



سلطنة عُمان
Sultanate of Oman



هيئة تنظيم الاتصالات
Telecommunications Regulatory Authority

Annex - 1

Decision on Omantel'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, Omantel was declared to have a 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 the 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 Omantel 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. Omantel 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:

- the First Draft RAIO did not contain the charges (Annex M) and supporting cost models.
- the First Draft RAIO was also lacking the required confirmation from Omantel's CEO that the First Draft RAIO fully meets the minimum scope, content and format requirements set out in the A&I Regulation.

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

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

Pursuant to Article 51 of the Regulation, Omantel was given another opportunity to resubmit the First Draft RAIO by 5th June 2016, addressing the TRA's observations. Omantel resubmitted the First Draft RAIO along with proposed charges and cost models. Although the submission was complete from the content perspective, it was found to still contain a number of deficiencies. These deficiencies were shared with Omantel on 7th June 2016.

Omantel was required to address the above issues and submit the First Draft RAIO in track-change and clean versions in both Word and PDF formats latest by 14th June 2016.

On 14th June 2016, Omantel submitted a revised First Draft RAIO, alongside responses to the points raised by the TRA in its letter of 7th June 2016. After reviewing Omantel's First Draft RAIO, inclusive of the additional material supplied on 14th June 2016, the TRA noted that the amended draft RAIO appeared to meet the minimum scope, content and format requirements set out in the A&I Regulation. Resultantly, Omantel was required on 19th July 2016 to publish the First Draft RAIO (in Word and PDF format) in a prominent place on its website within two calendar (2) days, pursuant to Article 52 of the Regulation. On 25th July 2016, Omantel confirmed it had uploaded its First Draft RAIO on its website.

The TRA announced on 26th July 2016 that Omantel's First Draft RAIO had been published on Omantel's website² and that it (the TRA) would shortly commence a formal Consultation (the Consultation) on the First Draft RAIO.

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.

² Available at <https://www.omantel.om/wps/portal/Omantel/About%20us/Documentation>

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>

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

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

- (i) a detailed reply, in a tabular form, to all of the comments (from the industry as well as the TRA), whereby for each comment/proposed amendment on the First Draft RAIO, Omantel 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.

On 31st October 2016, Omantel requested an extension to the deadline for submitting its replies to the comments it had received on the First Draft RAIO and to submit its Second Draft RAIO, from 6th November 2016 to 6th December 2016. This extension was not granted by the TRA. However, following a further request by Omantel for an extension, the TRA subsequently granted an extension to Omantel to 21st November 2016, in recognition of the volume of comments on the First Draft RAIO.

On 21st November 2016, Omantel submitted to the TRA its Second Draft RAIO and its replies to the comments it had received on its First Draft RAIO⁷. However, this submission excluded Omantel's replies to the comments made by TeO and Omantel was requested to submit the same. On 12th December 2016, Omantel submitted its replies to TeO's comments⁸.

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>

⁷ Available at https://www.tra.gov.om/pdf/replies_to_comments_on_first_draft_raio_combined_ordered_20161121.pdf

⁸ Available at https://www.tra.gov.om/pdf/replies_to_comments_on_first_draft_raio_combined_ordered_20161121.pdf

On 13th December 2016, the Second Draft RAIO was published on TRA's website in both track-change and clean versions⁹.

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 Omantel had been copied on these requests for clarification and that all replies should also be copied to Omantel, save where they contained confidential information, so to enable Omantel to respond to these clarifications and submit its reply to the TRA by 5th February 2017. Omantel was then required to respond and submit its reply by 31st January 2017. On 5th February 2017, Omantel submitted its response towards the replies of Friendi and Renna. It then responded to TeO's comments on 14th February 2017.

3.1 Industry Meetings

On 25th January 2017, the TRA conveyed to Omantel 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 14th February 2017.

The TRA, on 7th February 2017, notified to the licensees that the meeting which was scheduled to be held on 14th February 2017 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, ordering frequencies, IP International Bandwidth Capacity service, third party's originated SMS and MMS etc. At the meeting, each party, including Omantel, 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 Omantel, TeO, Friendi and Renna. These were published by the TRA on 27th March 2017¹⁰. The parties were then invited to comment on other licensees' comments and submit the same to the TRA within five days. TeO and Omantel submitted their cross

⁹ 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>

¹⁰ 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 4th April 2017. These submissions were also published by the TRA¹¹. No other cross-submissions were received.

Following its review of these submissions, the TRA advised Omantel on 22nd May 2017 to submit further evidence to support its E1 utilization calculation, which had been used by Omantel as an input into determining the appropriate level for the bank guarantee to be provided by Requesting Parties for certain services. On 6th June 2017, Omantel submitted its calculations for the month of March 2016.

4. Modifications in Second Draft RAIO

Based on the review of Omantel's First and Second Draft RAIO by the TRA, the reasons and explanations supplied by Omantel 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, Omantel, 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:

¹¹ 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>

Main Agreement

Sr. No.	Clause Reference in Second Draft RAIO	Reference text in Second Draft RAIO	Required Modifications
1	1.3	<i>“The current agreement shall continue and any set-up fees already paid by the Requesting Party shall be considered under this agreement. The guarantees shall be revised as per the new agreement and any additional amount shall be paid as per the agreement”</i>	<p>Omantel shall amend Clause 1.3 as follows:</p> <p><i>“This Agreement shall continue and any set-up fees already paid by the Requesting Party shall be considered under this Agreement. The guarantees shall be revised as per this new Agreement and any additional amount shall be paid as per this Agreement.”</i></p> <p>The TRA directs Omantel to make the following further changes to its RAIO, to ensure that the migration is properly provided for, namely:</p> <ol style="list-style-type: none"> 1. Services already provided shall continue to be provided in accordance with the provisions of the new Agreement, which must be concluded within 2 months of the approval of this RAIO as per Article 41 of the A&I Regulation. 2. Existing orders for RAIO services shall be migrated and shall be treated as received under the new Agreement, subject to any changes to terms and conditions that follow from the approved RAIO. The Requesting Party shall be entitled to cancel such orders – without any penalty – if the new terms and conditions are substantially different from those at the time the order was placed. 3. The prices set out in the approved RAIO shall apply from the date that the new agreement is entered into.

Explanation:

The relevant clause in Omantel’s First Draft RAIO made no provisions for pre-existing agreements. However, a provision should be made concerning the rollover of any existing set-up fees already paid, guarantees already provided, services provided or orders already issued etc. to allow for the smooth transfer from the previous agreements to agreements based on the (to be) approved RAIO. Renna and Friendi

also made similar observations for other parts of the First Draft RAIO (such as Clause 7.2 of the Main Agreement and Clause 30.1 of Annex M).

In response to the above, Omantel provided a modified Clause 1.3 in its Second Draft RAIO.

The TRA has considered the responses and comments of the parties on this matter and is satisfied that in principle, the text in Omantel's Second Draft RAIO is acceptable. However, the TRA directs Omantel to make the above further changes to its RAIO, to ensure that the migration is properly provided for.

2	2.1	<i>“The Requesting Party is in possession of a Class [XX] license to install and operate [XX] services system pursuant to the provisions of the [TYPE]. [(XX/20XX)]”</i>	Omantel shall clarify in the Final Draft RAIO, by way of a footnote for example, that the Requesting Party shall provide its licence details to Omantel.
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Explanation:

Omantel was asked to clarify the reference to “...[TYPE] and [(XX/20XX)]” in Clause 2.1. Omantel responded that these details will depend on the Requesting Party and the license granted by the authorities.

The TRA accepts Omantel's explanation. However, it requires Omantel to reflect this in the RAIO through clarifying, by way of a footnote for example, that the Requesting Party shall provide its licence details to Omantel.

3	2.4	<i>“In the event of a conflict between the text of the RAIO and the Telecommunications Law or any other Decision, Regulation, Guideline, Directive issued by the Authority, the latter shall prevail.”</i>	The TRA requires that the text to be amended as follows: <i>“In the event of a conflict between the text of the RAIO and the Act or any other Decision, Regulation, Guideline, Directive issued by the Authority, the latter shall prevail.”</i>
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Explanation:

Omantel was asked by the TRA to add a clause which states that in the event of a conflict between the text of the RAIO and the Telecommunications Law or any other Decision/ Regulation/ Guideline/ Directive, etc. issued by the Authority, the latter shall prevail.

In its Second Draft RAIO, Omantel added Clause 2.4. However, some minor concerns remain due to the language used. In particular, Omantel should refer to the Act instead of the Telecommunications Law (in line with Clause 2.3). Thus, the TRA requires the amendments as set out above.

4	2.5	<p><i>“Pursuant to the Regulations as public telecommunication system licence holders, the Parties are entitled to certain Services in accordance to the provisions of the RAIO.”</i></p>	<p>The text shall be amended as follows: <i>“Pursuant to the Regulations, the Parties are entitled to certain Services in accordance to the provisions of the RAIO. ...”</i></p>
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Explanation:

The TRA, having considered the proposed text in the 2nd Draft RAIO, requires that the text is amended as the text currently states “...as public telecommunication system licence holders...”. However, there are Parties, such as telecommunications services resellers, who are entitled to certain Services in accordance to the provisions of the RAIO, but do not hold a telecommunications system licence.

5	4.1	<p><i>“The Agreement once signed between the parties shall be notified to the Authority by Omantel for its approval in accordance with Articles 33-35 of the A&I Regulation. The Authority will review the A&I agreement within forty five (45) days of its receipt, and it shall only come into force from the day following the approval date.”</i></p>	<p>Omantel shall add the following text as a separate sub clause 4.2: <i>“This Agreement shall continue in form and effect for an indefinite period of time unless terminated as per its terms and conditions and in compliance with the Regulations”.</i></p>
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Explanation:

Omantel was asked to amend this clause so that enforceability of the agreement should be from the date following the approval date. Omantel amended this clause, however in doing so the text related to duration was deleted. The TRA decides that Omantel shall add the above text, which would cover the duration in line with the text that it had in the First Draft RAIO.

6	5.5	<p><i>“Reciprocity in the provision and prices of the Services shall be applicable between the Parties in case both parties offers the same</i></p>	<p>Omantel shall amend the text to the following: <i>“Reciprocity in the provision of the services shall be applicable between the Parties, if such reciprocity request is consistent with the Regulations and is necessary for the provision of the service. For the avoidance of doubt, such reciprocity in terms of services</i></p>
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services, and if such reciprocity request is consistent with the Regulations” to be provided does not also mean reciprocity of terms and prices. Where necessary, prices and terms and conditions for the provision of the service by the Requesting Party shall be agreed between the Parties in writing.”

Explanation:

Omantel’s Second Draft RAIO includes a provision for reciprocal service provision. When queried by the TRA, Omantel has stated that reciprocity is necessary in services such as but not limited to call termination services in which the Requesting Party shall charge the same rates as charged by the Providing Party.

The TRA, having considered Omantel’s reply, recognises that reciprocity may, in certain circumstances, be necessary but only in such cases where it is consistent with the A&I Regulation. However, there is no legal basis upon which Omantel can require reciprocal price terms. As such, clause 5.5 shall be amended as set out above.

7	6.1	<i>“The Parties shall pay to each other the charges for the applicable Services specified in and pursuant to Annex B and Annex M hereof.”</i>	<p>Omantel shall amend the text to the following:</p> <p><i>“The Requesting Party shall pay to the other Party the charges for the applicable Services specified in and pursuant to Annex B and Annex M hereof”</i></p>
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Explanation:

The TRA notes that the text of the Second Draft RAIO is not correct as the charges referred to should only be those that Omantel can charge. This in no way sets the prices or terms and conditions on which the other party can sell its services to Omantel.

8	6.2	<i>“No charges shall be payable under this Agreement unless such charges are referred to herein and are compliant with the relevant regulations. In the event of any changes in such charges, these changes shall only apply if they are made in accordance with this Agreement and the relevant laws and further they shall not apply retrospectively. However, the Prices can be charged retrospectively in some cases where there is a change in the</i>	<p>Omantel shall amend the text to the following:</p> <p><i>“No charges shall be payable under this Agreement unless such charges are referred to herein and are compliant with the relevant regulations. In the event of any changes in such charges, these changes shall only apply if they are made in accordance with this Agreement and the relevant laws and further they shall not apply retrospectively. However, the Prices can be charged retrospectively in some cases where:</i></p> <p><i>(i) Omantel is passing on directly to the Requesting Party a charge levied by a third party, such as any governmental tax levies or fees, provided that these are directly related and applicable to the service provided to the Requesting Party. Any such</i></p>
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utility company charges and any governmental tax levies fee provided always that the Parties shall abide by mandatory directives of the TRA as provided for by applicable Omani law and furthermore shall abide by any judgment delivered by a court of competent jurisdiction.”

changes shall also be made within a maximum of 60 days from the date at which the change in the third party charge came into effect, and or.

(ii) The Parties shall abide by mandatory directives of the TRA as provided for by applicable Omani law and furthermore shall abide by any judgment delivered by a court of competent jurisdiction.”

Explanation:

In reviewing the First Draft RAI0, the TRA asked Omantel to make a provision that should allow for retrospectivity in cases where this was made mandatory as a result of a regulatory or court decision. The TRA considers that the changes Omantel made to the text in the Second Draft RAI0 are, in part, acceptable. The TRA is satisfied that the proposed text is acceptable where particular charges are passed directly onto Requesting Parties (such as taxes for example). However, where utility charges form one part of Omantel’s cost base (e.g., for conveyance services) then any amendment to charges will not be automatic and must be approved by the TRA as amendments to those charges in line with Part 3 of Chapter 3 of the A&I Regulation. Omantel shall therefore amend the clause to reflect this change and also ensure that where charges are passed directly onto Requesting Parties, any such retrospective change in charges shall be implemented as soon as is practicable, and within a maximum of 60 days. This should be more than adequate to reflect such changes and not to surprise the other party.

Furthermore, the provisions concerning the parties abiding by TRA and court judgements shall be separated so they do not read as if part of the utility pricing issue etc. That is to say, a separate sub clause shall be added to state that retrospective pricing shall also apply where this is as a result of a decision by the TRA, or court or other such mandatory decision in accordance with Omani Law.

9 7.1

“It is a condition precedent to the executing of this Agreement or providing any service under this agreement that the Requesting Party shall provide to Omantel such financial security acceptable in the Sultanate for commercial transactions (whether by way of deposit or, Irrevocable bank guarantee or otherwise) as in the opinion of Omantel is appropriate against the Requesting Party Operator’s non-compliance with or non-

The text shall be amended as below:

“It is a condition precedent to providing any service under this Agreement that the Requesting Party shall provide to Omantel such financial security in the form of a bank or other guarantee acceptable in the Sultanate for commercial transactions as against the Requesting Party’s failure to pay the invoices, unless otherwise agreed by Omantel in writing. Omantel may, at any time during the term of this Agreement, require the Requesting Party to provide further security in accordance with Annex N.”

observance of any of the provisions hereof (including without limitation the failure to pay the invoices before the due date or for any damages charges), unless otherwise agreed by Omantel in writing. Omantel may, at any time during the term of this Agreement, require the Requesting Party to provide further security in the form of a bank or other guarantees (or to provide some other form of financial security, for example a deposit), which in the opinion of Omantel is/are appropriate in accordance with Annex N.”

Explanation:

The TRA had several comments on the original wording of this clause in Omantel’s First Draft RAIO. In particular, in TRA’s view, the clause needed to refer to the financial security as a condition precedent to the execution of the agreement and not the signing of the agreement. There was further a need to reflect the A&I Regulation in the clause in terms of the reference to financial securities and when and on what basis this further security shall be required.

Omantel modified this clause as part of its Second Draft RAIO.

The TRA has considered the replies and changes made by Omantel to its original drafting. However, it requires Omantel to make further changes to the text of the RAIO, as the wording Omantel has proposed is not appropriate. This is because Omantel’s proposal does not meet the concerns expressed by the TRA and is also not in compliance with the A&I Regulation.

The TRA has also considered whether the bank guarantee should cover just damages arising from non-payment of invoices or any other type of damage. The current draft as supplied by Omantel, although it calculates the amount of the guarantee based on invoices to be issued, also covers general damages. The TRA, having considered the situation, is satisfied that this is not appropriate and that bank guarantees shall only cover billing issues/unpaid invoices etc. (i.e. it shall not cover damages).

10	7.2	<i>“In accordance with Clause 7.1 above, the Requesting Party shall provide a bank guarantee</i>	The TRA requires that Omantel shall amend the text as below: <i>“In accordance with Clause 7.1 above, the Requesting Party shall provide a bank guarantee for each Service as per Annex N (Credit Assessment). However, the</i>
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for each Service as per Annex N (Credit Assessment).” Requesting Party may, if it so wishes, offer a single bank guarantee for all the services being provided to it.”

Explanation:

TeO commented that it should not be necessary to provide a bank guarantee per service. Rather, a bank guarantee should be able to cover several services.

Omantel responded that the bank guarantee shall be for each service. It states that this is in line with the TRA directions that the whole agreement shall not be impacted in case the bank guarantee did not pay for a particular service.

The TRA is satisfied that TeO’s proposal should be an option available to a Requesting Party. However, the TRA recognises that this would mean that if there is an issue with the guarantee (for example, it not having been renewed, updated etc), this may have implications across all services provided by Omantel.

11 7.4	<p><i>“Requesting Party’s refusal to provide such security, if applicable, or failure to provide such security if applicable within thirty (30) days (or such longer period as Omantel may reasonably allow) from the date of Omantel’s request for this Agreement or for the Agreement becoming effective and in accordance with the provisions of Article (84) of the Regulation;</i></p> <ol style="list-style-type: none"> <i>1. Omantel -in case of new service- will not provide the requested service to the requesting party.</i> <i>2. Omantel -in case of the existing services- shall deem the Requesting party breaching the existing agreement and Omantel shall have the right to suspend the Service in accordance with Annex 17 of the Main Agreement.”</i> 	<p>The TRA requires Omantel to amend the text in its RAIO as set out below:</p> <p><i>“Requesting Party’s refusal to provide such security, if applicable, or failure to provide such security if applicable within thirty (30) days (or such longer period as Omantel may reasonably allow) from the date of Omantel’s request shall result:</i></p> <ol style="list-style-type: none"> <i>1. Omantel -in case of new service- will not provide the requested service to the Requesting Party.</i> <i>2. Omantel -in case of the existing services- shall deem the Requesting Party to be in breach of the existing Agreement and Omantel shall have the right to suspend the Service in accordance with Clause Annex 17 of the Main Agreement.</i> <p><i>For the avoidance of doubt, where more than one security is provided or the security in question relates to a specific service or order, the failure or refusal to provide the security or updated security shall only affect that service or order that is affected by the breach to supply the specific Security.”</i></p>
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Explanation:

The TRA had several comments on the original wording of this clause in Omantel's First Draft RAIO. In particular, in TRA's view, there was a need to clarify that: (i) if the security is related to the provision of new services, then those services will not be provided to the Requesting Party if it fails to supply the Security; and (ii) where the services have been supplied already, that failure to supply the Security may be a breach of the Agreement. Omantel was further asked to clarify in the text that where more than one Security is provided or the Security in question relates to a specific service or order, that it is only that service or order that is affected by the breach to supply the specific Security.

