mean that any concerns Ooredoo may have about non-payment will be covered by the bank guarantee.

172 4.4.3

“OOREDOO reserves its right to suspend the Access Facilitation and other services to Access Seeker during the maintenance and Access Seeker shall not be liable for any loss, claims or damages on account of suspension of the service for the same.”

Ooredoo shall amended the Clause to state that:

“Notwithstanding anything to the contrary, suspension of any service under this agreement should be subject to the suspending party informing the TRA prior to suspension of the service and obtaining its prior approval. In the event that the suspension is due to reasons that adversely affects the normal operation of the other Party's Network, or is a threat to any person's safety, or is liable to cause, harm or damage to the other Party's business, the suspending party may suspend, to the extent necessary, such of its services hereunder, and for such period as it may consider reasonable to ensure the normal operation of its network or to reduce the threat to safety and (or) until such situation, of which the suspension is based on, is resolved. In such an event and where it is not reasonably practicable to obtain the prior approval of the TRA at the time of suspending such service, notice shall be served immediately of the event and the reasons to the other party and a copy of the same shall be sent to the TRA explaining the reasons and why prior approval was not possible. Where the suspension of the service is for maintenance reasons, advance notice shall be served on the Access Seeker as soon as the maintenance is scheduled. For the avoidance of doubt, scheduled temporary suspensions of service for maintenance reasons shall not require TRA prior approval but shall be notified to the Access Seeker and to the TRA for consumer information purposes.”

The above text shall be incorporated by Ooredoo in all relevant annexes.

Explanation:

The TRA considers there is a need to add that any suspension will be subject to Ooredoo giving notice to the other party, save where this is as a result of an emergency.

173 5.1.2 *“The equipment of [ACCESS SEEKER] installed at the Co-location space may be used for:
(a) to interconnect to the cable landing station for provisioning of Backhaul Circuit”* Ooredoo shall amend this clause as set out below.

Explanation:

In its comments on Ooredoo’s draft RAIO, Omantel stated that the purpose of co-location was not clear. Indeed, Omantel further stated that, in its view, there is confusion in the service offered under this sub annex (Clause 3.1, 5 and 8). That is, Clause 3.1 stated that the service offered under this Annex is “*Access Facility and related international submarine cable capacity*”. The Access Facilities is defined as the Backhaul service between the company location and the landing station. However the tariff structure combines both services; the backhaul and the international capacity, which Omantel believes should not be the case.

The TRA subsequently asked Ooredoo to clarify the purpose of co-location, as per Clause 5.1.2. This is because it is possible to have cases of Customer Sited Interconnect on an in-span basis. Therefore, there may be cases where co-location is not required. Given this, the purpose of co-location should be clarified, with the Annex stating that there may be cases where this may not be required. Ooredoo did provide further evidence in reply to the TRA’s request for clarification and therefore it shall make the amendments to this Annex as described by the TRA, whilst also ensuring that such clarifications are provided throughout the Annex.

174 7 *“Ordering and delivery is handled according to main body of the Agreement.”* Ooredoo shall ensure that it includes in this clause all service specific delivery times, as set out in Annex 1.1. That is, it shall not cross refer to the Main Agreement except for those processes which are common across all services.

Explanation:

For ease of reference, all service specific delivery times as set out in Annex 1.1 which are relevant to this service shall be set out in this Section of this Service Annex.

Annex B-10 Access to Earth Stations

Sr. No.	Clause Reference in 2nd RAIO	Reference text in 2 nd Draft RAIO	Required Modifications
175	1.2	<i>"The Services are only available to companies directly connected to the network."</i>	Ooredoo shall amend this clause as set out below.

Explanation:

As with the equivalent clause in Annex B-9, the TRA considers that Ooredoo must clarify that, with respect to this clause, Ooredoo means that "directly connected to the network" means that the Requesting Party is physically connected directly to Ooredoo's network. For the avoidance of doubt, Ooredoo shall reflect this response in Clause 1.2 of this Annex.

176	4	<i>"Ordering and delivery is handled according to main body of the Agreement."</i>	Ooredoo shall ensure that it includes in this clause all service specific delivery times, as set out in Annex 1.1. That is, it shall not cross refer to the Main Agreement except for those processes which are common across all services.
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Explanation:

For ease of reference, all service specific delivery times as set out in Annex 1.1 which are relevant to this service shall be set out in this Section of this Service Annex.

177	5.1.1	<i>"On execution of the Agreement, the OORED00 shall initiate the provisioning of the Access Facilitation for Access Seeker; however the same shall be subject to receipt of Charges from Access Seeker for the same, within 5 days of execution of the Agreement."</i>	Ooredoo shall amend the clause as follows: <i>"On execution of the Agreement, Ooredoo shall initiate the provisioning of the Access Facilitation for the Access Seeker. However, the same shall be subject to receipt of Charges from the Access Seeker for the same, either within 5 days of the execution of the Agreement, or the Access Seeker having in place a bank guarantee that adequately covers the costs of the work and services ordered, in which case the payment terms set out in Section 10 of the Main Agreement shall apply."</i>
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Explanation:

As with the equivalent clause in Annex B-9, the TRA considers that it can be acceptable to allow Ooredoo to retain the current provision. However, this is subject to Ooredoo making an alternative available, whereby the normal 30-day period of payment is applied, provided that

an adequate bank guarantee is in place to cover the cost of the work requested. This will mean that any concerns Ooredoo may have about non-payment will be covered by the bank guarantee.

178 5.4.3

“OOREDOO reserves its right to suspend the Access Facilitation and other services to the Access Seeker during the maintenance and the Access Seeker shall not be liable for any loss, claims or damages on account of suspension of the service for the same.”

Ooredoo shall amend the Clause to state that:

“Notwithstanding anything to the contrary, suspension of any service under this agreement should be subject to the suspending party informing the TRA prior to suspension of the service and obtaining its prior approval. In the event that the suspension is due to reasons that adversely affects the normal operation of the other Party's Network, or is a threat to any person's safety, or is liable to cause, harm or damage to the other Party's business, the suspending party may suspend, to the extent necessary, such of its services hereunder, and for such period as it may consider reasonable to ensure the normal operation of its network or to reduce the threat to safety and (or) until such situation, of which the suspension is based on, is resolved. In such an event and where it is not reasonably practicable to obtain the prior approval of the TRA at the time of suspending such service, notice shall be served immediately of the event and the reasons to the other party and a copy of the same shall be sent to the TRA explaining the reasons and why prior approval was not possible. Where the suspension of the service is for maintenance reasons, advance notice shall be served on the Access Seeker as soon as the maintenance is scheduled. For the avoidance of doubt, scheduled temporary suspensions of service for maintenance reasons shall not require TRA prior approval but shall be notified to the Access Seeker and to the TRA for consumer information purposes.”