Omantel modified this clause as part of its Second Draft RAIO.

The TRA has considered Omantel's replies and the changes it has made between the First Draft RAIO and Second Draft RAIO. However, it requires Omantel to make further changes to the text of the RAIO. This is because the wording Omantel proposed in the Second Draft RAIO is not appropriate as it does not fully meet the concerns expressed by the TRA.

12 9.1	<i>“Each Party shall issue invoices and pay in accordance with the procedures outlined in Annex B. The amounts of all such invoices shall be calculated in accordance with Annex B and Annex M.”</i>	Omantel is required to add the below text at the end of first sentence: <i>“unless the other party specifies otherwise concerning issuing its invoices and payments procedures”.</i> Omantel, on filing its Final RAIO with the TRA, is also required to supply a written confirmation to the TRA that it has removed from its RAIO reciprocity requirements on other parties, as this is not in line with the A&I Regulation.
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Explanation:

Omantel was asked to review this clause to ensure there is no reciprocity imposed on the Requesting Party (as the RAIO should focus on Omantel's obligations rather the Requesting Party). For example, the RAIO should not prescribe how Omantel should settle invoices issued by the Requesting Party. In general, Omantel needed to review all draft RAIO documents and remove any reciprocity requirements on the other party as this is not in line with the A&I Regulation.

Omantel responded that this clause should remain unchanged as this agreement might also contain services offered by other operators to Omantel. For example, as of today, there is only one interconnection agreement signed between Omantel and Ooredoo that covers services

provided by both parties to the other instead of having two different agreements. However, it removed the text starting from “No charges...” as this is covered in Clause 9.4.

The TRA has considered the replies and changes made. The TRA accepts Omantel’s proposal to delete the text starting from “No Charges”. However, other operators may have their own procedures and Omantel cannot impose theirs, hence the TRA requires that Omantel make further changes to the text of the RAIO as set out above. This would mean that Omantel’s procedures would be used where the other party agrees.

13	9.5	<p><i>“Invoices are due and payable in Omani Rial. Invoices are payable within 30 Calendar days from the date of issue of the invoice unless other provisions are agreed as specifically set out in Annexes or Sub Annexes to this Agreement.”</i></p>	<p>The TRA requires Omantel to add the following text by way of a new sub clause:</p> <p><i>“For the avoidance of doubt, no material deviations from the approved RAIO template shall be permitted, unless Omantel or the Requesting Party has made a justified request to the TRA, and the TRA considers that such deviation is objectively justified under the circumstances and does not constitute an unfair preference or undue discrimination.”</i></p>
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Explanation:

The TRA notes that Article 43 of the A&I Regulation provides that *“No material deviations from the approved RAIO template shall be permitted, unless, in the Authority’s view, based on a justified request by the Dominant Operator or the other party that such deviation is objectively justified under the circumstances and does not constitute an unfair preference or undue discrimination. If the proposed deviation is potentially relevant to other Eligible Parties, the Authority may, upon giving prior notification to the negotiating parties, engage in a wider consultation on the proposed deviation.”*

The TRA is satisfied that a change in payment terms for an individual operator compared to those in the published RAIO could be a material deviation and as such is subject to Article 43.

14	9.7	<p><i>“Any Dispute between the Parties concerning billing matters shall be referred to Annex B.”</i></p>	<p>The text shall be amended as below:</p> <p><i>“Any Dispute between the Parties concerning billing matters shall be dealt with in accordance to Annex B.”</i></p>
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Explanation:

The TRA is satisfied that billing disputes shall be dealt with in accordance with Annex B. However, it considers that the drafting of the Second Draft RAIO is not clear in this regard and hence requires, for the sake of clarity, the changes set out above.

15 12.3	<p><i>“The Parties shall endeavour to minimise the number changes in each other’s respective Network by minimising the level of digit analysis carried out in their respective Networks to that required to ensure efficient call routing and provide agreed Billing Information in order to comply with the related authority requirements within the Sultanate.”</i></p>	<p>The text shall be amended as below:</p> <p><i>“The Parties shall endeavour to minimise the number changes in each other’s respective Network by minimising the level of digit analysis carried out in their respective Networks to that required to ensure efficient call routing and provide agreed CLI Information in order to comply with the related authority requirements within the Sultanate such as for national security, emergency services and for dealing with malicious calls. CLI shall also be provided to meet, where appropriate, customer requests to be provided with CLI related services”</i></p>
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Explanation:

The TRA requires that the clause should refer to (i) the need to meet security requirements (e.g. national security and emergency services) and dealing with malicious calls and (ii) that one reason for the provision of the CLI information is for the customer to be provided with CLI services, where available.

16 13.2	<p><i>“Each Party shall provide to the other Party the same level of quality of service provided to its own customers in its own Network and shall further comply with any directions given by the TRA.”</i></p>	<p>Omantel needs to amend the text to allow for higher QoS levels, if agreed by both parties.</p>
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Explanation:

Omantel was asked to allow for higher Quality of Service (QoS) levels, if agreed by both parties to which Omantel responded that these can be mutually agreed upon. However, as a general rule of thumb, the QoS levels should not be lower.

The TRA has considered Omantel’s reply on this matter and considers it is acceptable. However, this has not been reflected in the Second Draft RAIO and the TRA therefore now requires that this is reflected therein by expressly providing that the Parties to the A&I agreement can agree higher QoS levels.

17 13.3	<p><i>“If the quality of service provided by one of the Parties fails to meet the Quality of Service Standards, the other Party may request in writing that action is taken to restore the</i></p>	<p>Omantel shall amend the text to reduce the relevant period to five (5) Working Days unless objective reasons exist, for which the other party will have to be notified of.</p>
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service quality. If after (2) two weeks or any reasonable period of time agreed by the Parties, no improvement has been made, the other Party may register a dispute according to the procedures in Article 16.”

Explanation:

The TRA requires Omantel to make changes to the text of the Second Draft RAIO as the two (2) weeks stipulated therein is not reasonable. As such, this shall be reduced to a maximum period of five working days.

18	16.1	<i>“In the event of any Dispute arising between the Parties, each Party undertakes to avail of the Level 1 and Level 2 procedures set out in this Clause 16, prior to referring the dispute to the TRA.”</i>	The TRA requires that Omantel shall amend the clause by adding to this clause the text below: <i>“...unless exceptional circumstances exist”.</i>
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Explanation:

The TRA is satisfied that there may very well be cases where the issue under dispute is urgent; that is, where the failure to provide the services has a major impact on the ability of the other operator to supply services to its end customers. For example, if a service provider has no access to international facilities it will be prevented from making international calls. In such cases, the party adversely affected should not be required to follow the procedures in Clause 16, but can seek the urgent intervention of the TRA.

19	16.8.1	<i>“Seeking (including obtaining or implementing) interlocutory or other immediate or equivalent relief;”</i>	<p>The TRA requires Omantel to amend the text of the Second Draft RAIO to insert provisions that also include exclusions to the right of a Party to:</p> <ol style="list-style-type: none"> 1. Refer the matter to TRA at any time and in spite of failure to avail of the Level 1 and Level 2 procedures, where special circumstances exist. Namely, Omantel shall insert the following text as an additional sub-clause to Clause 16.8 <i>“Escalating the matter to the TRA outside the Level 1 and or Level 2 procedures where special circumstances exist that objectively justify the referring the matter to the TRA as a matter of urgency, subject to serving notice to the other Party stating the reasons for such escalation.”</i>
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2. Reduce the time limits and escalation process, again in special cases. This may be done here whilst at the same time revising Clause 16.6 to reflect this change. This shall be done by inserting the following text as an additional sub-clause to Clause 16.8
“Seeking to shorten the timescales where special circumstances exist that objectively justify the timescales specified to be shortened subject to serving notice to the other Party stating the reasons why the timescales must be shortened. The Party seeking to shorten the timescales shall also suggest what the next steps should be and the proposed timelines for them. In the event that the other Party does not agree to the variation of the timescales the matter shall be treated as a dispute between the Parties.”

Explanation:

Omantel was initially asked to consider inserting provisions that also include exclusions to the right of a Party to:

- a) refer the matter to TRA at any time and in spite of failure to avail of the Level 1 and Level 2 procedures, where special circumstances exist;
- b) reduce the time limits and escalation process, again in special cases. This may be done here whilst at the same time revising Clause 16.6 to reflect this change.

Omantel responded that the Level 1 process is set to enhance the collaboration between both parties rather than involve the TRA from the first stage. In case the parties are not able to resolve a dispute, then the parties move to Level 2.

Having considered the replies provided by Omantel, the TRA requires Omantel to make changes to the text of the Second Draft RAIO as per TRA’s initial comments. Whilst the TRA accepts that the parties should try and resolve issues, there may be cases where matters need to be escalated earlier than envisaged in Omantel’s Second Draft RAIO.

20	17.1	<i>“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. The termination of this Agreement is subject to the prior approval of the TRA. “</i>	<p>The text shall be amended as below:</p> <i>“Notwithstanding anything to the contrary, suspension of any service under this agreement shall be subject to the Suspending Party informing the TRA prior to suspension of the service and obtaining its prior approval. The termination of this Agreement is subject to the prior approval of the TRA.”</i>
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Explanation:

The TRA has noted that Omantel amended its RAIO between the first and second drafts, by adding the underlined text.

However, pursuant to Art 14(ii) of the A&I Regulation, “*The RAIO shall also require that the termination of both the A&I Agreement and the provision of a Regulated A&I Service must be subject to the prior approval of the Authority.*”

The TRA, having considered the text of the Second Draft RAIO and the above mentioned provision of the Regulation, is satisfied that Omantel shall amend the text of the RAIO as the proposed wording is not in compliance with A&I Regulation.

21 17.2.1	<p><i>“If one Party's (the “First Party”) Network, its operation, the carrying out of any Access or 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, or have committed a n act are subject to breach which has not been remedied and which has caused, or is liable to cause, harm or damage to the other Party's business in the form of monetary damage or damage to the brand and reputation of the Other Party including those matters as set out under Clause 17.4.1 below, 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 suspend, to the extent necessary, such of its obligations hereunder, and for such period as it may consider reasonable to ensure the normal operation of its Network or to reduce</i></p>	<p>Omantel shall amend the text in the Second Draft RAIO to add at the end of the clause that: <i>“At the time of suspending such service, notice shall be served immediately and the reasons given to the other party and a copy of the same shall be sent to the TRA.”</i></p>
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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 16 herein.”

Explanation:

The TRA requires Omantel to make further changes to the text of the Second Draft RAIO. In particular, in line with Omantel’s obligation it shall not terminate a regulated A&I Service without prior TRA approval (Annex 1 (14) of the A&I Regulation). However, given the urgent nature of the events which could lead to suspension of the service, giving prior notification to TRA may not be possible in such cases. Rather, the TRA shall be notified immediately about the suspension and the reasons for this. This will allow the TRA to assess whether the immediate suspension was justified and if not to require its reinstatement. Given this, Omantel shall amend the text as set out above.

22 17.2.2.4	<p><i>“Suspending Party suspends access to Suspending Party Network for other Party Customers to the extent it suspends access to Suspending Party Network for its own customers.”</i></p>	<p>Omantel shall amend the wording of the clause to the following:</p> <p><i>“Suspending Party has the right to suspend access to Suspending Party’s Network for other Party’s Customers to the extent it suspends access to Suspending Party’s Network for its own customers, if not suspending access will cause more damage to the network as a whole.”</i></p>
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Explanation:

Omantel was asked to clarify why a Suspending Party would suspend access to its own network for its own customers to which Omantel replied that this could be in case of not suspending access causing more damage to the network as a whole.

The TRA considers the reply provided by Omantel to its clarification question is reasonable. However, the TRA requires that the reply shall be incorporated in the text of the Second Draft RAIO so that all interested parties are aware of it. Therefore, the TRA requires that Omantel shall amend the text of the Second Draft RAIO so as to reflect in the text its reply to the TRA’s concern.

23	17.3.2	<p><i>“Except for the instances as set out in Clause 17.3.5 or any Liquidated Damages as defined below, the Party not in breach may, until such breach is remedied in accordance with the Breach Notice, calculate a remedy for such breach of which the Party receiving the Breach Notice shall bear to pay per day an amount of 1/30th of the total monthly invoice issued a month earlier for services covered under this Agreement.”</i></p>	<p>Clause 17.3.2. shall be amended as follows:</p> <p><i>“Except for the instances as set out in Clause 17.3.5 or any Liquidated Damages as defined below, the Party not in breach may, until such breach is remedied in accordance with the Breach Notice, calculate a remedy for such breach of which the Party receiving the Breach Notice shall bear to pay an amount of 1/30th of the total monthly invoice issued a month earlier for services covered under this Agreement.”</i></p>
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Explanation:

The TRA notes that Omantel changed clause 17.3.2 from the First Draft RAIO to the Second Draft RAIO to state to “*bear to pay per day an amount of 1/30th*”. Omantel did not provide any reasons for this amendment and also did not bring this change to the TRA’s attention, even though it has the effect of increasing the penalty payable by a Requesting Party from the level set out in the First Draft RAIO. As such, Omantel has denied other parties the opportunity to comment on this amendment. The TRA does not consider this is acceptable. As such, Omantel is required to amend the text of the Second Draft RAIO and remove the change inserted. That is, it shall remove the inclusion of the word “*per day*” from Clause 17.3.2.

24	17.3.5	<p><i>“If the Party is in breach of any terms of this Agreement such as breaches relating to the submission of guarantee, bonds or their renewal, insurance policies or delaying any renewals, or late payment of undisputed amounts thereof and fails to rectify such breach within thirty (30) calendar days following from the date of receipt of a Breach notice from the other Party, then the Party in breach shall be liable to pay per day liquidated damages to the Party at the rate of 1/360 of the annual contract value.”</i></p>	<p>Omantel shall amend the clause as follows:</p> <p><i>“If the Party is in breach of any terms of this Agreement such as late payment of undisputed amounts thereof and fails to rectify such breach within thirty (30) calendar days following from the date of receipt of a Breach Notice from the other Party, then the Party in breach shall be liable to pay liquidated damages to the Party at the rate of 1/360 of the value that the Breach Notice relates to. Where the breach relates to the submission of a guarantee, bonds or their renewal, insurance policies or delaying any renewals and the Party in breach fails to rectify such a breach within thirty (30) calendar days following from the date of receipt of a Breach Notice, then the other Party, subject to obtaining the necessary TRA approvals where necessary, may suspend the services to which they relate or withhold the supply of services where these relate to new or amended orders.”</i></p>
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Explanation:

The TRA is not satisfied that there should be a penalty in such cases (renewals of bonds, bank guarantee). Any penalty must relate to a loss incurred i.e. in relation to the non-payment. Omantel has other options as to how to deal with those cases, such as suspending the service in due time. Also, the penalty following the Breach Notice (i.e., 1/360 of the value of the contract) is excessive, given that the notice may only relate to a single invoice or a small amount. As such, this shall also be amended to a penalty of 1/360 of the amount that the Breach Notice relates to. The TRA therefore requires that the clause is amended as set out above.

25	17.4.1	<i>“This Agreement may be terminated by either Party by written notice forthwith (or on the expiry of such other period as such notice may specify) if the other Party:”</i>	<p>Omantel shall amend the clause to state: <i>“This Agreement may be terminated, subject to the prior approval of the TRA, by either Party by written notice forthwith (or on the expiry of such other period as such notice may specify) if the other Party:”</i></p> <p>Further, a new clause 17.4.7 shall be added: <i>“For the avoidance of doubt and unless otherwise expressly provided to the contrary, the Requesting Party may at any time and for any reason terminate this Agreement by giving three (3) months written notice to the Providing Party.”</i></p>
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Explanation:

The TRA notes that Omantel made changes from the First Draft RAIO to the Second Draft RAIO. Notably, Omantel did not provide any justification for deleting the text *“subject to TRA approval”*. Given this deletion, the text of the Second Draft RAIO is now contrary to Article 12 of the A&I Regulation which states that: *“An A&I Agreement approved by the Authority shall not be terminated or amended without the prior approval of the Authority pursuant to this Regulation.”* And Annex 1 Art 14(ii) of the A&I Regulation which states that *“The RAIO shall also require that the termination of both the A&I Agreement and the provision of a Regulated A&I Service must be subject to the prior approval of the Authority.”* As such, Omantel shall make the amendments set out above.

In addition, Friendi Mobile made the following statements on clause 15 of Sub Annex Mobile Access Service:

- The combined effect of the provisions in clauses 4 and 20 of the Main Agreement and clause 15 of the Mobile Access Service Annex is to create an indefinite contract term with no right for the Requesting Party to terminate on convenience and migrate to another Providing Party except, broadly, where the Providing Party has breached the agreement. It believes that this is a fundamental structural flaw of the RAIO and needs to be addressed by the industry to ensure that Requesting Parties have reasonable rights to exit current arrangements. For example, consideration can be given to fixed one-year terms, or convenience termination rights for a Requesting Party on defined notice periods.

The TRA notes that the A&I Agreement, like any other Agreement, can be terminated by either party save that in the case of the dominant operator, whereby such termination is subject to additional restrictions as stipulated in the A&I Regulation (e.g. obtaining prior TRA approval). These restrictions do not apply to the Requesting Party. Thus, the Requesting Party may terminate the agreement at any time subject to any agreed stipulations in the Agreement.

The Annex, however, does not stipulate a minimum contract period and Clause 17.2 of the Main Agreement would not cover the situation where the Requesting Party simply wants to terminate the agreement.

As such, Omantel is required to add a new clause 17.4.7 as set out above.

26	18	<i>“Without prejudice to the provisions set out in the Act, License conditions and the relevant decisions, or relevant Authorities arrangement(s);”</i>	The TRA requires Omantel to amend the text of the clause by changing the word “arrangements” to “requirements”.
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Explanation:

Omantel has clarified that “*relevant Authorities arrangement(s)*” means if a government authority asks Omantel to provide information that would be confidential under the RAIO. Omantel offered to modify the word “arrangements” to “requirements” if requested by the TRA.

27	20.1.6	<i>“there is a general review pursuant to Clause 20.2 hereof.”</i>	Omantel to add a clause that states that: <i>“Either Party to the Agreement may require a review of the Agreement at any time where there are good reasons to do so such as where there are substantive market changes or services are required by the Requesting Party which are not provided for in the RAIO or relate to new technologies that are or have been rolled out.”</i>
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Explanation:

Concerning Clause 20.1.6, the TRA requires Omantel to add additional clause specified above. This is because, as drafted, the clause does not deal with the TRA’s concern that there should be a provision for a review of the Agreement in cases other than those set out.

28	20.2	<i>“In addition to the circumstances giving rise to a right of a Party to seek to amend this</i>	The text shall be amended as follows:
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Agreement detailed in Clause 20.1 hereof, either party can serve a notice with justification as to what and why it should be reviewed in a specific time of any calendar year. Once reviewed, the Requesting Party cannot request a review for the next three (3) years."

"In addition to the circumstances giving rise to a right of a Party to seek to amend this Agreement as detailed in Clause 20.1 hereof, either Party can serve a notice with justification as to what and why it should be reviewed in a specific time of any calendar year."

Explanation:

The TRA requires Omantel to make further changes to the clause as set out above. This is because the provision that the Requesting Party cannot request a review for the next three (3) years is unreasonable and so should be removed. The current provision is inflexible and does not allow the Agreement to be varied to take into account changes to the market, technology etc.

In the event that Omantel is concerned about unnecessary reviews etc, it can also stipulate that any Party can only seek a review of the Agreement outside the scope of Clause 20.1 (i.e. with good reasons) once every 12 months from the date of the previous review.

29 20.7 *"The Parties shall modify this Agreement in accordance with the TRA's Determination following the execution of Clause 20.6.20.6."*

The wording shall be amended to state:
"The Parties shall modify this Agreement in accordance with the TRA's Determination pursuant to Clause 20.6."

Explanation:

The TRA requires Omantel to make minor amendments to the text of this clause so that the language is accurate (i.e., because there is no "execution of Clause 20.6").

30 20.9 *"The Parties may, at any time, mutually agree in writing to change rates for Services within the Agreement and inform the TRA accordingly"*

Omantel shall amend the wording of the clause as follows:
"The Parties may, at any time, mutually agree in writing to change rates for Services within the Agreement. These shall become effective only following TRA written approval and publication as applicable."

Explanation:

By virtue of the A&I Regulation, all prices / price changes for Services within the Agreement require the TRA's approval. As such, this clause must be amended as set out above.

- 31 20.11 *“The Parties might agree from time to time add additional services under this Access and Interconnection Agreement and inform the TRA accordingly. Adding services are not considered as Amendment to the Agreement.”* Omantel shall amend the text as follows:
“The Parties might agree from time to time to add additional services under this Access and Interconnection Agreement. In such cases, Omantel shall notify the TRA accordingly and shall obtain all necessary approvals from it. These services shall be launched only following TRA written approval.”

Explanation:

The TRA notes that Omantel made changes from the First Draft RAIO to the Second Draft RAIO by inserting the proposed Clause 20.11. However, the TRA requires Omantel to amend this clause. This is because any such additional services need TRA approval and publication as appropriate in line with the A&I Regulation. Omantel shall therefore amend the clause as shown above to expressly stipulate that in such cases the additional services shall be notified to the TRA for its approval.

- 32 21.2 *“If such amendment is due to decisions or determinations of TRA or any other legal body of competent jurisdiction, the amendment will be made according to that decision or determination and be applicable as per the date of such ruling or such other date that might be specified by the TRA.”* The text shall be amended as follows:
“If such amendment is due to decisions or determinations of TRA or any other legal body of competent jurisdiction, the amendment will be made according to that decision or determination and be applicable as per the date of such ruling or such other date that might be specified therein.”

Explanation:

To ensure clarity, Omantel is required to make a minor textual amendment to clause 21.2. This is because the text refers to “*or other legal body of competent jurisdiction*” and as such the reference to the TRA at the end of the clause shall be removed.

- 33 22.4 *“If as a result of a force majeure, the performance by the Party, initially affected, of its obligations under this Agreement is affected, such Party shall, subject to the provisions of Clause 22.6, perform its obligations that are not affected by force majeure. The Party while performing those of its obligations that are not affected by force majeure.”* The text of the clause shall be amended as follows:
“If as a result of a force majeure, the performance by the Party, initially affected, of its obligations under this Agreement is affected, such Party shall, subject to the provisions of Clause 22.6, perform its obligations that are not affected by force majeure. The Party while performing those of its obligations that are not affected by force majeure, shall deploy its resources such that (when taken together with other obligations to its customers and Third Parties) there is no undue discrimination against the other Party.”

majeure, the Party shall deploy its resources such that (when taken together with other obligations to its customers and Third Parties) there is no undue discrimination against the other Party.”

Explanation:

To ensure complete clarity, Omantel is required to make a minor textual amendment as set out above.

34	23.2	<p><i>“Subject to the remaining provisions of Clause 23.4, if a Party is in breach of any of its obligations to the other Party under this Agreement (including liability for negligence or breach of statutory duty) such Party's liability to the other shall be limited to five hundred thousand Omani Rial (OMR 500,000) for any one event or series of connected events and one million Omani Rial (OMR 1,000,000) for all events (connected or unconnected) in any period of 12 calendar months.”</i></p>	<p>The text of the clause 23.2 shall be amended as follows:</p> <p><i>“Subject to the remaining provisions of Clause 23.4, and to the extent permitted by law, if a Party is in breach of any of its obligations to the other Party under this Agreement (including liability for negligence or breach of statutory duty) such Party's liability to the other shall be limited to five hundred thousand Omani Rial (OMR 500,000) for any one event or series of connected events and one million Omani Rial (OMR 1,000,000) for all events (connected or unconnected) in any period of 12 calendar months.”</i></p> <p>Omantel shall also add the following by way of a new clause 23.3:</p> <p><i>“Clause 23.2 does not apply to any obligation arising under this Agreement to pay monies in the ordinary course of business, including without limitation, the charges and any other payments in respect of services provided.”</i></p>
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Explanation:

The TRA has considered the text of the clause and requires Omantel to now make changes to the text of the RAIO. This is because:

1. The limitation of liability cannot include any amounts for unpaid invoices for amounts due. This figure should only apply to damages for loss caused by the breach. For example, if a client owes Omantel 1,000,000 OMR, the limitation of liability would apply to interest and damages caused by that failure to pay. The 1,000,000 OMR is due in any event as an amount for services rendered and not as damages.
2. Omantel should also include in the proposed text ‘*and to the extent permitted by law*’. This will deal with any cases whereby Omani law does not permit the limitation of damages, such as in the case of death in other jurisdictions.

35	31.2	<i>“The Requesting Party shall pay Omantel the charges for such additional investment and any other associated reasonable cost such as, but not limited to, administrative cost incurred by Omantel to comply with National Security requirements resulting from Omantel offering any Service under this Agreement.”</i>	The clause shall be amended to state: <i>“The Requesting Party shall pay Omantel the charges for such additional investment and any other associated reasonable costs such as, but not limited to, administrative cost incurred by Omantel to comply with National Security requirements resulting from Omantel offering any Service under this Agreement. Any such charges shall be objectively justifiable and shall be subject to TRA approval.”</i>
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Explanation:

This change is required because any changes to charges require prior TRA approval and must be in compliance with the A&I Regulation, including any administrative costs.

Annex B – Billing and Payment

Sr. No.	Clause Reference in Second Draft RAIO	Reference text in Second Draft RAIO	Required Modifications
36	2.3	<i>“In the event of a Billing Dispute, the Billing Party shall provide to the Billed Party all appropriate and relevant CDR Data. The charges for providing SMS CDR will be OMR 1,000 per month, for Voice CDR will be OMR 1,400 per month and for each of the other Services the charge will be OMR 3,000 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>	Omantel shall amend clause 2.3 by substituting it with the following text: <i>“The Billing Party shall provide reasonable supporting information with the invoice to enable the non-billing Party to validate the invoice. The Parties acknowledge that a Party may, at any time, call for the delivery of CDR no later than twelve (12) months after the relevant services have been supplied and in respect of no more than three (3) months’ CDR. In the event that more than three months’ CDRs are required, the charges for providing SMS CDR will be 500 OMR per month, Voice CDR will be 700 OMR per month and for each other Service, the charge will be 1,000 OMR per month. In the event that the CDRs are requested and used with respect to a Billing Dispute, the Billing Party shall provide to the Billed Party all appropriate and relevant CDR Data, and in the event that any charges have been raised in relation to providing such CDR data, if it is found later that the Billing Dispute was raised correctly, then the charges relating to the provision of CDRs will be credited.”</i>

Explanation:

Omantel was initially asked to clarify what information is supplied with a bill. In particular, whether Omantel will provide a full CDR or only supporting information to enable the other party to validate the invoice. In case of the latter, Omantel was asked to explain why the CDRs should be subject to a charge if the other party requests them – within a reasonable period – so as to challenge the invoice received. Omantel responded that the details of the information in the invoice will vary from service to service. The CDRs are not provided on the invoice level since both parties have their own CDRs. The CDRs will be provided to the Requesting Party subject to charges. Charging for the CDRs is part of the existing agreements and the same is applicable in the market.

This matter also formed part of the industry meeting discussions and subsequent submissions.

Friendi stated that generally, this matter was of limited relevance to Friendi since only a few major billing discrepancies have occurred so far. However, given the currently low billing accuracy KPI in Omantel’s Draft RAIO of 90%, there could be an incentive for Omantel to

consistently overcharge up to that limit and still be compensated for any CDR costs in case of billing disputes. As such, Friendi proposed one of the following:

- A regulated, cost-based charge for CDRs, if Omantel accepts a higher billing accuracy KPI (e.g. 99%). This charge would then be refunded in those cases where the disputed bill was incorrect.
- “Winner pays all” billing dispute costs, if the current billing accuracy KPI remains.
- Need for a back-billing restriction, limiting the time period over which bills can be disputed.

TeO stated that summarised CDR information is typically sufficient to enable the non-billing party to validate the bills. In the case of billing disputes, additional details (including CDRs), should be exchanged free of charge. TeO disagreed with Omantel's argument in support of charging for CDRs since this does not take into account the time and effort invested by the non-billing party to reconcile the CDRs received from Omantel with its own CDR information (which is often more time consuming than the provisioning of CDRs itself).

Renna was of the view that for a genuine dispute, CDR exchange should be free of cost and CDR exchange should not become general practice. Omantel's proposal on tolerance of billing disputes was not acceptable as it is on the very high side. Renna instead suggested that a target of 1% or below for inaccurate billing should be adopted.

Omantel stated that its proposed charge aimed at helping amicable settlement of genuine billing disputes. It argued this is necessary to discourage incorrect and baseless billing disputes causing unnecessary delay in the payment cycle. The Draft RAIO mentions clearly that *“If it is found later that the Billing Dispute was raised correctly then the charges related to provide CDR’s will be credited.”* and this is in practice today. It further stated that this is particularly important as currently several Access Seekers do not pay bills on time and there are significant outstanding amounts remaining unpaid. It believed that this practice is likely to increase if CDRs were provided without charge.

The TRA has considered all comments received on this issue. However, it is not satisfied that Omantel has fully confirmed what CDR information will be supplied with each bill. The fact that currently the details of the information in the invoice varies from service to service is not an adequate reason to continue such an approach. However, the TRA will not prescribe at this stage the level of supporting information to be supplied for any bill (but may do so if complaints are received).

The TRA agrees in principle that Omantel can charge for CDRs (subject to unsuccessful claims on billing disputes by the Requesting Parties). However at the same time, the TRA notes that Omantel has not provided any supporting information for the proposed charges. Omantel will therefore use the TRA’s amended charges unless it provides duly justified charges to the TRA at later stage.

To ensure that the information to be provided is adequate and the charges are reasonable, Omantel shall amend clause 2.3 by substituting it with the text set out above.

37 2.5 *“The Charges set out in 2.3 are also applicable when the Requesting Party requests the CDRs or data related to specific Services even if there is no dispute.”* Omantel to delete clause 2.5.

Explanation:

Given the nature and reasons provided above, the TRA is satisfied that clause 2.5 shall be deleted as the revised clause 2.3 shall apply to all cases.

38 2.8 *“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 tariff applicable to the Tariff Time Period in which the Call commenced.”* On the basis of information provided by Omantel to the TRA, the TRA is satisfied that Omantel must ensure that it does not discriminate against resellers in terms of how calls extending over two time periods are invoiced. The TRA accepts clause 2.8 for the time being. However, 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.

Explanation:

During the industry meeting, Omantel was asked to set and explain its proposal with respect to the billing principle - i.e. why the calls are charged based on the starting time and not charged based on the two time periods applicable.

During the industry meeting and subsequent written submission, Omantel explained that its proposed approach was based on its current system configuration. However, this could be changed. The upgrade process is as below:

- The capability to switch between peak and off-peak should be added into the billing system. This feature will be considered as a change request by the vendor and will be quoted according to the efforts for developing, testing, and deploying the change.
- For the per second billing scenario, the system will check at each second increment if there is a change in rate and apply charges accordingly. This may impact the performance of the system as this check is done for each CDR every second.
- The billing scenario for pulses like 60/60, 60/30, 60/1, involving change of rates as per the call time, must be clearly defined by TRA and agreed by all parties.

- All of the above must be clearly shared with the billing system vendor and be delivered as defined.
- It must be noted that any changes in these definitions in the future would involve additional costs to implement.
- Charging for calls at the pulses mentioned above would impact the calculation of costs for the company as international interconnect is primarily charged at per second pulse.

According to Omantel, the estimated cost will be OMR 60,000 but the actual costs can only be made available after they are received from the vendors. Based on a discussion with its vendor this may require substantial work.

TeO stated that any call extending over two or more Tariff Time Periods should be split and charged according to the Tariff Time Periods under which it falls, and not charged as a single Call according to the Tariff Time Period when the Call started. 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 disagreed with Omantel's proposal as Omantel's own retail customers are not charged that way. Instead, Omantel should charge separately for these calls and on a per second basis.

Renna stated that due to Omantel's charging, Renna's charging system also follows this policy but, according to Renna, this is definitely not customer-friendly / customer-focused. The customer will always expect Peak / Off-Peak rates during the call irrespective of origination time of the call.

The TRA has considered the representations made during the industry meeting and also sought clarifications about the retail practices of Omantel.

1. Given the decision of the TRA in relation to interconnection prices relating to call origination and termination – 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 Omantel for clarifications about how it charges its retail customers. Given the reply received from Omantel, the TRA is satisfied that Omantel must ensure that it does not discriminate against resellers. The TRA accepts clause 2.8 for the time being. However, 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.

39 3.8	<p><i>“.....There shall be no legal liability on the Billing Party or the Billed Party for the preparation of an incorrect invoice resulting from inaccuracies in such Billing Information provided by the Billed Party to the Billing Party.....”</i></p>	<p>The text shall be amended as below: <i>“...There shall be no legal liability on the Billing Party or the Billed Party for the preparation of an incorrect invoice resulting from inaccuracies in such Billing Information provided by the Billed Party to the Billing Party except for gross negligence or instances of fraud by the Billed Party.....”</i></p>
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Explanation:

Omantel was asked to exclude cases of gross negligence or fraud from this clause and it agreed to do so.

40 4.5	<p><i>“For Services other than Call traffic, the Billing Party shall provide the invoice with supporting Billing Information to enable the Billed Party to verify the charges. These invoices will be sent in advance unless and otherwise stated in Annex M.”</i></p>	<p>The clause needs to be amended as follows: <i>“For Services other than Call traffic, the Billing Party shall provide the invoice with supporting Billing Information to enable the Billed Party to verify the charges. These invoices will be sent during the month in which the Providing Party enjoys the service. For the avoidance of doubt, only where it is expressly stated in the RAIO that the invoice shall be issued in advance of the provision of the service this shall apply or where such a provision is approved by the TRA for any future services.”</i></p>
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Explanation:

Omantel confirmed to the TRA that its initial drafting was incomplete and therefore modified to: *“For Services other than Call traffic, the Billing Party shall provide the invoice with supporting Billing Information to enable the Billed Party to verify the charges. These invoices will be sent during the month in which the Providing Party enjoys the service.”*

The TRA notes that there may be cases where services are billed in advance. However, such instances must be approved and set out in the RAIO. However, the TRA also notes that the text in the response to the TRA by Omantel and the actual Draft RAIO were not the same. Thus, given the express statement of Omantel that the statement was not complete, the TRA requires that the statement shall be added to the RAIO, and the clause shall be amended to ensure that the invoices in advance only apply to those services so approved in the relevant section.

41 4.6	<p><i>“Omantel shall endeavour to have the billing accuracy of 90% per Service averaged over a calendar year.”</i></p>	<p>The clause needs to be amended as follows: <i>“For newly launched services, Omantel’s billing accuracy shall be at least 90% per Service averaged over the two billing periods for the first two invoicing periods following</i></p>
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the launch of the new service. Thereafter, and for all already established services, the billing accuracy shall be no less than 99% per Service averaged over a calendar year.”

Explanation:

Accurate billing is vital if Requesting Parties are to have confidence in the interconnection regime. Whilst the TRA recognises that a 90% target has 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, Omantel 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%.

Omantel is also required to further modify the clause to give binding commitments, rather than “endeavours”.

42 5.1

“Subject to what is stated below, all charges detailed on invoices issued pursuant to this Agreement shall be payable by the Due Date. Invoices are due and payable in Omani Rials and shall be transferred to the bank account as directed by Omantel. Invoices are payable within 30 Calendar Days from the date of their issue (the “Due Date”) unless otherwise agreed in writing. In the event that an invoice is not paid by the Due Date (and subject to any agreement to the contrary, decision or award pursuant to the process for resolution of Billing Disputes set out in Annex B hereof) the Billed Party shall pay, in addition to the amount of the invoice, interest thereon at the rate of 0.045% per day from the Due Date until the date of payment in full of such invoice. For the avoidance of doubt, the

The clause needs to be amended as follows:

“Subject to what is stated below, all charges detailed on invoices issued pursuant to this Agreement shall be payable by the Due Date. Invoices are due and payable in Omani Rials and shall be transferred to the bank account as directed by Omantel. Invoices are payable within 30 Calendar Days from the date of their issue (the “Due Date”) unless otherwise agreed in writing. In the event that an invoice is not paid by the Due Date (and subject to any agreement to the contrary, decision or award pursuant to the process for resolution of Billing Disputes set out in Annex B hereof) the Billed Party shall pay, in addition to the amount of the invoice, interest thereon at the rate of 0.03% per day from the Due Date until the date of payment in full of such invoice. For the avoidance of doubt, the principle of “Simple Interest” shall apply; that is, interest shall accrue on the amount owing only and shall not be compounded.”

principle of “Simple Interest” shall apply; that is, interest shall accrue on the amount owing only and shall not be compounded.”