The above text shall be incorporated by Ooredoo in all relevant annexes.

Explanation:

The TRA considers there is a need to add that any suspension will be subject to Ooredoo giving notice to the other party, save where this is as a result of an emergency.

Annex B-11 – Mobile Access Services (MVNO)

Sr. No.	Clause Reference in 2 nd RAIO	Reference text in 2 nd Draft RAIO	Required Modifications
179	Introduction	<i>Introduction</i>	A provision must be made in this Annex for network access for customer equipment.

Explanation:

The TRA notes that the provisions of Annex (3.5) Mobile Access Services of the A&I Regulation Section Six: Minimum Content of RAIO - 3(a) (i); requires that there is a provision made for network access for customer equipment. This is not currently provided for and a provision must be made by Ooredoo.

180	1.30 of First Draft RAIO	<i>“Reseller acknowledges and agrees that: access will be permitted to the Mobile Network and the Ooredoo OSS only for the purposes of interfacing Reseller OSS and only in accordance with this clause 10.”</i>	<p>This clause, which was included in Ooredoo’s First Draft RAIO but then not included in the Second Draft RAIO, should be re-instated as a basic offering, whilst also expressly allowing Access Seekers to request bespoke services which Ooredoo may agree to offer.</p> <p>Ooredoo shall, in addition to the above requirement, add the following text to this clause:</p> <p><i>“Requesting Parties may request and if agreed with Ooredoo, be supplied with individualised services. Once any individualised service is agreed and approved by the TRA, the same shall be published/included in the RAIO in a manner that does not identify the Requesting Party. Ooredoo is not required to provide any access to its facilities in respect of the relevant Reseller OSS, perform any interoperability testing or interface new or modified Reseller OSS until an Interface Plan is in place and once in place, only in accordance with that Interface Plan unless such access is agreed as between the Parties as being necessary.”</i></p>
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Explanation:

Renna stated that this section talks about what resellers should do in terms of Network OSS. However, in its views the responsibilities of both parties needs to be detailed.

The TRA noted that Ooredoo deleted the relevant clauses which had been in its First Draft RAIO from its Second Draft RAIO. It asked Ooredoo to clarify where these issues were dealt with, now that all of the provisions for Reseller OSS have been deleted.

Ooredoo responded that they are not dealt with elsewhere in the document. It stated that because these services would be individualised, providing further details in the standard agreement would put unnecessary restrictions on the Access Seeker's ability to obtain individualised solutions.

The TRA does not accept Ooredoo's reply (see also subsequent decisions). As such, the relevant clauses from the First Draft RAIO should be re-instated in order to act as a basic offering. In addition, this should expressly allow for the provision, upon request, of bespoke services. However, to prevent discrimination, Ooredoo shall also ensure, once such bespoke services are agreed and approved by the TRA, that an anonymised version of the offering is published and included in the RAIO. As such, the text shall be amended as set out above.

<p>181 1.33 of First Draft RAIO</p>	<p><i>“Within 20 Business Days of Reseller providing the Interface Notice to Ooredoo, representatives of the Parties will meet to agree, on the following:</i></p> <ul style="list-style-type: none"> - <i>The changes which will be required to the interfaces with and the systems and processes within the Mobile Network and Ooredoo OSS;</i> - <i>A time-frame within which the interface work must be completed; and</i> - <i>The process and criteria for interoperability testing.”</i> 	<p>This clause, which was included in Ooredoo's First Draft RAIO but then not included in the Second Draft, should be re-instated as a basic offering, whilst also expressly allowing Access Seekers to request bespoke services which Ooredoo may agree to offer.</p> <p>Ooredoo shall in addition to reinstating the above, add to this clause the following text:</p> <p><i>“Once any individualised service is agreed and approved by the TRA, the same shall be published/included in the RAIO in a manner that does not identify the Requesting Party”.</i></p> <p>In addition, Ooredoo should see Annex 1.1 for the decision on timescales.</p>
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Explanation:

Renna commented that 20 days' notice for any network upgrade or deployment is too short a notice period and should be reconsidered. The TRA noted that this clause was deleted from the Second Draft RAIO as were all OSS sections (i.e., it was included in the first draft but not the second). It therefore asked Ooredoo to clarify where these issues were dealt with in the Second Draft RAIO.

Ooredoo responded that this will be addressed directly in the Interface Plan referred to in clause 1.34 of this Annex.

The TRA does not accept Ooredoo’s reply as to why all OSS sections were removed between the first and second draft RAIO. As such, the relevant clauses from the First Draft RAIO should be re-instated in order to act as a basic offering, whilst where appropriate allowing expressly requests for bespoke services, as Ooredoo wishes to offer.

However, to prevent discrimination, Ooredoo shall also ensure, once such services are agreed and approved by the TRA, that an anonymised version of the offering is published and included in the RAIO. Ooredoo shall therefore, in addition to reinstating the original clause, add to it the text set out above. In addition, Ooredoo shall comply with Annex 1.1 concerning delivery times.

<p>182 1.34 of First Draft RAIO</p>	<p><i>“Ooredoo is not required to provide any access to its facilities in respect of the relevant Reseller OSS, perform any interoperability testing or interface new or modified Reseller OSS until an Interface Plan is in place and once in place, only in accordance with that Interface Plan. The interface plan will be agreed by both parties and added as an appendix to this agreement.”</i></p>	<p>This clause, which was included in Ooredoo’s First Draft RAIO but then not included in the Second Draft, should be re-instated as a basic offering, whilst also expressly allowing Access Seekers to request bespoke services which Ooredoo may agree to offer. Ooredoo shall therefore add the below clause: <i>“Ooredoo is not required to provide any access to its facilities in respect of the relevant Reseller OSS, perform any interoperability testing or interface new or modified Reseller OSS until an Interface Plan is in place and once in place, only in accordance with that Interface Plan unless such access is agreed as between the Parties as being necessary. Once any individualised service is agreed and approved by the TRA, the same shall be published/included in the RAIO in a manner that does not identify the Requesting Party”.</i></p>
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Explanation:

Renna commented that in a reseller relationship, Ooredoo is also equally responsible for the smooth functioning of the network and thus if needed, Ooredoo needs to give access or connectivity to the OSS after successful network testing.