Explanation:

Friendi Mobile stated that its current wholesale agreement states 60 day payment terms from the end of the previous invoice period. It stated that this agreement, and amended terms to the existing wholesale agreement, should be carried through without the need to agree in writing the same terms in the new RAIO. A back-billing provision, restricting either Party from seeking to invoice or amending invoices 180-365 days after the billing event, is industry standard and required to prevent inequitable re-opening of invoices when the ability to challenge may be compromised due to the effluxion of time and deletion of records.

Omantel responded that the clause clearly states that invoices are due and payable “*unless otherwise agreed in writing*”. Furthermore, assuming Friendi is referring to Persistent Inconsistency, then this is extended to 12 months as it was requested by the TRA.

Subsequently Omantel was asked to: (i) confirm whether it is offering the same payment periods to all licensees. If not, it was required to specify which, if any, licensees receive different payment periods and why.

Omantel confirmed that the same time lines are offered to operators that hold similar telecom licences. Omantel, under commercial agreement, can offer different payment terms based on the other terms in the agreement. Omantel assures the TRA that these agreements are in line with TRA directions and are in the custody of the TRA. Omantel further stated that it is of the opinion that Friendi Mobile has breached the confidentiality of the agreement by revealing the payment terms in the contracts, it reserves the right to take any legal action against Friendi Mobile.

The TRA wishes to remind Omantel that it must offer payment periods to all Requesting Parties on a fair and non-discriminatory basis and must apply them to all operators that meet the same criteria.

The TRA would also like to remind all parties of the provisions of Article 41 of the A&I Regulation which states that “*Any pre-existing A&I Agreement concluded for the provision of a Regulated A&I Service, subject to a RAIO obligation, shall remain in effect pending conclusion of a new A&I Agreement pursuant to the subsequently approved RAIO. The new A&I Agreement must be concluded in this manner within two (2) months of the approval of the RAIO.*”

The TRA further noticed that Omantel made changes from its First Draft RAIO to the Second Draft RAIO without providing any justification. Namely, it increased the applicable interest rate from 0.03% to 0.045%. Given that the increase was only added after the First Draft RAIO was consulted upon and that no justification is provided, the TRA requires that the text shall be amended to the original one, namely the interest rate shall be set at 0.03%.

43 5.3	<i>“In the event that a ‘Dispute’ resolution procedure has been initiated by the invoiced Party, as provided by this Agreement including Clause 6 below, the interest shall be limited to the prevailing base interest of the Central Bank of Oman on the Due Date, payable from the Due Date. Such interest shall accrue on a daily non-compounded basis only for cases where the dispute was <u>incorrect and the Billing Party was not at fault.</u>”</i>	Omantel shall amend the text as follows: <i>“In the event that a ‘Dispute’ resolution procedure has been initiated by the invoiced Party, as provided by this Agreement including Clause 6 below, and the dispute was incorrect and the Billing Party was not at fault, the Billed Party shall pay, in addition to the amount of the invoice, interest thereon at the rate of 0.03% per day from the Due Date until the date of payment in full of such invoice.”</i>
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Explanation:

The TRA notes that Omantel added the last part of this clause as part of the Second Draft RAIO which imply that the interest payable will be higher if the invoice is unpaid following a dispute, rather than if simply unpaid. This in effect penalises those who seek to challenge an invoice compared to those that simply do not pay. The TRA is satisfied that this is inappropriate and as such Omantel is required to amend the applicable rate to the same one as Clause 5.1, namely 0.03%. If the invoice was accurate, Omantel is paid the appropriate interest and any properly incurred costs for dealing with the dispute.

44 6.6 (g)	<i>““Pay interest at the rates set out in Clause 5.1 of this Annex B of this Agreement upon all undisputed amounts outstanding with respect to each invoice (whether such amounts are a part or whole of each such invoice) unless agreed otherwise in writing between the Parties; and”</i>	Omantel shall amend the text as follows: <i>“Pay interest at the rate set out in Clause 5.1 of this Annex B of this Agreement upon all disputed amounts that are resolved to be paid to the billing party with respect to each invoice (whether such amounts are a part or whole of each such invoice) unless otherwise decided by the person making the relevant decision.”</i>
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Explanation:

The proposed text in clause 6.6(g) must be amended as shown above to add “*unless otherwise decided by the person making the relevant decision*”. This is to allow for cases where the arbitrator or the TRA decides that although the bill was correct, it was reasonable to dispute it, for example, in cases where the information supplied by the billing party was not adequate.

45	6.6 (h)	<i>“Pay interest at the rates set out in Clause 5.1 of this Annex B of this Agreement upon all disputed amounts that are resolved to be paid with to the billing party with respect to each invoice (whether such amounts are a part or whole of each such invoice)”</i>	Omantel shall amend the text as follows: <i>“Pay interest at the rate set out in Clause 5.1 of this Annex B of this Agreement upon all disputed amounts that are resolved to be paid to the billing party with respect to each invoice (whether such amounts are a part or whole of each such invoice) unless otherwise decided by the person making the relevant decision.”</i>
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Explanation:

The proposed text in clause 6.6(h) must be amended as shown above to add “*unless otherwise decided by the person making the relevant decision*”. This is to allow for cases where the arbitrator or the TRA decides that although the bill was correct, it was reasonable to dispute it, for example, in cases where the information supplied by the billing party was not adequate.

Annex C - Services

Sr. No.	Clause Reference in Second Draft RAIIO	Reference text in Second Draft RAIIO	Required Modifications
46	1.3	<p><i>“The Services listed in Clause 2 below and covered under this Agreement are subject to feasibility and availability, taking into consideration the following:</i></p> <p><i>(a) Omantel's anticipated requirements for the next five (5) years;</i></p> <p><i>(b) Security and confidentiality requirements or restrictions imposed on Omantel by Governmental Agencies; or</i></p> <p><i>(c) In case Omantel plans to decommission the requested Service within three (3) years from the date of the request.”</i></p>	<p>Sub-clause (a) shall be amended as follows: <i>“(a) Omantel's anticipated requirements for the next three (3) years and such requirements shall be substantiated on request by the TRA;”</i></p> <p>Sub clause (c) shall be amended as follows: <i>“(c) In case Omantel 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 Requesting Party shall be notified of the proposed decommissioning date and may proceed with its order. However it shall confirm in writing to Omantel that it has become aware of the decommissioning date and that it will be required to vacate the relevant place at that time and shall do so, without any delay on notice being served on it by Omantel.”</i></p>

Explanation:

The TRA has considered the responses by Omantel and is satisfied that:

1. Sub-clause (a) shall be amended to:
 - a. specify that the relevant period shall be three (3) years. The TRA is satisfied that this would be more than adequate to take steps to cover additional needs that may arise both in the short and long term; and
 - b. specify that such needs must be substantiated by Omantel, i.e. if required, evidence must be produced that such needs exist.
2. Sub-clause (c) shall be amended as even though the period for decommissioning is under three years, provided that a Requesting Party is aware of the time that the service will be available, the choice must rest with it and not Omantel. Omantel can in such cases ask the Requesting Party to sign a statement that it has been made aware of the termination period and the consequences. Omantel in any event will recover its costs. If the Requesting Party then refuses to move, Omantel can ask the TRA permission to terminate the service given that it was properly notified at the time and the Requesting Party agreed to it.

Sub Annex C-FA 01 – Local Loop Unbundling

Sr. No.	Clause Reference in Second Draft RAIO	Reference text in Second Draft RAIO	Required Modifications
47	n/a	<i>“General comment”</i>	Omantel to add option of collocation outside Omantel’s building, but within the same compound, where there is no space in the building (‘Adjacent Collocation’).

Explanation:

As part of its submission to TRA, Omantel explained that if there is no space inside the building, the parties can agree whether to keep the equipment inside the Omantel boundaries or at an adjacent location.

The TRA notes Omantel’s position as set out above. However, it has not included this option in the Annex. It shall therefore be expressly added. The TRA notes that the existing Omantel RIO contains such provisions upon which the required changes can be developed.

48	4.1.3	<i>“Omantel shall offer the Local Loop of those Customers who have paid in full their outstanding dues for Services acquired from Omantel”</i>	TRA requires Omantel to amend the text as follows: <i>“Omantel shall offer the Local Loop of those Customers who have paid in full their outstanding dues for this Service acquired from Omantel. Omantel may refuse to provide such a Service where the Customer has any amount outstanding for this specific Service to Omantel, however for the avoidance of doubt, even if Omantel exercises its discretion to provide the Service to an end Customer, this is without prejudice to its right to pursue a claim for the amount due from the end Customer.”</i>
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Explanation:

TeO commented that this clause should be limited to dues related to the LLU service (i.e. fixed line subscription fees, including ADSL and corresponding usage fees). Any other dues (e.g. for mobile services) should not be taken into consideration.

Omantel disagreed, stating that this clause should apply to dues related to all services. If not, the Requesting Party will not pay for some of its services, and will still be able to request another service from Omantel. Omantel stated that this should not be allowed.

The TRA has considered this issue in terms of the existing provider, the new provider and the end customer. The TRA is satisfied that as things currently stand, the restriction to moving an end customer should only apply for services for which there are amounts due. This in part reflects individual contractual obligations and at the same time does not allow the Providing Party to block the move of the customer or the supply of a service because of an unrelated amount due (i.e. related to a different service). Thus, Omantel cannot, for example, block the provision of a fixed service because the Requesting Party has an outstanding amount for mobile services. The TRA also notes that other countries take a more strict approach (e.g. for example, in the cases of number portability in the UK, Australia, Greece, the US, Hong Kong and Bahrain, where in regards to ADSL, Batelco was not allowed the blocking of the transfer even if there is an outstanding amount by the end customer.)

Given the above, the TRA, for the time being, will allow Omantel, if it so wishes, to refuse to transfer a customer where there are any amounts due for the specific service only. However, the TRA recognises that even in such cases, this is without prejudice to the right of Omantel to pursue a claim for the amount due.

49 4.1.6 *“The number of requested MSAN connectivity should be distributed equally among all regions at any given time.”* Omantel shall remove this clause from the RAIO.

Explanation:

In response to the TRA’s request to justify this clause, Omantel stated that it offers services across the country with the same price although the cost of implementing the services in different areas is different and sometime it may cost more than double to implement the same services in different areas. The costing model is taking an average of the overall cost of implementing the fixed network and therefore this clause is important to be in line with the costing model.

The TRA does not accept this justification. The issue of the costs of the services is a separate one which the TRA examines for each service separately. As such, the reasons given do not provide any justification on technical or operational grounds for this requirement. Therefore, Omantel shall remove this clause from the RAIO.

50 4.2.1 *“....The Requesting Party shall also provide a “No Objection” letter from the former Service provider (Third Party Operator or Omantel) in case if the Customer is an active customer.”* The text shall be amended as follows: *“.... The Requesting Party shall also provide a “No Objection” letter from the former Service provider (Third Party Operator excluding Omantel) in case the Customer is an active customer.”*

Explanation:

In response to the TRA's request to justify this clause, Omantel stated that the service in the first year might be with one Requesting Party. However, in the second year it might be with the other Requesting Party. This Clause ensures, for the Party offering the service that the customer will not be able to move to another Party without first paying its debts. The clause also protects the interests of all parties, including from any financial exposures.

The TRA is not satisfied with Omantel's explanation that the process should apply when the former Service Provider was Omantel. It should be removed as it makes win-back easier and adds to the bureaucracy that consumers need to go through for no reason. If the customer owes money to Omantel, the Requesting Party can be informed accordingly and the request rejected.

The text shall be amended to expressly exclude Omantel as set out above.

51 4.4. *“Contract Terms and Termination:”* Omantel needs to correct the numbering of Clause 4.4 of this Sub-Annex.

Explanation:

There are two clauses 4.4.1 (and subsequent sub-clauses) in this Sub-Annex. Omantel needs to correct the numbering of these clauses.

52 4.4.1.1 *“The minimum Contract Term of the MSAN to MSAN connectivity is three (3) years.”* The text shall be amended as follows:
“The minimum Contract Term of the MSAN to MSAN connectivity is one (1) year.”

Explanation:

In response to the TRA's request to justify the three year minimum contract requirement, Omantel stated that, once it has signed a contract with a Requesting Party, it then enters into longer terms agreements (and financial obligations) with its vendors such as, but not limited to, Huawei and Ericsson to operate and maintain its network. In addition, Omantel, based on the contract terms, estimates the number of purchases required over the overall licence term. Therefore, it is very essential to retain the A&I agreement and associated service delivery/payments up to the expiry date to limit Omantel's exposure.

The TRA does not accept Omantel's explanation. Omantel can obtain licences for different periods (i.e. for a year or three years). The planning of such contracts would allow Omantel to limit its exposure. Furthermore, the cost of the licences is insignificant on the overall price of a local loop unbundling service.

This shall therefore be amended to allow for 1 year minimum contract period.

53	4.4.1.2 (MSAN MSAN Connectivity sub-section)	to	<i>“If either Party wishes to terminate the contract after the completion of the Contract Term, it shall inform the other Party, in writing, three (3) months before the completion of Contract Term, of its intent to terminate the Contract. The Requesting Party shall be responsible of the consequences if it terminated the Service with active Customer on his network.”</i>	<p>Omantel shall amend this clause as follows:</p> <p><i>““If either Party wishes to terminate the contract after the completion of the Contract Term, it shall inform the other Party, in writing, three (3) months before the completion of Contract Term, of its intent to terminate the Contract. The Requesting Party shall be responsible of the consequences if it terminated the Service with active Customer on his network. The Providing Party shall not terminate the Contract without the prior approval of the TRA.”</i></p>
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Explanation:

Omantel needs to amend this clause to state that any contract termination instigated by itself (rather than the Requesting Party) is subject to pre-approval by the TRA.

54	4.4.1.3 (MSAN MSAN Connectivity sub-section)	to	<i>“If no notice is provided at least three (3) months before the completion of Contract, the Contract will be automatically renewed for the same Contract Term.”</i>	<p>Omantel shall amend this clause as follows:</p> <p><i>“If no notice is provided at least three (3) months before the completion of Contract, the Contract will be automatically renewed on a monthly basis until the Requesting Party decides to terminate service having given the required notice. In the event that no notice has been served by the Requesting Party within the three (3) months before the completion of Contract, Omantel shall have the right to notify the Requesting Party that unless the service is renewed within one month from the date of the notice, it shall be terminated at the end of the term or within one month if it is on a monthly basis, provided that Omantel has prior approval from the TRA to terminate the Contract.”</i></p>
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Explanation:

TeO asked Omantel to clarify the need for this clause. Assuming a minimum contractual period is agreeable, the contract should simply continue on a monthly basis until the Requesting Party decides to terminate the service, after the minimum period has expired.

Omantel responded that this clause is required to protect Omantel, as Omantel signs long term deals. The costs negotiated by Omantel are a result of such deals. Omantel explained further that to provide services, it secures the best deals and discounted pricing from managed service providers to third party national or international providers by signing long term deals. These discounted prices are used as a cost for Omantel to provide services to the Requesting Party. As an example, buying satellite capacity from any satellite operator has different pricing for

different terms and at the expiry of the term, either the agreement is renewed with the same terms and conditions, or charges increase. The same applies when the agreement expires between the Requesting Party and the Providing Party. In order to maintain the same pricing the Requesting Party has to enter into the same terms and conditions.

Given Omantel's explanation, the TRA believes that there is no reason not to renew the contract for MSAN to MSAN connectivity on a monthly rolling basis. Accepting the fact that some planning is required on Omantel's part to manage competing requests, the TRA has also provided in the revised text that when the service provision is on a monthly rolling period or if no notice has been served by the Requesting Party, Omantel can in effect force a contract renewal or contract termination. This would allow Omantel, where necessary, to require the Requesting Party to commit to the service or to terminate it. However, Omantel needs to take prior approval of the TRA before such termination of the contract.

55	4.4.1.2 (Local Loop Connectivity sub-section)	<i>"If either Party wishes to terminate the contract after the completion of the Contract Term, it shall inform the other party, in writing, one (1) month before the completion of Contract Term of its intent to terminate the Contract."</i>	The text shall be amended as follows: <i>"If either Party wishes to terminate the contract after the completion of the Contract Term, it shall inform the other party, in writing, one (1) month before the completion of Contract Term of its intent to terminate the Contract. The Providing Party shall not terminate the Contract without the prior approval of the TRA."</i>
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Explanation:

Omantel needs to amend this clause to state that any contract termination instigated by itself (rather than the Requesting Party) is subject to pre-approval by the TRA.

56	4.4.1.3 (Local Loop Connectivity sub-section)	<i>"If no notice is provided at least one (1) month before the completion of Contract, the Contract will be automatically renewed on monthly rolling basis."</i>	The text shall be amended as follows: <i>"If no notice is provided at least three (3) months before the completion of Contract, the Contract will be automatically renewed on a monthly basis until the Requesting Party decides to terminate service having given the required notice. In the event that no notice has been served by the Requesting Party within the three (3) months before the completion of Contract, Omantel shall have the right to notify the Requesting Party that unless the service is renewed within one month from the date of the notice, it shall be terminated at the end of the term or within one month if it is on a monthly basis, provided that Omantel has prior approval from the TRA to terminate the Contract."</i>
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Explanation:

See explanation set out in reference to clause 4.4.1.3 (MSAN to MSAN Connectivity) of this Sub Annex C-FA 02, above.

57 4.5	<p><i>“Omantel has the right to suspend the Service in accordance to Clause 17 of the Main Agreement in case the Requesting Party is in breach of its obligation under this Agreement. The Requesting Party shall be responsible of all consequences of this act.”</i></p>	<p>The text shall be amended as follows: <i>“Omantel has the right to suspend the Service in accordance with Clause 17 of the Main Agreement in case the Requesting Party is in breach of its obligation under this Agreement.”</i> Omantel further needs to correct the numbering of Clause 4.5 of this Sub-Annex.</p>
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Explanation:

The text needs to be amended to simply refer to Clause 17 of the Main Agreement where consequences are set out for either Party.

Further, the numbering of clause 4.5 requires revision, as there is currently no clause 4.5.1.

58 4.5.2	<p><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 the charges of the remaining period of the Contract Term.”</i></p>	<p>Omantel shall amend the clause to state that: <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 Omantel by virtue of the Service to the Requesting Party irrespective of the early termination of the Service. Such costs shall be quantified by Omantel and shall be paid by the Requesting Party. Omantel shall substantiate such costs on request.”</i></p>
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Explanation:

In response to the TRA’s request to justify this clause, Omantel stated that the pricing for the services is based on a model. If the customer terminates the service during the term of the contract, it is not possible to find another customer and hence recovery of the cost to provide the service to the customer is at risk. Therefore, Omantel should charge the entire amount for the remaining term of the contract. Omantel’s reply suggests that the early Termination Fee is not based on actual costs but supposition. It shall therefore be amended as clearly not all costs are unavoidable.