The TRA again noted that Ooredoo deleted the relevant clause in its Second Draft RAIO (i.e., the clauses were included in its First Draft RAIO but not in its Second Draft RAIO) and thus it asked Ooredoo to clarify where in the RAIO the provisions dealt with by this clause were now set out.

Ooredoo responded that they are not dealt with elsewhere in the document. It stated that because these services would be individualised, providing further details in the standard agreement would put unnecessary restrictions on the access seeker’s ability to obtain individualised solutions.

The TRA does not accept Ooredoo’s reply as to why all OSS sections were removed between the first and second draft of the RAIO. It therefore requires that the relevant clause is re-instated in the RAIO as a basic offering, whilst further text is also added to expressly allow Ooredoo to also offer, upon request, bespoke services.

However, to prevent discrimination, Ooredoo shall also ensure, once such services are agreed and approved by the TRA, that an anonymised version of the offering is published and included in the RAIO. Ooredoo shall, therefore, in addition to the above requirement, shall add the text set out above.

The TRA also notes Ooredoo’s response that the concerns of Renna could be addressed in the Interface Plan to be agreed between the Parties. As such, the TRA considers that the text should be further amended as set out above.

<p>183 1.36 of First Draft RAIO</p>	<p><i>“For the avoidance of doubt, Ooredoo will not be required to prioritise work that Ooredoo undertakes for Reseller ahead of Network development and IT projects for Ooredoo' own business or which have been earlier requested by another reseller or any third party with whose Networks Ooredoo interconnects. This includes without limitation, in relation to:</i></p> <ul style="list-style-type: none"> - <i>The timing of such work; and</i> - <i>The technical and operational quality of such.”</i> 	<p>The relevant clauses, which were included in Ooredoo’s First Draft RAIO but then not included in the Second Draft, should be re-instated as a basic offering, whilst also expressly allowing Access Seekers to request bespoke services.</p> <p>However, to prevent discrimination, Ooredoo shall also ensure, once such services are agreed and approved by the TRA, that an anonymised version of the offering is published and included in the RAIO. Ooredoo shall, therefore, in addition to the above requirement, add the following text to this clause: <i>“Once any individualised service is agreed and approved by the TRA, the same shall be published/included in the RAIO in a manner that does not identify the Requesting Party”.</i></p>
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Explanation:

Renna commented that this clause (as set out in the First Draft RAIO) was completely unreasonable because in a wholesale business, the Reseller’s existence depends primarily on the Reseller-MNO relationship. It argues that such clauses in an agreement put a reseller business at the back-foot even before it takes off. It therefore stated that all such decisions need to be agreed and decided on a case by case basis, depending on the urgency and requirement of both the parties.

The TRA noted that whilst this clause was included in the First Draft RAIO, it was deleted from the Second Draft. It therefore asked Ooredoo to clarify where these issues are dealt with in the Second Draft.

Ooredoo responded that they are not dealt with elsewhere in the document. It stated that because these services are individualised, providing further details in the RAIO would put unnecessary restrictions on the access seeker's ability to obtain an individualised solution. The TRA does not accept Ooredoo's reply. Ooredoo is therefore required to re-instate the relevant clause, setting out a basic offering and allowing expressly resellers to request bespoke services.

However, to prevent discrimination, Ooredoo shall also ensure, once such services are agreed and approved by the TRA, that an anonymised version of the offering is published and included in the RAIO. Ooredoo shall, therefore, in addition to the above requirement, shall add the text set out above.

Finally, in relation to the concerns expressed by Renna, the TRA considers that the text is not unreasonable, as Ooredoo is simply stating that it will not prioritise such work for the Access Seeker. However, it should be kept in mind that Ooredoo, by virtue of the A&I Regulation, is not allowed to discriminate in favour of or against any party – including its own business. The TRA is therefore satisfied that the clause is reasonable, keeping in mind Ooredoo's obligations of non-discrimination.

184	1.37 of First Draft RAIO	<i>“Following agreement in relation to the Interface Plan, Ooredoo is entitled to conduct a reasonable set of tests (Interoperability Tests) to determine whether there is satisfactory interoperability between the Reseller OSS and the Ooredoo Network and/or the Ooredoo OSS before it has any obligation to provide interface access to the Mobile Network or the Ooredoo OSS.”</i>	Again, Ooredoo deleted the relevant clause from its RAIO (i.e., the clause was included in its First Draft RAIO but not its second draft). However, the relevant clause shall be re-instated, setting out a basic offering to the Access Seeker.
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Explanation:

Renna commented that, for the smooth functioning of the reseller service, the tests referred to in the original clause need to be mutually agreed and done together.

The TRA noted that Ooredoo deleted this clause (and all OSS related section) from its First Draft RAIO. It therefore it to clarify where these matters were now dealt with in the RAIO.

Ooredoo responded that these matters are not dealt with elsewhere in the document. Ooredoo stated that because these services would be individualised, providing further details in the RAIO would put unnecessary restrictions on the access seeker's ability to obtain an individualised solution.

The TRA does not accept Ooredoo's reply. It therefore requires that the relevant clauses are re-instated as a basic offering, whilst the TRA notes that bespoke services may be agreed as between the Parties where this is appropriate as per the changes required to clause 1.30 above. Lastly, the TRA considers that Renna's concerns are dealt with adequately through the text, "Following agreement in relation to the Interface Plan". This should mean that any such tests should be agreed as part of the Interface Plan.

185 2.3	<i>"Reseller customers will enjoy access to the same geographic coverage provided by the Mobile Network as is available to Ooredoo' own customers save for the national roaming on another Operator's network."</i>	Ooredoo shall amend this clause as follows: <i>"Reseller customers will enjoy access to the same geographic coverage provided by the Mobile Network as is available to Ooredoo' own customers."</i>
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Explanation:

If an agreement for MVNO service is entered into between Ooredoo and a third party, then Ooredoo, to the extent it offers some of its services relying on a national roaming agreement with another operator, must supply that coverage and access to the customers of the MVNO. Ooredoo shall therefore delete the restriction.

186 2.5	<i>"If Ooredoo at any time is required to make any further changes to the Mobile Network to accommodate provision of Ooredoo Services to Reseller, the reasonable costs of such changes will be calculated by Ooredoo in accordance with the NCC Principle and will be payable by Reseller. Where requested by Reseller, Ooredoo will provide reasonable substantiation of costs incurred."</i>	Ooredoo shall add the definition below of "NCC Principle". This shall be inserted either in this Clause or in Annex A.
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Explanation:

Ooredoo was asked to explain the term "NCC Principle" which it defined as: "Network Conditioning Charges Principles".

The TRA notes the reply. Ooredoo shall add this definition here or in Annex A.

187 4.3.4	<i>“the reasonable costs of Ooredoo performing the testing will be borne by Reseller. Reasonable costs in this context means the time and materials plus a reasonable commercial mark-up. Both parties recognise that SIM testing usually takes 3-5 days but the length of time for testing will depend on the characteristics of the SIMS chosen.”</i>	Ooredoo shall amend the clause as follows: <i>“The reasonable and objectively justified costs of Ooredoo performing the testing will be borne by the Reseller. Reasonable costs in this context means the time and materials plus a reasonable commercial mark-up. Both parties recognise that SIM testing usually takes 3-5 days but the length of time for testing will depend on the characteristics of the SIMS chosen. Ooredoo, at the request of the Access Seeker, shall provide appropriate substantiation of these costs”</i>
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Explanation:

Renna commented that that there cannot be any charge for the SIM test as these tests are required to implement the services provided by the MNO to the reseller.

Ooredoo responded that the cost may be negotiated.

The TRA is of the view that, given the nature of the service, any costs for testing may be recovered from the Access Seeker. However, such costs must be reasonable and objectively justified and Ooredoo should be able to substantiate the amounts.

Having considered the comments of the parties, the TRA considers that the Clause should be amended as set out above.

188 5.3	<i>“Reseller must comply with all directions issued by Ooredoo in relation to the rights granted to Reseller under clause 5.2 and must ensure that each Distributor complies with such directions. If Reseller or a Distributor fails to comply with any direction, Ooredoo may by written notice to Reseller immediately revoke the rights granted to Reseller and its Distributors.”</i>	Ooredoo shall amend this Clause to state that revocation is subject to Ooredoo acting in accordance with Clauses 18 and 19 of the Main Agreement and that any revocation is subject to prior TRA approval.
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Explanation:

Ooredoo was asked to include in this clause that any revocation needs to be subject to notice and due procedure. Ooredoo responded that this was referred to in the Main Agreement.

The TRA considers that this is not adequate as this clause can be read in isolation and may be misleading. Ooredoo, for the avoidance of doubt shall therefore amend the text to state that revocation is subject to Ooredoo acting in accordance with Clauses 18 and 19 of the Main Agreement and that any revocation is subject to prior TRA approval.

<p>189 8.1.1 (Track changes version) 8.1.2 (Clean version)</p>	<p><i>“The provision of Financial Security comprising a Bank Guarantee in an amount of OMR ----- and in a form reasonably acceptable to Ooredoo, and continues indefinitely so long as Ooredoo is designated by the TRA as having a dominant position in the Mobile Access Services market or for such period specified by the TRA in a decision, direction, order, or other instrument (Term).”</i></p>	<p>Ooredoo shall amend the clause as follows: <i>“The provision of Financial Security in the form of a bank or other guarantee acceptable in the Sultanate for commercial transactions in an amount of OMR XXX which shall continue to be in full force and effect for as long as the Agreement remains valid and in force.”</i></p>
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Explanation:

Ooredoo was asked to clarify the latter part of the clause. In response to this, Ooredoo stated that the clause should be amended to read, *“The provision of Financial Security comprising a Bank Guarantee in an amount of OMR XXX which shall continue to be in full force and effect for as long as the Agreement remains valid and in force.”*

The TRA considers the principle of this clause is reasonable. However, the wording as it relates to the nature of the Financial Security must be amended as set out above to ensure it is in line with Annex (1) Art 9(ii) of the A&I Regulation. As such, the clause in the RAIO shall be amended as above, which takes into account both Ooredoo’s clarification and the required wording on the nature of the Financial Security.

<p>190 8.2.3</p>	<p><i>“Reseller suffers a Change of Control and Ooredoo has not consented to such Change in Control. Either Party may terminate this Agreement immediately by giving notice in writing to the other Party if:”</i></p>	<p>Ooredoo shall amend the clause as follows: <i>“Reseller suffers a Change of Control and Ooredoo has not consented to such Change in Control. Consent to the Change of Control shall not be unreasonably withheld. Either Party may terminate this Agreement immediately by giving notice in writing to the other Party if [...]”</i></p>
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Explanation:

The First Draft RAIO did not include a provision that Ooredoo would not unduly withhold consent to a change in control. It was therefore asked by the TRA to add such a provision. The TRA notes that this has been added to the Second Draft RAIO, but to the incorrect Clause (i.e., Clause 8.2.3.1). As such, Clause 8.2.3 shall be amended as set out above.

191 8.2.3.1	<p><i>“the other Party has committed a material breach of this Agreement, which is:</i></p> <ul style="list-style-type: none"> <i>-not capable of being remedied; or</i> <i>-not remedied by the other Party within 30 days of written notice specifying the breach;</i> <i>-consent to the Change of Control shall not to be unreasonably withheld”</i> 	<p>Ooredoo shall amend the text to state that revocation is subject to Ooredoo acting in accordance with Article 18 and 19 of the Main Agreement and that any revocation is subject to prior TRA approval.</p>
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Explanation:

Ooredoo was asked to include in this clause that any revocation needs to be subject to notice and due procedure. Ooredoo responded that this was referred to in the Main Agreement.

The TRA considers that the proposed clause and reference to the Main Agreement this is not adequate as this clause can be read in isolation and may be misleading. Ooredoo, for the avoidance of doubt, shall amend the text to state that revocation is subject to Ooredoo acting in accordance with Clauses 18 and 19 of the Main Agreement and that any revocation is subject to prior TRA approval.

192 10.1	<p><i>“Reseller must pay the Charges to Ooredoo in accordance with this Agreement. The Charges will be invoiced as follows:</i></p> <ul style="list-style-type: none"> <i>• the set-up fee may be invoiced by Ooredoo at any time after the date of this Agreement;</i> <i>• the annual operational fee will be payable in advance in equal quarterly instalments, with the first payment to be invoiced by Ooredoo at</i> 	<p>Ooredoo shall amend the text of this clause as follows:</p> <p><i>“Reseller must pay the Charges to Ooredoo in accordance with the Main Agreement. The Charges will be invoiced as follows:</i></p> <ul style="list-style-type: none"> <i>• the set-up fee may be invoiced by Ooredoo at any time after the date of this Agreement;</i> <i>• the annual operational fee will be payable in advance in equal quarterly instalments, with the first payment to be invoiced by Ooredoo at any time after the date of this Agreement;</i> <i>• any Charges payable may be invoiced by Ooredoo in accordance with the Main Agreement;</i>
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any time after the date of this Agreement;

- *any Charges payable may be invoiced by Ooredoo in advance or at such other reasonable time(s) as Ooredoo determines;*
- *Charges in respect of the services provided to Reseller for Reseller to resale to Reseller Customers, monthly in arrears in accordance with clause-*

- *Charges in respect of the services provided to Reseller for Reseller to resale to Reseller Customers, monthly in arrears in accordance with clause-*

Explanation:

Ooredoo was asked to set relevant timeframes, as this is otherwise very generic and subjective. In doing so, it should ensure that there is no discrimination between how different resellers are treated.