59 6 *Ordering and Delivery* Omantel to correct the numbering of section 6 of this Sub-Annex.

Explanation:

There are two clauses 6.1 in this Sub-Annex. Omantel needs to correct the numbering of this section.

60 6.1	<p><i>“With respect to connectivity between the Requesting Party’s MSAN and Omantel’s MSAN, Omantel shall target a delivery time of 45 Working Days subject to feasibility, cooperation of the Requesting Party and/ or his customer and any other third Party. However, in case more than one MSAN connectivity is requested during the same period, the Parties shall negotiate and agree on an implementation plan.”</i></p>	<p>Omantel shall amend the clause to state that:</p> <p><i>“With respect to connectivity between the Requesting Party’s MSAN and Omantel’s MSAN, Omantel shall target a delivery time of no more than ten (10) to twenty (20) Working Days subject to feasibility, cooperation of the Requesting Party and/ or his customer and any other third Party. This delivery date is subject to the Requesting Party and/ or the end user having fully cooperated with Omantel and that there will be no delays caused by factors outside Omantel’s control such as, for example, due to the delay arising from the involvement of governmental entities. However, in case more than one MSAN connectivity is requested during the same period, the Parties shall negotiate and agree on an implementation plan.”</i></p>
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Explanation:

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

In relation to this clause, a stipulation can be added that this delivery date is subject to the Requesting Party and/or the end user having fully cooperated with Omantel and that there will be no delays caused by factors outside Omantel’s control such as, for example, due to delays arising from the involvement of governmental entities.

With regards to the last sentence of the clause, the TRA considers that Omantel should make the necessary resources available to meet demand as and when this arises. As such, the TRA will not impose a specific time now but will monitor if any complaints arise in relation to the agreements and implementation of such cases.

61 6.3	<p><i>“With respect to a Local Loop Order, Omantel shall target a delivery time of 30 Working Days subject to feasibility, cooperation of the Requesting Party and/ or his customer and any other third Party.”</i></p>	<p>Omantel shall amend the clause to state that:</p> <p><i>“With respect to a Local Loop Order, Omantel shall target a delivery time of no more than ten (10) to twenty (20) Working Days subject to feasibility, cooperation of the Requesting Party and/ or his customer and any other third Party. This delivery date is subject to the Requesting Party and/ or the end user having fully cooperated with Omantel</i></p>
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and that there will be no delays caused by factors outside Omantel's control such as, for example, due to the delay arising from the involvement of governmental entities."

Explanation:

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

In relation to this clause, a stipulation can be added that this delivery date is subject to the Requesting Party and/or the end user having fully cooperated with Omantel and that there will be no delays caused by factors outside Omantel's control such as, for example, due to delays arising from the involvement of governmental entities.

62	6.4	<p><i>"The Requesting Party in respect of the Local Loop Orders may only request the Service once every two (2) weeks on a week day agreed between both Parties. Both Parties shall agree on the number of connections the can be submitted at each time."</i></p>	<p>Omantel shall amend the clause to state that:</p> <p><i>"The Requesting Party in respect of the Local Loop 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 each time."</i></p>
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Explanation:

During the industry meeting, Omantel explained that it adopted this process with Ooredoo 8 years ago in response to a bad experience in the past on order management. The batching helped to resolve these matters and is in line with practices elsewhere (e.g. Batelco in Bahrain has deployed similar batching). Given this, Omantel recommended adopting 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. As part of its written response after the meeting, Omantel stated that it believes that the licence obligation to provide 90% of the retail services within 10 working days is on operators to deliver these services on their own network, not by using other networks (i.e. via regulated access services).

During the industry meeting, Ooredoo agreed with Omantel's position, stating 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 deemed necessary by the TRA and as long as this would still allow for an efficient and operational smooth ordering process.

During the industry meeting, TeO stated that whilst it accepted the need for some batching, the current proposal of two weeks is not acceptable. This is particularly the case as most of the relevant services are inputs to customer facing retail services and this delays service

provisioning even further. As part of its written submission, TeO confirmed its views set out above, stating amongst other things, 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 the TRA require Omantel to implement an efficient service provisioning and delivery process for, in particular, retail-related A&I services, allowing access seekers to fairly compete with the dominant operator's 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 current proposal.

The TRA, having considered the issues that arise from the process, recognizes that some form of batching/grouping of orders makes administrative sense in terms of managing the necessary processes and orders. As such, the TRA accepts that Omantel may wish to 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 Other Licensed Operators may not be able to meet their obligations to end customers (e.g., they may not be able to deliver retail services to end customers on time).

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 Omantel to manage the process and at the same time would allow the industry to meet their obligations and support OLOs to compete effectively against Omantel.

63 6.7 *"If Omantel rejects the request, Omantel shall inform the Requesting Party of the reasons."* Omantel shall add the following text at the end of the clause: *"... which shall be objectively justifiable such as technical feasibility problems"*

Explanation:

Omantel was asked to provide a list of reasons in the RAIO for which the request can be rejected, including, for example, where it is objectively technically not feasible.

Omantel responded that failure of feasibility is the main reason why Omantel may reject a request. However, there could be other reasons which can only be known and specified after the feasibility study is performed.

Given the above, Omantel may add a text referring to rejections of requests, as long as these reasons are objectively justifiable.

64	7.2	<i>“...Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges. Omantel will inform the TRA accordingly.”</i>	Omantel shall amend the text to state that: <i>“...Such cases will be dealt with on a case-by-case basis against mutually agreed timelines and charges. Omantel shall inform the TRA accordingly and obtain the necessary approvals from it. For the avoidance of doubt, the cost of integration and testing of standard orders is included in the published NRC/set-up fee for the corresponding service and any such charges shall apply to items that could not reasonably be foreseen or in respect to special requirements from the Requesting Party during the provisioning of the services.”</i>
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Explanation:

TeO commented that integration and testing of standard orders should be part of the NRC/set-up fee for the corresponding service.

Omantel responded that these charges will be applied in case there are some surprise issues or special requirements from the Requesting Party during the provisioning of the services.

Omantel is therefore required to amend this clause to take into account its own response to TeO’s comment. The text further needs to be amended as prices are not a matter of notification to the TRA. Rather, charges must be approved by the TRA.

65	8.3	<i>“In case no fault is found from Omantel’s side, the Requesting Party shall compensate Omantel for all reasonably incurred costs to investigate the fault.”</i>	Omantel shall add to the clause the following <i>“...which Omantel shall be able to substantiate on request.”</i>
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Explanation:

The TRA is of the view that if the Requesting Party wishes to verify the costs it should be able to do so. This should not be difficult for Omantel since it can only charge for costs reasonably incurred.

Sub Annex C-FA 02 – Local Loop Unbundling Line Sharing

Sr. No.	Clause Reference in Second Draft RAI0	Reference text in Second Draft RAI0	Required Modifications
66	n/a	<i>“General comment”</i>	Omantel to add option of collocation outside Omantel’s building, but within the same compound, where there is no space in the building ('Adjacent Collocation').

Explanation:

As part of its submission to TRA, Omantel explained that if there is no space inside the building, the parties can agree whether to keep the equipment inside the Omantel boundaries or at an adjacent location.

The TRA notes Omantel’s position, as set out above. However, it has not included this option in the Annex. It shall be expressly added. The TRA notes that the existing Omantel RIO contains such provisions upon which the required changes can be developed.

67	4.1.3	<i>“Omantel shall offer the Local Loop Line Sharing Service to those Customers who have paid in full their outstanding dues for Services acquired from Omantel.”</i>	TRA requires Omantel to amend the text as follows: <i>“Omantel shall offer the Local Loop of those Customers who have paid in full their outstanding dues for the Service acquired from Omantel. Omantel may refuse to provide such a Service where the Customer has any amount outstanding for this specific Service to Omantel, however for the avoidance of doubt, even if Omantel exercises its discretion to provide the Service to an end Customer, this is without prejudice to its right to pursue a claim for the amount due from the end Customer.”</i>
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Explanation:

TeO commented that this clause should be limited to dues related to the LL Line Sharing service (i.e. ADSL and corresponding usage fees). Any other dues (e.g. for fixed voice or Mobile services) should not be taken into consideration.

Omantel responded that this should apply to dues related to all services. The Requesting Party will not pay for some of its services, and will still be able to request another service from Omantel. This should not be allowed.

For the same reasons as specified in the context of clause 4.1.3 of Sub-Annex C-FA 01 above, Omantel shall make the same amendments as specified above. In particular, the TRA is satisfied that as things currently stand, the restriction to moving an end customer should only apply for services for which there are amounts due. This in part reflects individual contractual obligations and at the same time does not allow the Providing Party to block the move of the customer or the supply of a service because of an unrelated amount due (i.e. related to a different service). Thus, Omantel cannot, for example, block the provision of a fixed service because the Requesting Party has an outstanding amount for mobile services. Given the above, the TRA, for the time being, will allow Omantel, if it so wishes, to refuse to transfer a customer where there are any amounts due for the specific service only.

68 4.1.6 *“The number of MSAN connectivity should be distributed equally among all Regions at any given time.”* Omantel to remove this clause from the RAIIO.

Explanation:

See explanation set out in reference to clause 4.1.6 of Sub Annex C-FA 01 above.

69 4.2.1 *“.....The Requesting Party shall also provide a “No objection” letter from the former Service provider (Third Party Operator or Omantel) in case if the Customer is an active customer.”* The text shall be amended to expressly exclude Omantel. *“...The Requesting Party shall also provide a “No objection” letter from the former Service provider (Third Party Operator excluding Omantel) in case the Customer is an active customer.”*

Explanation:

See explanation set out in reference to clause 4.2.1 of Sub Annex C-FA 01 above.

70 4.4.1.1 *“The minimum Contract Term of the MSAN to DSLAM connectivity is three (3) Years.”* The text shall be amended as follows: *“The minimum Contract Term of the MSAN to DSLAM connectivity is one (1) Year.”*

Explanation:

In response to the TRA’s request to justify the three year minimum contract requirement, Omantel stated that, once it has signed a contract with a Requesting Party, it then enters into longer terms agreements (and financial obligations) with its vendors such as, but not limited to, Huawei and Ericsson to operate and maintain its network. In addition, Omantel, based on the contract terms, estimates the number of purchases required for the overall licence term. Therefore, it is very essential to retain the A&I agreement and associated service delivery/payments up to the expiry date to limit Omantel’s exposure.

The TRA does not accept Omantel's explanation. Omantel can obtain licences for different periods (i.e. for a year or three years). The planning of such contracts would allow Omantel to limit its exposure. Furthermore, the cost of the licences is insignificant on the overall price of a local loop unbundling service.

This shall therefore be amended to allow for 1 year minimum contract periods.

71	4.4.1.2	<i>"If either Party wishes to terminate the Contract after the completion of the Contract Term, it shall inform the other Party, in writing, three (3) months before the completion of Contract Term, of its intent to terminate the Contract. The Requesting Party shall be responsible of the consequences if it terminated the Service with active Customer on his network."</i>	Omantel shall amend this clause as follows: <i>"If either Party wishes to terminate the contract after the completion of the Contract Term, it shall inform the other Party, in writing, three (3) months before the completion of Contract Term, of its intent to terminate the Contract. The Requesting Party shall be responsible of the consequences if it terminated the Service with active Customer on his network. The Providing Party shall not terminate the Contract without the prior approval of the TRA."</i>
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Explanation:

Omantel needs to amend this clause to state that any contract termination instigated by itself (rather than the Requesting Party) is subject to pre-approval by the TRA.

72	4.4.1.3	<i>"If no notice is provided at least three (3) months before the completion of Contract, the Contract will be automatically renewed for the same Contract Term"</i>	The text shall be amended as follows: <i>"If no notice is provided at least three (3) months before the completion of Contract, the Contract will be automatically renewed on a monthly basis until the Requesting Party decides to terminate service having given the required notice. In the event that no notice has been served by the Requesting Party within the three (3) months before the completion of Contract, Omantel shall have the right to notify the Requesting Party that unless the service is renewed within one month from the date of the notice, it shall be terminated at the end of the term or within one month if it is on a monthly basis, provided that Omantel has prior approval from the TRA to terminate the Contract."</i>
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Explanation:

TeO asked Omantel to clarify the need for this clause. Assuming a minimum contractual period is agreeable, the contract should simply continue on a monthly basis until the Requesting Party decides to terminate the service, after the minimum period has expired.

Omantel responded that this clause is required to protect Omantel, as Omantel signs long term deals. The costs negotiated by Omantel are a result of such deals. Omantel explained further that to provide services, it secures the best deals and discounted pricing from managed service providers to third party national or international providers by signing long term deals. These discounted prices are used as a cost for Omantel to provide services to the Requesting Party. As an example, buying satellite capacity from any satellite operator has different pricing for different terms and at the expiry of the term, either the agreement is renewed with the same terms and conditions, or charges increase. The same applies when the agreement expires between the Requesting Party and the Providing Party. In order to maintain the same pricing the Requesting Party has to enter into the same terms and conditions.

Given Omantel's explanation, the TRA believes that there is no reason not to renew the contract for MSAN to DSLAM connectivity on a monthly rolling basis. Accepting the fact that some planning is required on Omantel's part to manage competing requests, the TRA has also provided in the revised text that when the service provision is on a monthly rolling period or if no notice has been served by the Requesting Party, Omantel can in effect force a contract renewal or contract termination. This would allow Omantel, where necessary, to require the Requesting Party to commit to the service or to terminate it. However, Omantel needs to take prior approval of the TRA before such termination of the contract.

73	4.4.2.4	<p><i>“Omantel has the right to suspend the Service in accordance to Clause 17 of the Main Agreement in case the Requesting Party is in breach of its obligation under this Agreement. The Requesting Party shall be responsible of all consequences of this act.”</i></p>	<p>The text shall be amended as follows: <i>“Omantel has the right to suspend the Service in accordance with Clause 17 of the Main Agreement in case the Requesting Party is in breach of its obligation under this Agreement.”</i></p>
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Explanation:

See explanation set out in reference to clause 4.5 of Sub Annex C-FA 01 above.

74	4.4.3	<p><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 the charges of the remaining period of the Contract Term.”</i></p>	<p>Omantel shall amend the clause to state that: <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 Omantel by virtue of the Service to the Requesting Party irrespective of the early termination of the Service. Such costs shall be quantified by Omantel and shall be paid by the Requesting Party. Omantel shall substantiate such costs on request.”</i></p>
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Explanation:

TeO stated that it is unreasonable for Omantel to both charge a high up-front installation fee and then also require a minimum contractual period. Best practice is to either cover costs up-front or to recover them over the life time of the Service.

Omantel responded that the NRC and the contract terms are for different reasons. The contract terms are not to recover the NRC. Hence both should be required.

In the TRA's view, a minimum contract period is not necessarily unreasonable as costs need to be recovered and planning is needed. However, any penalty for early termination cannot recover more than the actual costs incurred.

See explanation set out in reference to clause 4.5.2 of Sub Annex C-FA 01 above, regarding calculation of early termination fee.

75	6.2	<p><i>“With respect to connectivity between the Requesting Party DSLAM and Omantel MSAN, Omantel shall target a delivery time of 45 Working Days subject to feasibility, cooperation of the Requesting Party and/or his customer and any other third party. However, in case more than one DSLAM connectivity is requested during the same period, the Parties shall negotiate and agree on an implementation plan.”</i></p>	<p>Omantel shall amend the clause to state that:</p> <p><i>“With respect to connectivity between the Requesting Party DSLAM and Omantel MSAN, Omantel shall target a delivery time of no more than ten (10) to twenty (20) Working Days subject to feasibility, cooperation of the Requesting Party and/or his customer and any other third party. This delivery date is subject to the Requesting Party and/or the end user having fully cooperated with Omantel and that there will be no delays caused by factors outside Omantel’s control such as for example due to the delay arising by the involvement of governmental entities. However, in case more than one DSLAM connectivity is requested during the same period, the Parties shall negotiate and agree on an implementation plan.”</i></p>
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Explanation:

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

See also explanation set out in reference to clause 6.1 of Sub Annex C-FA 01 above.

76	6.4	<p><i>“With respect to Local Loop Order, Omantel shall target a delivery time of 30 Working Days subject to feasibility,</i></p>	<p>Omantel shall amend the clause to state that:</p> <p><i>“With respect to Local Loop Line Sharing Order, Omantel shall target a delivery time of no more than ten (10) to twenty (20) Working Days subject to feasibility, cooperation of the Requesting Party and/or his customer and any third Party. This delivery date is subject</i></p>
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cooperation of the Requesting Party and/or his customer and any third Party.” to the Requesting Party and/or the end user having fully cooperated with Omantel and that there will be no delays caused by factors outside Omantel’s control such as, for example, due to the delay arising by the involvement of governmental entities.”

Explanation:

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

See also explanation set out in reference to clause 6.3 of Sub Annex C-FA 01 above.

77	6.5	<i>“The Requesting Party in respect the Local Loop Line Sharing orders may only request the Service once every two (2) weeks on a week day agreed between both Parties. Both Parties shall agree on the number of connections the can be submitted at each time.”</i>	Omantel shall amend the clause to state that: <i>“The Requesting Party in respect the Local Loop Line Sharing 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 each time.”</i>
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Explanation:

See explanation set out in reference to clause 6.4 of Sub Annex C-FA 01 above.

78	6.8	<i>“If Omantel rejects the Requesting Party request, Omantel shall inform the Requesting Party of the reasons.”</i>	Omantel shall add the following text at the end of the clause: <i>“... which shall be objectively justifiable such as due to issues of technical feasibility”</i>
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Explanation:

See explanation set out in reference to clause 6.7 of Sub Annex C-FA 01 above.

79	7.2	<i>“..... Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges. Omantel shall inform the TRA accordingly.”</i>	Omantel shall amend the text to state that: <i>“Such cases will be dealt with on a case-by-case basis against mutually agreed timelines and charges. Omantel shall inform the TRA accordingly and obtain the necessary approvals from it. For the avoidance of doubt, the cost of integration and testing of standard orders is included in the published NRC/ set-up fee for the corresponding service and any such charges shall apply to items that could not reasonably be foreseen or in respect to special requirements from the Requesting Party during the provisioning of the services. ”</i>
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Explanation:

See explanation set out in reference to clause 7.2 of Sub Annex C-FA 01 above.

80	8.3	<i>“In case no fault is found from Omantel’s side, the Requesting Party shall compensate Omantel for all reasonably incurred costs to investigate the fault.”</i>	Omantel shall also add at the end of the clause: <i>“...which Omantel shall be able to substantiate on request”.</i>
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Explanation:

See explanation set out in reference to clause 8.3 of Sub Annex C-FA 01 above.

Sub Annex C-FA 03 – Local Loop Unbundling Sub Loop Unbundling

Sr. No.	Clause Reference in Second Draft RAIO	Reference text in Second Draft RAIO	Required Modifications
81	4.1.3	<i>“Omantel shall offer the Sub Loop of those Customers who have paid in full their outstanding dues for Services acquired from Omantel.”</i>	TRA requires Omantel to amend the text as follows: <i>“Omantel shall offer the Sub Loop of those Customers who have paid in full their outstanding dues for this Service acquired from Omantel. Omantel, may refuse to provide such a Service where the Customer has any amount outstanding for this specific Service to Omantel, however for the avoidance of doubt, even if Omantel exercises its discretion to provide the Service to an end Customer, this is without prejudice to its right to pursue a claim for the amount due from the end Customer.”</i>
Explanation: See explanation set out in reference to clause 4.1.3 of Sub Annex C-FA 01 above.			
82	4.1.6	<i>“The number of MSAN connectivity should be distributed equally among all Regions at any given time”</i>	Omantel to remove this clause from the RAIO.
Explanation: See explanation set out in reference to clause 4.1.6 of Sub Annex C-FA 01 above.			
83	4.2.1	<i>“...The Requesting Party shall also provide “No objection” letter from the former Service provider (Third Party Operator or Omantel) in case if the Customer is an active customer”.</i>	The text shall be amended to expressly exclude Omantel. <i>“...The Requesting Party shall also provide “No objection” letter from the former Service provider (Third Party Operator excluding Omantel) in case the Customer is an active customer.”</i>
Explanation: See explanation set out in reference to clause 4.2.1 of Sub Annex C-FA 01 above.			

- 84 4.4.1.1 *“The minimum Contract Term is three (3) Years.”* The text shall be amended as follows:
“The minimum Contract Term is one (1) Year.”

Explanation:

See explanation set out in reference to clause 4.4.1.1 of Sub Annex C-FA 01 above.

- 85 4.4.1.2 *“If either Party wishes to terminate the contract after the completion of the Contract Term, it shall inform the other Party, in writing, three (3) months before the completion of Contract Term, of its intent to terminate the Contract. The Requesting Party shall be responsible of the consequences if it terminated the Service with active Customer on his network.”* Omantel shall amend this clause as follows:
“If either Party wishes to terminate the contract after the completion of the Contract Term, it shall inform the other Party, in writing, three (3) months before the completion of Contract Term, of its intent to terminate the Contract. The Requesting Party shall be responsible of the consequences if it terminated the Service with active Customer on his network. The Providing Party shall not terminate the Contract without the prior approval of the TRA.”

Explanation:

Omantel needs to amend this clause to state that any contract termination instigated by itself (rather than the Requesting Party) is subject to pre-approval by the TRA.

- 86 4.4.1.3 *“If no notice is provided at least three (3) months before the completion of Contract, the Contract will be automatically renewed for the same Contract Term.”* The text shall be amended as follows:
“If no notice is provided at least three (3) months before the completion of Contract, the Contract will be automatically renewed on a monthly basis until the Requesting Party decides to terminate service having given the required notice. In the event that no notice has been served by the Requesting party within the three (3) months before the completion of Contract, Omantel shall have the right to notify the Requesting Party that that unless the service is renewed within one month from the date of the notice it shall be terminated at the end of the term or within one month if it is on a monthly basis, provided that Omantel has prior approval from the TRA to terminate the Contract.”

Explanation:

See explanation set out in reference to clause 4.4.1.3 of Sub Annex C-FA 01 above.

87	4.4.2.4	<p><i>“Omantel has the right to suspend the Service in accordance to Clause 17 of the Main Agreement in case the Requesting Party is in breach of its obligation under this Agreement. The Requesting Party shall be responsible of all consequences of this act.”</i></p>	<p>The text shall be amended as follows: <i>“Omantel has the right to suspend the Service in accordance to Clause 17 of the Main Agreement in case the Requesting Party is in breach of its obligation under this Agreement.”</i></p>
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Explanation:

See explanation set out in reference to clause 4.5 of Sub Annex C-FA 01 above.

88	4.4.3	<p><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 the charges of the remaining period of the Contract Term.”</i></p>	<p>Omantel shall amend the clause to state that: <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 Omantel by virtue of the Service to the Requesting Party irrespective of the early termination of the Service. Such costs shall be quantified by Omantel and shall be paid by the Requesting Party. Omantel shall substantiate such costs on request.”</i></p>
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Explanation:

See explanation set out in reference to clause 4.5.2 of Sub Annex C-FA 01 above.

89	6.2	<p><i>“With respect to connectivity between the Requesting Party MSAN and Omantel Cabinet, Omantel shall target a delivery time of 45 Working Days subject to feasibility, cooperation of the Requesting Party and any other third Party. However, in case if more than one MSAN connectivity is requested during the same period, the Parties shall negotiate and agree on an implementation plan.”</i></p>	<p>Omantel shall amend the clause to state that: <i>“With respect to connectivity between the Requesting Party MSAN and Omantel Cabinet, Omantel shall target a delivery time of no more than ten (10) to twenty (20)] Working Days subject to feasibility, cooperation of the Requesting Party and any third Party. This delivery date is subject to the Requesting Party having fully cooperated with Omantel and that there will be no delays caused by factors outside Omantel’s control such as, for example, due to the delay arising by the involvement of governmental entities. However, in case if more than one MSAN connectivity is requested during the same period, the Parties shall negotiate and agree on an implementation plan.”</i></p>
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Explanation:

All delivery time issues were raised for industry comments. See Annex 1.1 for the decisions on timescales. See also explanation set out in reference to clause 6.1 of Sub Annex C-FA 01 above.

90 6.4	<p><i>“With respect to a Local Loop Order, Omantel shall target a delivery time of 30 Working Days subject to feasibility, cooperation of the Requesting Party and/ or his customer and any other third Party.”</i></p>	<p>Omantel shall amend the clause to state that: <i>“With respect to a Sub Loop Unbundling Order, Omantel shall target a delivery time of no more than ten (10) to twenty (20) Working Days subject to feasibility, cooperation of the Requesting Party and/ or his customer and any third Party. This delivery date is subject to the Requesting Party and/ or the end user having fully cooperated with Omantel and that there will be no delays caused by factors outside Omantel’s control such as, for example, due to the delay arising by the involvement of governmental entities.”</i></p>
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Explanation:

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

See also explanation set out in reference to clause 6.3 of Sub Annex C-FA 01 above.

91 6.5	<p><i>“The Requesting Party in respect the Local Loop orders may only request the Service once every two (2) weeks on a week day agreed between both parties. Both Parties shall agree on the number of connections that can be submitted at each time.”</i></p>	<p>The text shall be amended as follows: <i>“The Requesting Party in respect the Sub Loop Unbundling 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 each time.”</i></p>
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Explanation:

See explanation set out in reference to clause 6.4 of Sub Annex C-FA 01 above.

92 6.8	<p><i>“If Omantel rejects the Requesting Party request, Omantel shall inform the Requesting Party of the reasons.”</i></p>	<p>Omantel shall add the following text at the end of the clause: <i>“... which shall be objectively justifiable such as technical feasibility problems”</i></p>
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Explanation:

Omantel was asked to provide a list of reasons in the RAIO for which the request can be rejected, including, for example, where it is objectively technically not feasible.

Omantel responded that failure of feasibility is the main reason why Omantel may reject a request. However, there could be other reasons which can only be known and specified after the feasibility study is performed.

Given the above, Omantel may add a text referring to rejections of requests, as long as these reasons are objectively justifiable.

93	7.2	<i>“... Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges. Omantel shall inform the TRA accordingly.”</i>	Omantel shall amend the text to state that: <i>“Such cases will be dealt with on a case-by-case basis against mutually agreed timelines and charges. Omantel shall inform the TRA accordingly and obtain the necessary approvals from it. For the avoidance of doubt the cost of integration and testing of standard orders is included in the published NRC/set-up fee for the corresponding service and any such charges shall apply to items that could not reasonably be foreseen or in respect to special requirements from the Requesting Party during the provisioning of the services.”</i>
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Explanation:

See explanation set out in reference to clause 7.2 of Sub Annex C-FA 01 above.

94	8.3	<i>“In case no fault is found from Omantel’s side, the Requesting Party shall compensate Omantel for all costs to investigate the fault.”</i>	Omantel shall amend the text to state that: <i>“In case no fault is found from Omantel’s side, the Requesting Party shall compensate Omantel for all reasonably incurred costs to investigate the fault, which Omantel shall be able to substantiate on request.”</i>
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Explanation:

See explanation set out in reference to clause 8.3 of Sub Annex C-FA 01 above.

Sub Annex C-FA 04 – Co-location

Sr. No.	Clause Reference in Second Draft RAIO	Reference text in Second Draft RAIO	Required Modifications
95			Omantel to include a clause in this Sub Annex relating to the provision of a ‘dirty’ unpacking area that can be used prior to installing equipment in the clean operational area.
<p>Explanation: The TRA notes that when equipment is delivered to a site, it will usually be boxed up in wooden crates and may be standing on pallets. The equipment inside is usually sealed in plastic sheeting to keep it clean in transit. The equipment needs to be unpacked outside the operational area, so that ‘dirty’ crates and packaging are not taken into the working operational area. Only the final plastic wrapper is removed inside the ‘clean’ area.</p> <p>Therefore, the TRA requires that either Omantel expressly confirms that its practice is different from the above and states the practice that shall be followed, or includes a provision explaining the process mentioned above.</p>			
96	1.2	<i>“Co-location in this Sub Annex means the sharing of physical space in buildings owned by Omantel to permit the installation and operation of the Requesting Party’s Network Equipment required in conjunction with an associated point of interconnection or point of access.”</i>	The text shall be amended to state: <i>“Co-location in this Sub Annex means the sharing of physical space in buildings owned and/or used/occupied by Omantel to permit the installation and operation of the Requesting Party’s Network Equipment required in conjunction with an associated point of interconnection or point of access.”</i>

Explanation:

The TRA does not accept that collocation can be offered only where the building is owned by Omantel.

However, where the building is not owned by Omantel, the RAIO can stipulate that collocation shall be offered where this is not expressly prohibited by Omantel’s lease or contract and where such restriction cannot be reasonably waived by the owner of the building.

In response to a query from the TRA, Omantel stated that it cannot offer collocation at buildings being used as its sales points. It further considers that this would become a requirement if it accepts the TRA's proposed wording of "owned and/or used/occupied by Omantel".

However, the TRA believes that this obligation arose even under Omantel's own wording. The only difference with TRA's wording relates to whether the actual building was owned or not by Omantel. However, practically the issue only arises where the building is currently used for sales or admin purposes alongside network hosting. Indeed, there is no reason why any operator would want to collocate at a "pure" sales point as there would be no Omantel equipment to connect to.

As such, Omantel shall make the changes set out above.

97 2.1.1 "Omantel Premises – Omantel POP – See explanation below
Omantel Point of Presence – in this Sub
Annex are Omantel's telecommunication
exchanges across the country."

Explanation:

In connection to the premises listed in this clause, Omantel shall list in this Sub Annex all premises that, given the equipment it has installed, could be of interest to other providers for co-location. The reference to this shall be inserted in the clause 2.1.1 and a stipulation shall be added that the list will be updated every 3 months.

98 3.16.1 "Omantel's reasonably anticipated requirements in the next five (5) years for space at the Co-location Site for the provision to itself and its Customers;" The text shall be amended as follows:
"Omantel's reasonably anticipated requirements in the next three (3) years for space at the Co-location Site for the provision to itself and its Customers and such requirements shall be substantiated on request by the TRA;"

Explanation:

The TRA requires that the Clause shall be amended to:

1. specify that the relevant period shall be 3 years – which should be more than adequate to take steps to cover additional needs; and
2. specify that such Omantel own needs for space must be able to be substantiated. That is, if required, evidence must be produced that such needs exist.

99	3.16.2	<p><i>“Omantel’s reasonably anticipated requirements in the next five (5) years for space at the Co-location Site for operation and maintenance purposes;”</i></p>	<p>The text shall be amended as follows: <i>“Omantel’s reasonably anticipated requirements in the next three (3) years for space at the Co-location Site for operation and maintenance purposes and such requirements shall be substantiated on request by the TRA;”</i></p>
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Explanation:

See explanation provided on clause 3.16.1 of this Sub Annex above.

100	3.16.5	<p><i>“whether Omantel proposes to decommission the Co-location Site, within three (3) years from the date of request.”</i></p>	<p>Omantel shall amend this clause as follows: <i>“In case Omantel plans to decommission the requested Co-location Site within three (3) years from the date of the request. For the avoidance of doubt, in such cases the Requesting Party shall be notified of the proposed decommissioning date and may proceed with its order. However it shall confirm in writing to Omantel that it has become aware of the decommissioning date and that it will be required to vacate the relevant place at that time and shall do so, without any delay on notice being served on it by Omantel.”</i></p>
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Explanation:

Provided that a Requesting Party is aware of the intended decommissioning, the choice must rest with it and not Omantel over whether or not to co-locate at that site. Omantel can in such cases ask the Requesting Party to sign a statement that it has been made aware of the termination period and the consequences of this. Omantel in any event will recover its costs. If the Requesting Party then refuses to move, Omantel can ask the TRA permission to terminate the Service given that it was properly notified at the time and the Requesting Party agreed to it.

101	3.17	<p><i>“Access/visit to Omantel Premise for the purpose of survey, installation, modification or configuration will require the Requesting Party to provide seven (7) Working Days and it shall be in accordance to Omantel standard procedures.”</i></p>	<p>The TRA requires that the text is amended as follows: <i>“Access/visit to Omantel Premise for the purpose of survey, installation, modification or configuration will require the Requesting Party to provide five (5) Working Days’ notice and it shall be in accordance to Omantel standard procedures.”</i></p> <p>The following text shall also be added: <i>“The aforementioned notice period shall not apply where the Requesting Party requests access for emergency cases. Emergency in this article refers to any cause that may lead to danger to a person’s life or property or adversely affect the provision of a telecommunications service, if not carried out at the time.”</i></p>
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Explanation:

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

The clause requires a change, as the word “*notice*” is missing from the current text and the time period should be amended to a period of “5 *Working Days*” which should be more than adequate to take the necessary steps.

The clause also does not allow for network emergencies and shall be amended for this.

Omantel shall also confirm to the TRA that the standard procedures are available and these shall be published at the time of publication of approved RAIO on Omantel’s website or, if for security reasons it so prefers, on a secure website with access only to licensed operators and appropriate authorities.

102	4.2.2	<i>“The Requesting Party shall pay Omantel the charges specified in Clause 6 below from the date of approving the request.”</i>	Omantel shall add the following at the end of this clause: <i>“Omantel shall approve the request once the collocation site is ready for the Requesting Party to install its equipment”.</i>
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Explanation:

TeO commented that the charges should be from the date the parties agree that the Requesting Party can start the installation of its equipment at the site.

Omantel responded that the Providing Party will only approve the request once the collocation is ready for installation. The Requesting Party can start the installation after receiving the approval of the Providing Party and therefore the Requesting Party shall pay the Providing Party from the date of approving the request.

In the light of Omantel’s explanation, the TRA considers the clause is admissible. However, for the avoidance of doubt, Omantel shall clarify this through adding to the clause the statement above.

103	4.3	<i>“For maintenance of its Equipment, the Requesting Party shall request access to the Co-location Site at least 2 Working Days in advance except for emergency cases and shall</i>	The text shall be amended as follows: <i>“For maintenance of its Equipment, the Requesting Party shall request access to the Co-location Site at least 2 Working Days in advance except for emergency cases and shall abide by Omantel’s procedures and instructions while at the Site. Emergency in this article</i>
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abide by Omantel's procedures and instructions while at the Site. Emergency in this article refers to any cause the will lead to danger to persons life or property." *refers to any cause that will lead to danger to persons' life or property. "Emergency" in this clause refers to any cause that will lead to danger to a person's life or property or adversely affect the provision of a telecommunications service, if not carried out at the time."*

Explanation:

TeO stated that it should be possible to pre-approve a list of Requesting Party employees, for immediate access without the need for additional requests. Omantel responded that it cannot agree to anything like this because of security concerns.

The TRA is of the view that it should be possible for Omantel to receive a list of employees which it shall approve on a one off basis and which shall be allowed to access the site subject to notice alone (i.e., where Omantel is not required to approve them on each occasion). As such, the RAIO shall be amended accordingly.

Further, the text does not allow for network emergencies and shall be amended for this as set out above.

104 4.4.2

"If either Party wishes to terminate the Contract after the completion of the Contract Term, it shall inform the other party, in writing, three (3) months before the completion of Contract Term, of its intent to terminate the Contract. If no notice is provided at least three (3) months before the completion of Contract, the Contract will be automatically renewed for the same Contract Term."

The text shall be amended as follows:

"If either Party wishes to terminate the Contract after the completion of the Contract Term, it shall inform the other party, in writing, three (3) months before the completion of Contract Term, of its intent to terminate the Contract. The Providing Party shall not terminate the Contract without the prior approval of the TRA. If no notice is provided at least three (3) months before the completion of Contract, the Contract will be automatically renewed on a monthly basis until the Requesting Party decides to terminate service having given the required notice. In the event that no notice has been served by the Requesting party within the three (3) months before the completion of Contract, Omantel shall have the right to notify the Requesting party that that unless the service is renewed within one month from the date of the notice it shall be terminated at the end of the term or within one month if it is on a monthly basis, provided that Omantel has prior approval from the TRA to terminate the Contract."

Explanation:

See explanation set out in reference to clauses 4.1.4.2 and 4.4.1.3 of Sub Annex C-FA 01 above.

105 4.5	<p><i>“Omantel has the right to suspend the Service in accordance with Clause 17 of the Main Agreement in case the Requesting Party is in breach of its obligation under this Agreement.”</i></p>	<p>Omantel shall correct the numbering of Clause 4.5 and its sub clauses.</p>
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Explanation:

The TRA notes that Clause 4.5 has two sub clauses: 4.5.3 and 4.5.6. Omantel shall therefore correct the numbering of this clause.

106 4.5.3	<p><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 the charges of the remaining period of the Contract Term.”</i></p>	<p>The text shall be amended 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 Omantel by virtue of the Service to the Requesting Party irrespective of the early termination of the Service. Such costs shall be quantified by Omantel and shall be paid by the Requesting party. Omantel shall substantiate such costs on request.”</i></p>
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Explanation:

See explanation set out in reference to clause 4.5.2 of Sub Annex C-FA 01 above.

107 4.7.3	<p><i>“The Requesting Party shall not sub lease the Co-location Space or his Equipment at the Co-location Site to any other party nor install a third party equipment at the Co-location Site.”</i></p>	<p>Omantel shall amend the text to state: <i>“The Requesting Party shall not sub lease the Co-location Space or his Equipment at the Co-location Site to any other party nor install a third party equipment (unless these are for its own use) at the Co-location Site”</i></p>
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Explanation:

Omantel was asked to exclude third party equipment for own use (i.e. in some cases equipment is not purchased but leased and technically still belongs to the third party.) to which Omantel responded that third party equipment means equipment belonging to a third party to be used for the purposes of that third party. If Omantel allows third party equipment, the access seeker can host a foreign party in Omantel's premises.