Ooredoo responded that the relevant timeframes are stipulated in the Main Agreement.

The TRA accepts Ooredoo's response in terms of the dates, but requires a reference to this is added to the Final Draft RAIO by amending the clause as specified above. Also, bullet point 3 needs to be amended as the text was very generic and subjective and as such should be restricted to what the Main Agreement provides.

193 10.4

“The Charges will apply during the term of this Agreement, unless varied by written agreement between the Parties.”

Ooredoo shall amend the clause as follows:

“The Charges will apply during the term of this Agreement, unless varied by written agreement between the Parties. Any such changes shall be subject to TRA approval and publication.”

Explanation:

All charges are subject to TRA approval and this should be reflected in this clause.

194 11.5	<p><i>“Unless specified otherwise by Ooredoo, Reseller must supply forecasts on a monthly basis in respect of the following 3 months or such other reasonable time period as notified by Ooredoo. The forecasts must be provided in the form reasonably notified by Ooredoo from time to time, in respect of the following:”</i></p>	<p>This clause shall be amended as follows: <i>“Unless specified otherwise by Ooredoo, the Reseller must supply forecasts on a rolling basis for a period of four (4) quarters covering one (1) year, delivered to the other Party ten (10) Working Days before the start of each quarter. The quarterly dates are 1st October, 1st January, 1st April and 1st July in each year. The forecasts must be provided in the form reasonably notified by Ooredoo from time to time, in respect of the following:”</i></p>
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Explanation:

Renna stated that in general, forecasting needs to be done as an annual forecast, reviewed every quarter. This is because, in its view, a requirement for monthly forecasting is too onerous.

Ooredoo responded that this can be discussed further, but a minimum would be to have quarterly forecasts.

Given the nature of the issue and Ooredoo’s response, the TRA considers that the text shall be amended to allow for an annual forecast with a quarterly breakdown, which shall be reviewed quarterly to take into account any changes in demand and so on.

As such, the clause shall be amended as set out above.

195 11.7	<p><i>“Reseller must pay Ooredoo’ additional costs in producing and supplying the number of Reseller Branded SIM Cards in excess of the relevant forecast.”</i></p>	<p>This clause shall, for the avoidance of doubt, be amended to state that: <i>“Reseller must pay Ooredoo’s additional costs in producing and supplying the number of Reseller Branded SIM Cards in excess of the relevant forecast. Such additional costs shall be payable where Ooredoo is able to substantiate that there is such a reasonably incurred additional cost arising from the request being made outside of the relevant forecast. Such costs shall be objectively justified and Ooredoo shall substantiate these on request”</i></p>
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Explanation:

Renna stated that it believed it is completely unreasonable for the Reseller to have to pay the additional costs faced by Ooredoo in producing or supplying Reseller branded SIM cards in excess of the relevant forecast.

The TRA considers that it is not unreasonable for Ooredoo to recover from the Reseller the costs of producing any additional SIM cards outside the approved margin of error for the relevant forecast. However, this is only the case if Ooredoo is able to substantiate that such additional costs exist and will have arisen because of the forecasting error (e.g., because preparing these SIM cards has not been planned, the costs of production are higher, as the batch is smaller in number etc.) As such, Ooredoo shall amend this clause as set out above.

196 Section 12 *“Technical Requirements”*

This section shall be deleted and the contents shall be moved to Section 2, “Ooredoo Services”.

Explanation:

The TRA notes that the title of Section 12 is misleading because the section relates to the services provided by Ooredoo, not to technical requirements. As such, its contents shall be moved to Section 2.

Annex B 12 – National Roaming

Sr. No.	Clause Reference in 2 nd RAIO	Reference text in 2 nd Draft RAIO	Required Modifications
197	Introduction	<i>“Introduction”</i>	Ooredoo shall add a new clause qualifying the Offer, stating that the final Offer may be different from this RAIO, as may be required by the aforementioned instruments.

Explanation:

As part of its comments on the First Draft RAIO, the TRA asked Ooredoo to add a statement to this Annex stating that changes may be required to this Offer, pursuant to the instrument by which National Roaming will be implemented by the TRA. Ooredoo responded to this by stating that the TRA approval is addressed in the Main Agreement.

The TRA does not consider that Ooredoo’s response is adequate. Pursuant to Annex 3.4 of the A&I Regulation (Clause 6): *“The Eligible Party and Host Operator shall enter into a National Roaming Agreement under such terms and conditions as may be specified in any authorization, license, decision, direction, order or other relevant instrument issued by the Authority. Such terms and conditions may, amongst others, include the period of the National Roaming Agreement and the geographical scope of the National Roaming Service requirement.”*

Given that the relevant instruments have not been issued, a new clause needs to be added to this Annex of the RAIO, qualifying the Offer to state that the final Offer may be different from this RAIO, if and as may be required by the aforementioned instruments.

198	1.1.2	<i>“Ooredoo may refuse a request to provide National Roaming Services to an Eligible Party if it has spectrum capacity problems arising from hosting another/ other National Roaming Operator(s) that are similarly entitled to the receipt of National Roaming Services at the time of the request.”</i>	Ooredoo shall amend the clause as follows: <i>“Ooredoo may refuse a request to provide National Roaming Services to an Eligible Party if it has spectrum capacity problems arising from hosting another/ other National Roaming Operator(s) that are similarly entitled to the receipt of National Roaming Services at the time of the request. Such refusal shall be objectively justified and Ooredoo shall be able to substantiate such refusal on request by the Requesting Party or the TRA.”</i>
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Explanation:

All such refusals to provide services to an Eligible Party must be objectively justifiable, in order to prevent Ooredoo engaging in discriminatory or anti-competitive behaviour.

199 2.5	<i>“Ooredoo has the right to reject the Access Seeker request for roaming services where Ooredoo might encounter problems due to the spectrum capacity.”</i>	Ooredoo shall either delete this clause from the Final Draft RAIO or amend this as required below.
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Explanation:

In the light of Clause 1.1.2 above, this clause is not required and should be deleted. This is because, to the extent that spectrum capacity could possibly be an objective reason for not providing the service, it is covered by clause 1.1.2.

If this clause is to cover specific geographic areas, it shall be amended to make this clear. In this case, it should also should state that such rejection shall be objectively justified and that Ooredoo shall be able to substantiate, upon request by the Requesting Party or the TRA, such refusal.

200 2.8.1	<i>“Spectrum Bands and Modes”</i>	<p>Ooredoo shall expressly add to this clause the following bands currently allocated to Ooredoo:</p> <ul style="list-style-type: none"> ● 800 MHz ● 2100 MHz ● 2300 MHz ● 2600 MHz
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Explanation:

Given that currently the following bands are allocated to Ooredoo, they should all be expressly referred to in this clause, for the sake of certainty: 800 MHz, 900 MHz, 1800 MHz, 2100 MHz, 2300 MHz, and 2600 MHz.

201 2.8.1	<i>“Teleservices”</i>	Ooredoo shall include the provision for international roaming customers in accordance with the A&I Regulation, Annex 3.5, Sixth Section – Clause 2 (xxii).
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Explanation:

The TRA asked Ooredoo why certain services were not included. One of these was the provision for international roaming customers. Ooredoo replied that international roaming was not applicable in this case.

The A&I Regulation (Annex 3.5, Sixth Section – Clause 2(xxii)) requires, amongst others, the provision of international roaming services. Ooredoo shall include provision for this in this clause.

If the roaming operator has an agreement with an overseas operator for roaming in Oman then the customers of the overseas operator should be hosted also on Ooredoo’s network.

202 3.1 *“Service ordering and provisioning/delivery shall be as per the Main Body of the Agreement.”* Ooredoo include in this clause all service specific delivery times, as set out in Annex 1.1. That is, it shall not cross refer to the Main Agreement except for those processes which are common across all services.

Explanation:

For ease of reference, all service specific delivery times as set out in Annex 1.1 which are relevant to this service shall be set out in Section 3 of this Service Annex.

203 5.5.1 *“In case Access Seeker requires CDR information from Ooredoo, Ooredoo will deliver those as described below. Such a transfer has to be agreed beforehand and Ooredoo will charge Access Seeker for its reasonable associated costs, subject to the prior agreement of the Parties.”* This clause shall be amended as follows:
“In case Access Seeker requires CDR information from Ooredoo, Ooredoo will deliver those as described below.”

Explanation:

As per the TRA’s required amendments to Clause 11.3 of the Main Agreement, and an earlier clarification from Ooredoo to the TRA, Ooredoo shall provide full CDRs with each bill. As such, it shall amend this clause to reflect the terms of the Main Agreement.

Annex B 13 – Co-Location Agreement

Sr. No.	Clause Reference in 2 nd RAIO	Reference text in 2 nd Draft RAIO	Required Modifications
204	8.1.1.2	<i>“On not less than 1 years notice given by Access Seeker; or”</i>	Ooredoo shall amend the clause as follows: <i>“On not less than 3 months’ notice given by Access Seeker; or”</i>
Explanation: The TRA is not satisfied that the notice period of one year given in the draft of clause 8.1.1.2 is reasonable. Rather, the TRA is satisfied that a notice period of 3 months is appropriate, in line with both the notice period that Ooredoo itself provides and the fact that this is a one year contract. This is also in line with Ooredoo’s own times in relation to individual sites (clause 8.2). Ooredoo shall therefore amend the notice period to 3 months.			
205	10.5	<i>“Access Seeker shall indemnify Ooredoo against any harm, injury or ill health that may be caused to Ooredoo employees if it can reasonably be shown that it was caused by the presence of Access Seeker’s equipment at the Co-Location Sites.”</i>	Ooredoo shall amend either this clause or Clause 10.2 of this Annex to make the provisions set out herein reciprocal. That is, it shall add the following text to either of these clauses: <i>“Ooredoo shall also indemnify and hold Access Seeker harmless any harm, injury or ill health that may be caused to its employees if it can reasonably be shown that it was caused by Ooredoo’s equipment at the Co-Location Sites or on the part of Ooredoo or its contractors.”</i>
Explanation: The TRA sought a clarification from Ooredoo as to whether this requirement should be reciprocal. Ooredoo explained that this requirement is not reciprocal since the Access Seeker is bringing in the equipment. However, in the TRA’s view, this does not mean that this clause should not be reciprocal. Therefore, Ooredoo shall amend either Clause 10.2 or this Clause 10.5 of this Annex, as set out above.			
206	14 of First Draft RAIO	<i>“14. THIRD PARTY CONSENTS Where the Co-Location Services would require any third party consents (such as where the Co-Location Sites are owned by a third party) Ooredoo will facilitate procuring</i>	Ooredoo shall reinstate the deleted clause.

such consents on the best possible terms for Company in good faith and to the extent necessary. Any costs or charges payable to that third party shall be borne by Company provided that Company has first agreed to pay such charges. For the avoidance of doubt, nothing in this clause 14 entitles Ooredoo to make any commitment or representation on behalf of Company.”

Explanation:

The TRA notes that Clause 14 of this Annex, concerning the need for third party consents, was deleted between the First and Second Draft RAIO, with no explanation offered. The TRA is satisfied that the clause should be reinstated.

207	22.2 of First Draft RAIO	“ <i>The time limits specified in this clause 22 may be modified by mutual agreement of the Parties.</i> ”	This clause was deleted from the First Draft RAIO. As such, this Annex now has no reference to ordering and delivery processes. Ooredoo shall therefore insert a new section into this Annex to include all service specific delivery times, as set out in Annex 1.1. That is, it shall not cross refer to the Main Agreement except for those processes which are common across all services.
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Explanation:

For ease of reference, all service specific delivery times as set out in Annex 1.1 which are relevant to this service shall be set out in Section 3 of this Service Annex.

208	Clause 2 of Schedule 1	“ <i>Ooredoo reserves the right not to offer the requested or surveyed location for plot co-location at its own discretion, in which case Ooredoo will inform Access Seeker accordingly.</i> ”	Ooredoo shall amend the clause as follows: “ <i>Ooredoo reserves the right not to offer the requested or surveyed location for plot co-location at its own discretion, in which case Ooredoo will inform Access Seeker accordingly. When Ooredoo is negotiating and providing an Unregulated A&I Service, it may, for example, refuse to offer the requested or surveyed location for colocation. It shall, however, treat all Requesting Parties and Wholesale Customers in an equal and non-discriminatory manner in that respect.</i> ”
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Explanation:

The TRA considers that this clause is acceptable, subject to the obligations placed on non-dominant operators (i.e., Ooredoo is not dominant in Market 12) as set out in Article 22 of the A&I Regulation, which states “*A Non-Dominant Operator shall, when negotiating and providing an Unregulated A&I Service, treat all Requesting Parties and Wholesale Customers in an equal and non-discriminatory manner.*” Therefore, Ooredoo shall amend the text to provide for this obligation.