Omantel's understanding of the TRA's requirements is not correct. The TRA has asked for an express provision to be made to allow collocation of equipment which is for the use of the Requesting Party, even if that equipment is not owned outright by it.

108 4.8.2

“If Omantel determines that the interference poses an immediate risk identified in Clause 4.8.1; it may, withdraw physical access and at the Requesting Party cost, take measures necessary to prevent such Risk. Otherwise, Omantel may provide the Requesting Party with three (3) Working Days, notice to rectify the interference. After such time, if the interference continues, Omantel shall withdraw physical access and at the Requesting Party’s cost, take measures to prevent the interference.”

Omantel shall amend the text to state:

“If Omantel determines that the interference poses an immediate risk identified in Clause 4.8.1; it may withdraw physical access and at the Requesting Party cost, take measures necessary to prevent such Risk. Otherwise, Omantel may provide the Requesting Party with three (3) Working Days, notice to rectify the interference. After such time, if the interference continues, Omantel shall withdraw physical access and at the Requesting Party’s cost, take measures to prevent the interference. At the time of suspending such service, notice shall be served immediately of the event and the reasons given to the other Party and a copy of the same shall be sent to the TRA.”

Explanation:

TeO stated that this option should be deleted, as the Requesting Party shall always be given a reasonable time to rectify the problem itself. Omantel responded that if there is an immediate risk, only then will the access be withdrawn.

The TRA is satisfied that in line with Omantel’s obligation it shall not terminate a regulated A&I Service without prior TRA approval (Annex 1 (14) of the A&I Regulation). However, given the urgent nature of the events which could lead to suspension of the service, giving prior notification to TRA may not be possible in such cases. Rather, the TRA shall be notified immediately about the suspension and the reasons for this. This will allow the TRA to assess whether the immediate suspension was justified and if not to require its reinstatement. Given this, Omantel shall amend the text as set out above.

109 5.2

“Omantel shall use its best endeavors to have a Target Acceptance Date for the Service within 25 Working Days and shall not exceed 70 Working Days subject to feasibility.”

Omantel shall amend the text to state:

“Omantel shall have a Target Acceptance Date for the Service within twenty-five (25) Working Days and shall not exceed seventy (70) Working Days subject to feasibility, cooperation of the Requesting Party and any other third Party. This delivery date is subject to the Requesting Party having fully cooperated with Omantel and that there will be no delays caused by factors outside Omantel’s control such as, for example, due to the delay arising from the involvement of governmental entities.”

Explanation:

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

In relation to this clause, a stipulation can be added that this delivery date is subject to the Requesting Party and/or the end user having fully cooperated with Omantel and that there will be no delays caused by factors outside Omantel's control such as, for example, due to delays arising from the involvement of governmental entities.

110 5.3 *"The Requesting Party may only request the Service once every 2 weeks on a week day agreed between both Parties. Both Parties shall agree on the number of connections that can be submitted at a time."* This clause shall be deleted.

Explanation:

Whilst for other services, it is appropriate for Omantel to require orders to be batched, the TRA does not consider that this is necessary for colocation services. This is because such services are unlikely to be ordered on a frequent basis or in large number.

111 5.5 *"Omantel may reject a request for the Service if the pre-conditions for providing Co-location space have not been provided at the date of request."* The text shall be amended to state:
"Omantel may reject a request for the Collocation Service if the pre-conditions for providing Co-location space have not been provided at the date of request."

Explanation:

For avoidance of doubt, the term "Service" needs to be clarified to state that it is "Collocation Service".

112 5.6 *"If Omantel rejects the request, Omantel shall inform the Requesting party on the reasons."* Omantel shall add the following text at the end of the clause:
"... which shall be objectively justifiable, such as due to reasons of technical feasibility"

Explanation:

See explanation set out in reference to clause 6.7 of Sub Annex C-FA 01 above.

113 6.2 *"...Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges. Omantel shall inform the TRA Accordingly."* Omantel shall amend the text to state that:
"...Such cases will be dealt with on a case-by-case basis against mutually agreed timelines and charges and subsequently Omantel shall inform the TRA accordingly and obtain the necessary approvals from it. For the avoidance of doubt the cost of integration and testing of standard orders is included in the published NRC/set-up fee for the corresponding"

service and any such charges shall apply to items that could not reasonably be foreseen or in respect to special requirements from the Requesting Party during the provisioning of the services.”

Explanation:

See explanation set out in reference to clause 7.2 of Sub Annex C-FA 01 above.

Sub Annex C-FA 05 – Wholesale Line Rental

Sr. No.	Clause Reference in Second Draft RAIO	Reference text in Second Draft RAIO	Required Modifications
114	1.2	<i>“This Service is intended for voice communication. This Service is not allowed to be used for data applications.”</i>	This clause shall be removed.
Explanation: Calls are not only for voice services. A call to a dial up internet service or a fax machine is also a call.			
115	3.1.1	<i>“The Requesting Party has the opportunity to market its own voice telecommunication via Wholesale Line Rental Service offered by Omantel.”</i>	Omantel shall amend the text to state that: <i>“The Requesting Party has the opportunity to market its own telecommunications services offered via Wholesale Line Rental Service offered by Omantel.”</i>
Explanation: In the light of the decision above, this clause must be amended to remove the restriction to voice calls.			
116	4.1	<i>“The Wholesale Line Rental Service consist of the following separate components: (a) Lease-line connection (for billing purpose). (b) Customer premises line rental. (c) Traffic charges.”</i>	Omantel shall amend the text to state that: <i>“The Wholesale Line Rental Service consists of the following separate components: (a) Lease-line connection (b) Customer premises line rental. (c) Traffic charges.”</i>

Explanation:

TeO asked Omantel to clarify whether 4.1 (a) was for providing CDRs in real time.

Omantel responded that the Requesting Party can use the Wholesale Line for the purpose for which they have requested it. Given the response by Omantel, the TRA is of the view that this clause shall be amended by deleting the words “for billing purpose”.

117	5.1.2	<i>“The Wholesale Line Rental will be offered in location where Omantel has the copper connectivity to the Customer’s premise and it is subject to resources availability.”</i>	Omantel shall amend the text to state that: <i>“The Wholesale Line Rental will be offered in location where Omantel has the connectivity to the Customer’s premise and it is subject to resources availability.”</i>
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Explanation:

In light of the fact that (a) the MDD Decision does not distinguish between Wholesale Broadband Access services based on copper and fibre in Market 13; (b) Annex 3.3 of the A&I Regulation is technology neutral; (c) the requirement to provide a WLR service is based on dominance in telephony; and (d) the means of delivery is irrelevant as there is no technical difference in providing WLR over copper or fibre since it is a ‘virtual’ product, Omantel shall amend the relevant clause and shall delete the reference to copper connectivity.

118	5.1.3	<i>“Omantel shall offer the Wholesale Line Rental for only those Customers who have paid in full their outstanding balance of Services acquired from Omantel.”</i>	The TRA requires Omantel to amend the text as follows: <i>“Omantel shall offer the Wholesale Line Rental for only those Customers who have paid in full their outstanding balance for this Service acquired from Omantel. Omantel may refuse to provide such a Service where the Customer has any amount outstanding for this specific Service to Omantel, however for the avoidance of doubt, even if Omantel exercises its discretion to provide the Service to an end Customer, this is without prejudice to its right to pursue a claim for the amount due from the end Customer.”</i>
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Explanation:

See explanation set out in reference to clause 4.1.3 of Sub Annex C-FA 01 above.

119	5.1.6	<i>“The number of connectivity requests to Customer locations should be the same in every region.”</i>	Omantel shall delete this clause.
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Explanation:

See explanation set out in reference to clause 4.1.6 of Sub Annex C-FA 01 above.

120	5.2.1	<i>“...The Requesting Party shall also provide “No objection” letter from the former Service provider (Third Party Operator or Omantel) in case the Customer is an active customer.”</i>	The text shall be amended as below: <i>“...The Requesting Party shall also provide a “No objection” letter from the former Service provider (Third Party Operator excluding Omantel) in case the Customer is an active customer.”</i>
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Explanation:

See explanation set out in reference to clause 4.2.1 of Sub Annex C-FA 01 above.

121 5.4.2.1	<i>“If either Party wishes to terminate the contract after the completion of the Contract Term, it shall inform the other party, in writing, one (1) month before the completion of Contract Term, of its intent to terminate the Contract.”</i>	<p>This clause shall be amended to state:</p> <p><i>“If either Party wishes to terminate the contract after the completion of the Contract Term, it shall inform the other party, in writing, one (1) month before the completion of Contract Term, of its intent to terminate the Contract. The Providing Party can terminate the contract as stated above if it has good reasons which it shall specify in the notification for terminating the service. However, the Providing Party shall not terminate the Contract without the prior approval of the TRA.”</i></p>
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Explanation:

Omantel needs to amend this clause to state that any contract termination instigated by itself (rather than the Requesting Party) is subject to pre-approval by the TRA.

122 5.4.2.2	<i>“If no notice is provided at least one (1) month before the completion of Contract, the Contract will be automatically renewed on monthly rolling basis.”</i>	<p>The text shall be amended as follows:</p> <p><i>“If no notice is provided at least three (3) months before the completion of Contract, the Contract will be automatically renewed on a monthly basis until the Requesting Party decides to terminate service having given the required notice. In the event that no notice has been served by the Requesting Party within the three (3) months before the completion of Contract, Omantel shall have the right to notify the Requesting Party that unless the service is renewed within one month from the date of the notice, it shall be terminated at the end of the term or within one month if it is on a monthly basis, provided that Omantel has prior approval from the TRA to terminate the Contract.”</i></p>
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Explanation:

See explanation set out in reference to clause 4.4.1.3 of Sub Annex C-FA 02 above.

123 5.4.4	<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 the charges of the remaining period of the Contract Term.”</i>	<p>Omantel shall amend the text to state that:</p> <p><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 (and not otherwise recovered) or will unavoidably be incurred by Omantel by virtue of the Service to the Requesting Party irrespective of the early termination of the Service.”</i></p>
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Such costs shall be quantified by Omantel and shall be paid by the Requesting Party. Omantel shall substantiate such costs on request.”

Explanation:

See explanation in the context of clause 4.5.2 in Sub Annex C-FA 01.

124 7.3	<i>“Omantel shall target a delivery time of 30 Working Days subject to feasibility, cooperation of the Requesting Party and/ or his customer and any other third Party”</i>	Omantel shall amend the text to state that: <i>“Omantel shall target a delivery time of no more than five (5) Working Days subject where the site has been prepared for CPS routed calls. This delivery date is subject to the Requesting Party and/ or the end user having fully cooperated with Omantel and that there will be no delays caused by factors outside Omantel’s control such as, for example, due to the delay arising by the involvement of governmental entities.”</i>
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Explanation:

Assuming the site has been prepared for CPS routed calls, this process is mostly subject administrative and anti-slamming processes. There will be some network data changes, but these should be small. As such, a shorter delivery time of 5 Working Days is appropriate. All delivery time issues were raised for industry comments. See Annex 1.1 for the decision on timescales.

See explanation set out in reference to clause 6.1 of Sub Annex C-FA 01 above.

125 7.4	<i>“The Requesting Party may only request the Service once every two (2) weeks 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>	Omantel shall amend the text as follows: <i>“The Requesting Party 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>
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Explanation:

See explanation set out in reference to clause 6.4 of Sub Annex C-FA 01 above.

126 7.6	<i>“If Omantel rejects the request, Omantel shall inform the Requesting Party on the reasons.”</i>	Omantel shall add the following text to the end of the clause: <i>“... which shall be objectively justifiable such as technical feasibility problems.”</i>
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Explanation:

See explanation set out in reference to clause 6.7 of Sub Annex C-FA 01 above.

127	8.2	<i>“...Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges.”</i>	Omantel shall amend the text to state that: <i>“...Such cases will be dealt with on a case-by-case basis against mutually agreed timelines and charges. Omantel shall inform the TRA accordingly and obtain the necessary approvals from it. For the avoidance of doubt, the cost of integration and testing of standard orders is included in the published NRC/ set-up fee for the corresponding service and any such charges shall apply to items that could not reasonably be foreseen or in respect to special requirements from the Requesting Party during the provisioning of the services.”</i>
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Explanation:

See explanation set out in reference to clause 7.2 of Sub Annex C-FA 01 above.

128	9.3	<i>“In case no fault is found from Omantel’s side, the Requesting Party shall compensate Omantel for all reasonably incurred costs to investigate the fault.”</i>	Omantel shall add to the end of the clause: <i>“...which Omantel shall be able to substantiate on request”.</i>
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Explanation:

See explanation set out in reference to clause 8.3 of Sub Annex C-FA 01 above.

Sub Annex C-FA 06 – Bitstream Layer 2

Sr. No.	Clause Reference in Second Draft RAIO	Reference text in Second Draft RAIO	Required Modifications
129	General		See explanation below.
Explanation:			
TeO commented that it saw no difference between the Layer 2 and Layer 3 services, as described as part of clause 3.3.1. It therefore requested that the TRA seeks more detailed technical specifications for both services and in accordance with the A&I Regulation.			
Omantel responded that the services are almost the same, with the difference being as set out by the TRA in its definition of these services in the Regulation. In response to TeO's question, Omantel also stated the following:			
<ol style="list-style-type: none"> 1. That it is open to offer any specific bandwidth requested by the Requesting Party on the backbone network. 2. In both layer 2 and layer 3 services, Omantel will offer the connectivity based on the standard specified by the TRA. 3. The connectivity between the end customer and the Requesting Party will be seamless. Omantel will control the total bandwidth offered through the HDSL card. However, the bandwidth control to the end customer will depend on the quality of the last mile deployed. Omantel will ensure that the quality offered to Omantel retail customers will be offered to the Requesting Party customer as well. As far as rate limiting the bandwidth for the end customer as per the package, the Requesting Party can do it on IP level in their BRAS or at router level and in similar way, the contention ratio and bandwidth shaping will also be in control of the Receiving Party and not Omantel. 			
In light of the discussions held during the industry meeting, the TRA is satisfied that Omantel's replies adequately meet the concerns raised. However, for the avoidance of doubt, the above statements made by Omantel in response to TeO's question shall be included in the RAIO.			
130	3.3.3	<i>"Last Mile copper connectivity to each Customer upon his request."</i>	Omantel shall amend the text to state that: <i>"Last Mile connectivity to each Customer upon his request."</i>

Explanation:

As part of its written submission after the industry meeting, TeO stressed that it is important that the Bitstream service offering is not only limited to ADSL and copper lines, as this would allow Omantel to build a new dominant sub-market based on Fixed Wireless Access (e.g. LTE) and/or fibre access connections. TeO expects the Bitstream service offering to include any fixed access broadband services, independent of technology and customer segment.

Omantel stated that the design of Omantel fibre network is to cater for one operator, unlike the OBC network which can cater for up to three operators. In addition, it argued that it is not dominant in the Fibre connectivity market and therefore, the same can only be offered on copper.

The TRA reminds Omantel that Annex 3.3 of the A&I Regulation defines the service as follows: *“Bitstream Layer 2 is Fixed Wholesale Access Service comprising the conveyance of IP messages (packets) from a customer’s broadband line, across the Providing Party’s network to a Point of Interconnection with the Requesting Party for onward connection to the destination defined by the IP address in each IP message. Such messages are routed to a particular Requesting Party according to a pre-determined nomination by the originating customer. The interface at the Point of Interconnection uses a Layer 2 technology, such as Asynchronous Transfer Mode (ATM — ITU Recommendation I.150) or Ethernet (IEEE 802.3)”*.

This definition does not, therefore, restrict the service to copper. Furthermore, the MDD Decision also does not distinguish between services based on copper and fibre in Market 13. As such, Omantel is not right to restrict this service to its copper network and this was not the intention of the MDD Decision or the A&I Regulation. Indeed, the A&I Regulation is technology neutral. Omantel shall therefore amend this clause to extend the service to all technologies used in its access network.

131 3.6	<p><i>“The Requesting Party shall request the connectivity between the Requesting Party Equipment Co-located at Omantel’s Premises in the location specified by the Requesting Party at an additional cost.”</i></p>	<p>The clause shall be amended by adding the following text: <i>“Where the Requesting Party wishes to carry out on its own the necessary works for their own connectivity service between the Requesting Party’s equipment Co-located at Omantel premises in the location specified by the Requesting Party, Omantel shall so enable the Requesting Party subject to appropriate security measures being in place. If any costs arise from the security measures e.g. supervising staff, these shall be objectively justified and subject to substantiation on request”.</i></p>
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Explanation:

TeO commented that the Requesting Party should be allowed to use their own or third party connectivity services for this.

Omantel responded that it does not allow third parties to work in its collocation space as there is other licensee equipment also hosted in the same space and from a security point of view, it does not allow any third party to make any connection that may harm other licensee’s services or Omantel’s own services.

The TRA, having considered Omantel’s reply, finds it unacceptable. By the nature of the service, all collocation centres, by definition, will have multiple operators in them and suitable security arrangements will have been made as a matter of course. These may include supervision by

Omantel staff, access logging, equipment caging, video surveillance etc. Thus, Omantel must amend the clause to allow the Requesting Party, subject to appropriate security being in place, to carry out the necessary works and provide their own connectivity services.

132 4.1.3	<i>“Omantel shall offer the Service to only those Customers who have paid in full their outstanding balance for Services acquired from Omantel”</i>	The TRA requires Omantel to amend the text as follows: <i>“Omantel shall offer the Service for only those Customers who have paid in full their outstanding dues for this Service acquired from Omantel. Omantel may refuse to provide such a Service where the Customer has any amount outstanding for this specific Service to Omantel. However, for the avoidance of doubt, even if Omantel exercises its discretion to provide the Service to an end Customer, this is without prejudice to its right to pursue a claim for the amount due from the end Customer.”</i>
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Explanation:

See explanation in the context of clause 4.1.3 in Sub Annex C-FA 01.

133 4.1.6	<i>“The number of connections requested to Customer locations should be same in every region.”</i>	Omantel to remove this clause.
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Explanation:

See explanation set out in reference to clause 4.1.6 of Sub Annex C-FA 01 above.

134 4.2.3	<i>“...The Requesting Party shall also provide a “No objection” letter from the former Service provider (Third Party Operator or Omantel) in case the Customer is an active Customer.”</i>	The text shall be amended to expressly exclude Omantel. <i>“...The Requesting Party shall also provide a “No objection” letter from the former Service provider (Third Party Operator excluding Omantel) in case the Customer is an active Customer.”</i>
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Explanation:

See explanation set out in reference to clause 4.2.1 of Sub Annex C-FA 01 above.