Annex C.1 – Special Services

Sr. No.	Clause Reference in 2nd RAIO	Reference text in 2 nd Draft RAIO	Required Modifications
209	C.1 - 2.1 Access to Toll Free Numbers	<i>“The Ooredoo shall offer to the Access Seeker, upon request, access to one or more Call services provided by customers of the Operators over the Operator’s network through the use of a “Toll Free Number”. For each Call by end users of the Access Seeker’s network to the Operator’s “Toll Free Numbers”, the Operator will pay Access Seeker the termination charge according to Sub-Annex [___]. The Access Seeker is not entitled to charge its end users for Calls to the Operator’s “Toll Free Numbers”.”</i>	Ooredoo shall amend the clause as follows: <i>The Ooredoo shall offer to the Access Seeker, upon request, access to one or more Call services provided by customers of the Operators over the Operator’s network through the use of a “Toll Free Number”. For each Call by end users of the Access Seeker’s network to the Operator’s “Toll Free Numbers”, the Operator will pay Access Seeker the termination charge according to Annex B-1. The Access Seeker is not entitled to charge its end users for Calls to the Operator’s “Toll Free Numbers”.</i>

Explanation:

Ooredoo was asked to provide the cross-reference to the relevant Sub-Annex referred to in this clause. Ooredoo responded that this is Annex B-1 (Fixed Call Termination).

The TRA notes the answer and requires that the reference to Annex B-1 is added for the sake of clarity.

Annex C2 – Port Capacity

Sr. No.	Clause Reference in 2nd RAIO	Reference text in 2 nd Draft RAIO	Required Modifications
210	C.2 - PORT CAPACITY		Ooredoo shall make all necessary amendments to the Annex before submitting the final draft for TRA approval.
Explanation:			
The TRA is not satisfied that the Annex is adequate as there are no provisions for:			
<ul style="list-style-type: none"> a) frame blocks and a) in-building wiring. 			
211	4.1	<i>“With respect to Port Capacity ordered at a Point of Interconnection already in operation Ooredoo shall use its best endeavours to have a target delivery time of 25 Working Days and shall not exceed 70 Working Days following the date of receipt of the relevant Port Capacity Order.”</i>	Ooredoo shall update this clause to refer to the required delivery time set out in Annex 1.1. In addition, Ooredoo shall also amend the text of the clause as follows: <i>“With respect to Port Capacity ordered at a Point of Interconnection already in operation Ooredoo shall use its best endeavours to have a target delivery time of ten (10) Working Days and shall not exceed twenty (20) Working Days following the date of receipt of the relevant Port Capacity Order. For the avoidance of doubt Port Capacity includes Distribution Block allocation and jumpering.”</i>
Explanation:			
In response to a clarification question by the TRA, Ooredoo confirmed that the Port Capacity includes Distribution Block allocation and jumpering. As such, it shall add this clarification to the clause.			
Ooredoo shall also All delivery time issues were raised for industry comments. See Annex 1.1 for the decision on timescales.			
212	4.2	<i>“Port Capacity ordered at Point of Interconnection that is not already in operation shall have a target delivery time</i>	Ooredoo shall update this clause to refer to the required delivery time set out in Annex 1.1.

according to Ordering and Delivery in the Main Body of the Agreement.”

Explanation:

Time lines should be provided for the provision of port capacity at POI not already in operation in line with item 12 of Annex 1.1.

213 4.4	<i>“The Parties shall use reasonable endeavours to complete such testing in the shortest appropriate time. Ooredoo shall provide Access Seeker with reasonable time to prepare for the testing before commencing the testing. The Parties shall co-operate to ensure that testing is reasonably spread across the agreed testing period.”</i>	Ooredoo shall amend the clause by adding maximum time limits for the testing procedures to be completed.
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Explanation:

Maximum time lines should be provided for the testing process set out in this clause.

214 5	<i>“Removal of Port Capacity”</i>	Ooredoo shall amend this clause to allow for the notice for removal of port capacity to be effected through the forecasting.
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Explanation:

Ooredoo was asked to identify the stated differences in the termination terms of removing capacity (beyond the regular forecasting & provision arrangements) and specify this in the relevant clauses. Ooredoo responded that there is a notice period of 12 weeks and this has been specified in clause 5.2.

The TRA is not persuaded that amendments to port capacity justify any different notice period, given that it will, like all products, be subject to forecasting. So, if a quarterly forecast shows a reduction in port capacity requirements, this should be sufficient. This is because this is, in effect, giving the Providing Party 13 weeks’ notice of the reduction in demand.

Therefore, Ooredoo should amend the clause to allow for the notice for removal of port capacity to be effected through the forecasting.

215 Section 6	<i>“Port Capacity Orders may not be amended unless the Parties agree to do so in writing.”</i>	This clause shall be amended to state:
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“Port Capacity Orders may not be amended unless the Parties agree to do so in writing or where the Requesting Party pays for any reasonable costs incurred by the variation and which Ooredoo shall substantiate on request”

Explanation:

Port orders should be open to amendments, provided that the party amending the order pays for any reasonable costs incurred by the variation. The clause shall therefore be amended as set out above.

216	Section Clause 2.1	7. <i>“Invoices in the amounts stated or multiples thereof as may be appropriate against quantities specified in orders shall be issued by Ooredoo on each instance of receipt and acceptance of such orders. Invoicing shall be monthly in advance. Invoices shall be payable on presentation.”</i>	Ooredoo shall amend Clause 2.1 to provide that invoices shall be issued on acceptance of an order, and shall be payable within 30 days, or such other payment terms as exist between the Parties. The clause number also needs to be corrected.
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Explanation:

Ooredoo was asked to justify why the invoices are payable monthly in advance and why are they payable on presentation, as opposed to the normal 30 days payment terms.

Ooredoo responded that it incurs upfront costs. Therefore, for all services that have no variable cost and monthly fee, Ooredoo will require upfront payment.

The TRA notes Ooredoo’s response. Although the TRA accepts that in this case invoicing in advance is acceptable, no justification is provided for payment on presentation. Given this, Ooredoo shall amend Clause 2.1 to provide that invoices shall be issued on acceptance of an order, and shall be payable within 30 days, or such other payment terms as may exist between the Parties.

Annex C.4 – Point of Interconnection

Sr. No.	Clause Reference in 2 nd Draft RAIO	Reference text in 2 nd Draft RAIO	Required Modifications
217	C4 - POINT OF INTERCONNECTION		<p>Ooredoo shall include, for interconnection to both its fixed and mobile networks, the Interconnect Links in its Final Draft RAIO specifying its three variants namely:</p> <ol style="list-style-type: none"> 1. In-Building Interconnect (IBI) 2. Customer Sited Interconnect (CSI) 3. In-Span Interconnect (ISI) <p>Ooredoo should clearly stipulate that all Access and Interconnect Services should be carried over any of these forms of Interconnect Links and that any physical interconnect paths are constructed by mutual agreement when used for both parties' services. Ooredoo shall include in the Final Draft RAIO the description, delivery times and prices for each variant of this service. These shall take into account the TRA's decisions in relation to Ooredoo's Second Draft RAIO in terms of the service descriptions, delivery times and prices for related products and services.</p>

Explanation:

Ooredoo defines all POIs as being at their primary switch sites. This does not allow for customer sited interconnect or in-span interconnect, which, if implemented, has the POIs outside the building. As such Ooredoo shall include, for interconnection to both its fixed and mobile networks, the Interconnect Links in its Final Draft RAIO specifying its three variants namely:

1. In-Building Interconnect (IBI)
2. Customer Sited Interconnect (CSI)
3. In-Span Interconnect (ISI)

Ooredoo should clearly stipulate that all Access and Interconnect Services should be carried over any of these forms of Interconnect Links and that any physical interconnect paths are constructed by mutual agreement when used for both parties' services. Therefore, both parties

must be able to work with link capacity delivered over IBI, CSI or ISI links for all their wholesale products. Ooredoo shall include in the Final Draft RAIO the description, delivery times and prices for each variant of this service. These shall take into account the TRA's decisions in relation to Ooredoo's Second Draft RAIO in terms of the service descriptions, delivery times and prices for related products and services.

<p>218 C.4 – Clause 4.1</p>	<p><i>“For each Point of Interconnection (“PoI”) the ordering party shall pay the other party an establishment fee as defined in Table 4 below. For the avoidance of doubt, the Parties agree that the rental charge is not substitutive of any element of the charge for establishment referenced in Error! Reference source not found. above. In each instance, the rental charge for the first year shall be invoiced on placement of order and shall be payable on presentation. Rental charges for following years shall be invoiced on each annual anniversary of order, and shall become due for payment on presentation.”</i></p>	<p>Ooredoo needs to make the following amendments to Clause 4.1:</p> <ul style="list-style-type: none">(a) Add the missing references.(b) To provide that rental charges shall be invoiced on placement of an order, and shall be payable within 30 days, or such other payment terms as may exist between the Parties.
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Explanation:

- (a) The clause has an error (i.e., one of the references is missing). This needs to be completed.
- (b) Although the TRA accepts that in this case invoicing in advance is acceptable, no justification is provided for payment on presentation, or why invoicing should be done annually. Given this, Ooredoo shall amend Clause 4.1 to provide that rental charges shall be invoiced on placement of an order, and shall be payable within 30 days, or such other payment terms as may exist between the Parties. For pricing issues see Annex 2 of this Decision.

Annex D – Contact Points

Sr. No.	Clause Reference in 2 nd RAIO	Reference text in 2 nd Draft RAIO	Required Modifications
219	1.2	<i>“Either Party may amend their contact information within this Annex if required, with one (1) week prior notice to the other Party. In exceptional cases, either Party may make changes to the contact information without prior notice but must inform the other Party as soon as reasonably possible. The case(s) for exceptional circumstances shall be agreed between the Parties during regular operational meetings.”</i>	The clause shall be amended to add the following text at its end: <i>“Where either Party has made changes to the contact information without prior notice to the other and where the other Party before being notified of the change has sent any notice to the old contact information the Party making the change cannot claim that the notice sent to the old contact has not been valid for any purposes whatsoever.”</i>
Explanation: The provision for amending the contact point without prior notice in the event of exceptional circumstances is acceptable. However, the text shall be amended to add the above.			
220	5.1	<i>“Except, if specifically provided otherwise, all Notices and other communications relating to this Interconnection & Access Agreement (Level 1) shall be in writing and shall be sent as follows:”</i>	The TRA notes that no provision for email communication has been made in this clause. The TRA considers that an email contact should also be added. If Ooredoo requires it can stipulate that in the event of formal dispute an email communication should be followed by a written one also (fax or mail).
Explanation: The TRA considers it is reasonable to also allow for email communications as part of this clause.			
221	5.2	<i>“The Level 2 escalation points within the Parties in relation to resolution of Disputes shall be as follows:”</i>	The TRA notes that no provision for email communication has been made in this clause. The TRA considers that an email contact should also be added. If Ooredoo requires it can stipulate that in the event of formal dispute an email communication should be followed by a written one also (fax or mail).

Explanation:

The TRA considers it is reasonable to also allow for email communications as part of this clause.

222 6.1	<i>“Except, if specifically provided otherwise, all Notices and other communications relating to Clause 32 Notices of this Agreement shall be in writing and shall be sent as follows:”</i>	The TRA notes that no provision for email communication has been made in this clause. The TRA considers that an email contact should also be added. If Ooredoo requires it can stipulate that in the event of formal dispute an email communication should be followed by a written one also (fax or mail).
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Explanation:

The TRA considers it is reasonable to also allow for email communications as part of this clause.

Annex E – Technical

Sr. No.	Clause Reference in 2 nd RAIO	Reference text in 2 nd Draft RAIO	Required Modifications
223		The Annex states: <i>“**[specifications to be mutually agreed between the parties at the time of negotiation of agreement]** The Parties shall comply with the ITU and ETSI recommendations in relation to the technical specifications to be agreed between them.”</i>	The Annex requires amendments to reflect the issues discussed below.

Explanation:

The TRA is not satisfied by the Annex, as it does not cover the issues it should in any substantive form or manner. Most operators publish one or more common technical manuals that describe the deep level technical details, such as interfaces. Others include such material as Annexes to the RAIO (e.g. Saudi Telecom). These currently are not included here. Ooredoo needs significantly to develop the content of this Annex to at least reflect the level of detail in Sub-Annex E “Technical Specification” of Omantel’s RAIO.

The TRA will allow Ooredoo a period of 3 months from the date of issuance of the decision to develop, obtain the TRA’s approval and publish the relevant specification, either in the format of an Annex to the Agreement or by way of a Manual. This shall be reflected in this Annex.