135 4.2.10	<i>“The Requesting Party shall be responsible for content of data conveyed and the network safety and protection required by the authorities in the Territory.”</i>	Omantel shall amend the text to state: <i>“The Requesting Party shall be responsible for taking all remedial steps where the content of data conveyed by the end user is abusive or illegal or the end user is using the service in</i>
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a way that puts network safety at risk. The Requesting Party shall pursue such matters with the relevant authorities of Oman.”

Omantel shall further correct the numbering of Section 4 to rectify duplication of clause number 4.4.1.

Explanation:

Omantel was asked to explain the purpose of this clause, given that no operator can be responsible for the content a customer sends over a telecommunications service, and which inherently ought to be confidential. As part of its response to the TRA, Omantel confirmed that this clause means that if the customer is found to be sending or receiving abusive or illegal material, it is the Requesting Party’s duty to pursue that this with the customer and the authorities, as it is their customer, and not Omantel’s. Furthermore, it stated that the content can be blocked by the Requesting Party in accordance with the country’s policy.

The TRA believes that Omantel’s explanation is reasonable. However, as drafted, the clause in the Second Draft RAIO does not reflect this clearly. Therefore, Omantel shall amend the text as specified above.

136 4.3.2	<i>“The monthly fees for the increased bandwidth will be applicable from the month during which the upgrade is performed.”</i>	The text shall be amended as follows: <i>“The monthly fees for the increased bandwidth will be applicable from the date that the upgrade is performed.”</i>
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Explanation:

Omantel was asked to explain why this fee is applied to a full month rather than being pro-rated from the date of the upgrade. As part of its response to the TRA, Omantel stated that the aim of this clause is to ensure consistency and simplicity in the billing process. In its view, the same will reduce the probability that a dispute might rise over the billing of the upgrade.

The TRA does not consider that the reasons stated by Omantel are valid, especially given that Omantel has not applied the same for decreases in monthly fees. As such, Omantel shall amend the clause so as to state that revised fees shall apply from the date that the upgrade is performed to reflect the cost of the service actually supplied.

137 4.3.4	<i>“Changes other than upgrading the bandwidth shall be considered as a termination of the existing service and an Order of a new one”</i>	The clause shall be amended as follows: <i>“Changes other than upgrading the bandwidth shall be considered as a termination of the existing service and an Order of a new one. A downgrade of no more than 5% of the relevant capacity provided to the Requesting Party within the relevant minimum contract</i>
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period shall be acceptable and shall not be treated as termination of the service. For the avoidance of doubt, a downgrade after the minimum contract period has expired shall not require a termination and reorder.”

Explanation:

TeO commented that downgrading the bandwidth shall also be possible without having to terminate and re-order.

Omantel responded that it is allowing the downgrade, but it has to be considered as termination followed by a new order. Each service has a contractual period that should be honoured. The downgrade can happen after the expiry of the initial contract terms, with a notice. In addition, if a downgrade is allowed, there is a high risk of the Requesting Party abusing this to terminate contracts by simply downgrading the service to a minimum quantity/capacity instead of paying the termination charges.

The TRA notes that a downgrade after the minimum contract period has expired would not require a termination and reorder. Therefore, for the avoidance of doubt, the TRA requires that this shall be reflected in the wording of the RAIO.

Omantel may retain the provision that a downgrade may be treated as termination. However, it shall also stipulate that a downgrade of no more than 5% of the relevant capacity provided to the access seeker within the relevant minimum contract period shall be acceptable and shall not be treated as termination of the service.

138 4.4.1.1 *“The minimum Contract Term is three (3) Years.”* Omantel shall amend the text to state that: *“The minimum Contract Term is one (1) Year.”*

Explanation:

See explanation set out in reference to clause 4.4.1.1 of Sub Annex C-FA 01 above.

139 4.4.1.2 *“If either Party wishes to terminate the contract after the completion of the Contract Term, it shall inform the other party, in writing, three (3) months before the completion of Contract Term, of its intent to terminate the Contract. The Requesting Party shall be responsible for the consequences”* Omantel shall amend this clause as follows: *“If either Party wishes to terminate the contract after the completion of the Contract Term, it shall inform the other party, in writing, three (3) months before the completion of Contract Term, of its intent to terminate the Contract. The Requesting Party shall be responsible for the consequences if it terminated the Service with active Customer on his network. The Providing Party shall only terminate the Contract with the prior approval of the TRA.”*

if it terminated the Service with active Customer on his network.”

Explanation:

See explanation set out in reference to clause 4.4.1.2 of Sub Annex C-FA 01 above.

140 4.4.1.3	<i>“If no notice is provided at least three (3) months before the completion of Contract, the Contract will be automatically renewed for the same Contract Term”</i>	Omantel shall amend the text to state that: <i>“If no notice is provided at least three (3) months before the completion of Contract, the Contract will be automatically renewed on a monthly basis until the Requesting Party decides to terminate services having given the required notice. In the event that no notice has been served by the Requesting Party within the three (3) months before the completion of Contract, Omantel shall have the right to notify the Requesting Party that unless the service is renewed within one month from the date of the notice, it shall be terminated at the end of the term or within one month if it is on a monthly basis, provided that Omantel has prior approval from the TRA to terminate the Contract.”</i>
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Explanation:

See explanation set out in reference to clause 4.4.1.3 of Sub Annex C-FA 01 above.

141 4.4.1.4	<i>“Omantel has the right to suspend the Service in accordance to Clause 17 of the Main Agreement in case the Requesting Party is in breach of its obligation under this Agreement. The Requesting Party shall be responsible of all consequences of this act.”</i>	Omantel shall amend the text to state that: <i>“Omantel has the right to suspend the Service in accordance with Clause 17 of the Main Agreement in case the Requesting Party is in breach of its obligation under this Agreement.”</i>
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Explanation:

See explanation set out in reference to clause 4.5 of Sub Annex C-FA 01 above.

142 4.4.2	<i>“Termination of the Service by the Requesting Party before the expiration of the Contract Term is subject to an early Termination Fee</i>	Omantel shall amend the clause to state that: <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 Omantel by virtue of the Service to the</i>
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equal to the charges of the remaining period of the Contract Term.”

Requesting Party irrespective of the early termination of the Service. Such costs shall be quantified by Omantel and shall be paid by the Requesting party. Omantel shall substantiate such costs on request”

Explanation:

See explanation set out in reference to clause 4.5.2 of Sub Annex C-FA 01 above.

143 6.2.1

“Backbone Capacity and the Network to Network connectivity: Omantel shall provide the Service within (3) three months subject to feasibility, cooperation of the Requesting Party and any other third Party.”

Omantel shall amend the clause to state that:

“Backbone Capacity and the Network to Network connectivity: Omantel shall provide the Service within no more than ten (10) to twenty (20) Working Days subject to feasibility, cooperation of the Requesting Party and any other third Party. This delivery date is subject to the Requesting Party having fully cooperated with Omantel and that there will be no delays caused by factors outside Omantel’s control such as, for example, due to the delay arising from the involvement of governmental entities.”

Explanation:

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

See also explanation set out in reference to clause 6.1 of Sub Annex C-FA 01 above.

144 6.2.3

“Connectivity to each Customer: Omantel shall target a delivery time of 30 Working Days subject to feasibility, cooperation of the Requesting Party and/ or his customer and any other third Party.”

Omantel shall amend the clause to state that:

“Connectivity to each Customer: Omantel shall provide the Services within five (5) Working Days where customer is already using broadband and within ten to twenty (10-20) Working Days where customer is not using broadband subject to feasibility, cooperation of the Requesting Party and/ or his customer and any other third Party. This delivery date is subject to the Requesting Party and/ or the end user having fully cooperated with Omantel and that there will be no delays caused by factors outside Omantel’s control such as, for example, due to the delay arising from the involvement of governmental entities.”

Explanation:

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

145 6.2.4	<p><i>“The Requesting Party in respect the connectivity to each Customer order may only request the Services once every two (2) weeks on a week day agreed between both parties. Both Parties shall agree on the number of connections that can be submitted at each time.”</i></p>	<p>Omantel shall amend the clause to state that: <i>“The Requesting Party in respect of the connectivity to each Customer order may only request the Services 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 each time.”</i></p>
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Explanation:

See explanation set out in reference to clause 6.4 of Sub Annex C-FA 01 above.

146 6.2.7	<p><i>“If Omantel rejects the Requesting Party request, Omantel shall inform the Requesting Party on the reasons.”</i></p>	<p>Omantel shall add the following text at the end of the clause: <i>“... which shall be objectively justifiable such as technical feasibility problems”</i></p>
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Explanation:

Omantel was asked to provide a list of reasons in the RAIO for which the request can be rejected, including, for example, where it is objectively technically not feasible.

Omantel responded that failure of feasibility is the main reason why Omantel may reject a request. However, there could be other reasons which can only be known and specified after the feasibility study is performed.

Given the above, Omantel may add a text referring to rejections of requests, as long as these reasons are objectively justifiable.

147 7.2	<p><i>“....Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges.”</i></p>	<p>Omantel shall amend the clause to state that: <i>“...Such cases will be dealt with on a case-by-case basis against mutually agreed timelines and charges and subsequently. Omantel shall inform the TRA accordingly and obtain the necessary approvals from it. For the avoidance of doubt, the cost of integration and testing of standard orders is included in the published NRC/ set-up fee for the corresponding service and any such charges shall apply to items that could not reasonably be foreseen or in respect to special requirements from the Requesting Party during the provisioning of the services.”</i></p>
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Explanation:

See explanation set out in reference to clause 7.2 of Sub Annex C-FA 01 above.

148 8.3 *“In case no Fault is found from Omantel side, the Requesting Party shall compensate Omantel the reasonably incurred cost for fault reporting.”* Omantel shall further add the following text at the end of the clause: *“...which Omantel shall be able to substantiate on request”.*

Explanation:

See explanation set out in reference to clause 8.3 of Sub Annex C-FA 01 above.

Sub Annex C-FA 07 – Bitstream Layer 3

Sr. No.	Clause Reference in Second Draft RAI0	Reference text in Second Draft RAI0	Required Modifications
149	3	<i>"Bitstream Layer 3 Services"</i>	See explanation below

Explanation:

During the industry meeting, Omantel was asked to describe the bitstream services included in its draft RAI0 and how, in its view, these meet the principles laid out in the A&I regulation (i.e., that Omantel should provide bitstream products which allow the access seeker to select different parameters in terms of bandwidth, symmetrically, contention ratio and traffic shaping, so that access seekers can differentiate their retail products from Omantel's). The Access Seekers were then asked to indicate what, if any, alternative bitstream services they require and for which they have a clear demand.

During the industry meeting, Omantel further confirmed that its current bitstream offerings would allow OLOs to select different parameters on both L2 and L3 products (bandwidth, contention ratio and traffic routing/shaping).

TeO was of the view that the current service annexes were not detailed enough on some of the technical aspects of the products:

1. Whether the bitstream services would provide full MSAN port capacity
2. TeO also stated that bitstream should also cover fibre (i.e., that it is important that the Bitstream service offering is not only limited to ADSL and copper lines, as this could allow Omantel to build a new dominant position in a sub-market based on Fixed Wireless Access (e.g. LTE) and/or fibre access connections). Instead, the bitstream service offering should include any fixed access broadband services, independent of technology and customer segment.

As part of its written response, Omantel then provided the following responses to the questions raised on the technical aspects of its Bitstream services during the meeting:

1. The backbone capacity (rings) in respect of bandwidth. Omantel is open to offer any specific bandwidth requested by the Requesting Party on the backbone network.
2. The aggregation point and the difference in point of access between L2 and L3. In Layer 2 and layer 3, Omantel will offer the connectivity based on the standard specified by the TRA.

3. Omantel control the customer bandwidth and therefore the Access Seeker will not be able to offer the required bandwidth to the end user unless they are enabled by Omantel. The connectivity between the end customer and the Requesting Party will be seamless. Omantel will control the total bandwidth offered through the HDSL card. However, the bandwidth control to the end customer will depend on the quality of the last mile deployed. Omantel will ensure that the quality offered to Omantel retail customers will be offered to the Requesting Party customer as well. As far as rate limiting the bandwidth for the end customer as per the package, the Requesting Party can do it on IP level in their BRAS or at router level and in similar way the contention ratio, and bandwidth shaping will also be in control of the Requesting Party and not Omantel.

In light of the discussions held during the Industry meeting, the TRA is satisfied that Omantel's replies adequately meet the concerns raised. However, for the avoidance of doubt the above statements it has made in response to TeO's questions shall be included in the RAIO.

Also, subject to technical feasibility, bitstream services shall be technological neutral (i.e. cover fibre, copper and fixed-wireless technologies), in line with the market definitions in the MDD Decision. See also explanation set out for clause 3.3.3 of Sub-Annex C-FA 06 above.

- 150** 3.3.3 *"Last Mile copper connectivity to each Customer upon his request."* Omantel shall amend the clause to state that:

"Last Mile connectivity to each Customer upon his request."

Explanation:

See explanation set out in reference to clause 3.3.3 of Sub Annex C-FA 06 above.

- 151** 3.6 *"The Requesting Party shall request the connectivity between the Requesting Party's equipment Co-located at Omantel premises in the location specified by the Requesting Party at an additional cost."* The clause shall be amended by adding the following text:
"Where the Requesting Party wishes to carry out the necessary works for their own connectivity service between the Requesting Party's equipment co-located at Omantel premises in the location specified by the Requesting Party, Omantel shall enable the Requesting Party subject to appropriate security measures being in place. If any costs arise from the security measures e.g. supervising staff, these shall be objectively justified and subject to substantiation on request".

Explanation:

See explanation set out in reference to clause 3.6 of Sub Annex C-FA 06 above.

- 152** 4.1.3 *"Omantel shall offer the Bitstream Layer 3 to those Customers who have paid in full their"* TRA requires Omantel to amend the text as follows:

outstanding dues for Services acquired from Omantel”

“Omantel shall offer the Bitstream Layer 3 to those Customers who have paid in full their outstanding dues for this Service acquired from Omantel. Omantel may refuse to provide such a Service where the Customer has any amount outstanding for this specific Service to Omantel, however for the avoidance of doubt, even if Omantel exercises its discretion to provide the Service to an end Customer, this is without prejudice to its right to pursue a claim for the amount due from the end Customer.”

Explanation:

See explanation set out in reference to clause 4.1.3 of Sub Annex C-FA 01 above.

153 4.1.6 *“The number of connectivity’s requested to Customer locations should be same in every region”*

Omantel shall remove this clause.

Explanation:

See explanation set out in reference to clause 4.1.6 of Sub Annex C-FA 01 above.

154 4.2.2 *“The Requesting Party shall request the Bitstream Level 3 Services specifying required capacity on Omantel’s Backbone network”*

This clause shall be deleted.

Explanation:

Omantel agreed to remove this clause as its contents are covered in the previous clause (i.e. clause 4.2.1).

155 4.2.3 *“.....The Requesting Party shall also provide a “No objection” letter from the former Service provider (Third Party Operator or Omantel) in case the Customer is an active customer.”*

The text shall be amended to expressly exclude Omantel:
“...The Requesting Party shall also provide a “No objection” letter from the former Service provider (Third Party Operator excluding Omantel) in case the Customer is an active customer.”

Explanation:

See explanation set out in reference to clause 4.2.1 of Sub Annex C-FA 01 above.

156 4.2.9 *“The Requesting Party shall be responsible for content of data conveyed and the Network*

Omantel shall amend the clause to state that:

safety and protection required by the authorities in the Territory.”

“The Requesting Party shall be responsible to take all reasonable steps where the content of data conveyed by the end user is abusive or illegal or is using it in a way that put the network safety at risk and shall pursue the matter with the relevant authorities of Oman.”

Explanation:

See explanation set out in reference to clause 4.2.10 of Sub Annex C-FA 06.

157 4.3.2

“Monthly fees for the increased bandwidth will be applicable from the month during which the upgrade is performed.”

The text shall be amended as follows:

“Monthly fees for the increased bandwidth will be applicable from the date that the upgrade is performed.”

Explanation:

See explanation in the context of clause 4.3.2 in Sub Annex C-FA 06 above.

158 4.3.4

“Changes other than upgrading the bandwidth shall be considered as a termination of the existing service and an Order of a new one.”

The clause shall be amended as follows:

“Changes other than upgrading the bandwidth shall be considered as a termination of the existing service and an Order of a new one. A downgrade of no more than 5% of the relevant capacity provided to the Requesting Party within the relevant minimum contract period shall be acceptable and shall not be treated as termination of the service. For the avoidance of doubt, a downgrade after the minimum contract period has expired shall not require a termination and reorder.”

Explanation:

See explanation on clause 4.3.4 in Sub Annex C-FA 06 above.

159 4.4

“Contract Terms and Termination:”

Omantel to revise the numbering of the sub-clauses under clause 4.4.

Explanation:

The numbering of the sub-clauses is incorrect and requires revision.

160 4.4.1.2

“If either Party wishes to terminate the contract after the completion of the Contract Term, it shall inform the other party, in writing, one (1) month before the completion

The text shall be amended as follows:

“If either Party wishes to terminate the contract after the completion of the Contract Term, it shall inform the other party, in writing, one (1) month before the completion of Contract Term of its intent to terminate the Contract. The Providing Party shall not terminate the Contract without the prior approval of the TRA.”

of Contract Term, of its intent to terminate the Contract.”

Explanation:

Omantel needs to amend this clause to state that any contract termination instigated by itself (rather than the Requesting Party) is subject to pre-approval by the TRA.

161 4.4.1.3

“If no notice is provided at least one (1) month before the completion of Contract, the Contract will be automatically renewed on monthly rolling basis.”

The text shall be amended as follows:

“If no notice is provided at least three (3) months before the completion of Contract, the Contract will be automatically renewed on a monthly basis until the Requesting Party decides to terminate service having given the required notice. In the event that no notice has been served by the Requesting Party within the three (3) months before the completion of Contract, Omantel shall have the right to notify the Requesting Party that unless the service is renewed within one month from the date of the notice, it shall be terminated at the end of the term or within one month if it is on a monthly basis, provided that Omantel has prior approval from the TRA to terminate the Contract.”

Explanation:

See explanation set out in reference to clause 4.4.1.3 of Sub Annex C-FA 02 above.

162 4.4.1.4

“Omantel has the right to suspend the Service in accordance to Clause 17 of the Main Agreement in case the Requesting Party is in breach of its obligation under this Agreement. The Requesting Party shall be responsible of all consequences of this act.”

Omantel shall amend the clause to state that:

“Omantel has the right to suspend the Service in accordance with Clause 17 of the Main Agreement in case the Requesting Party is in breach of its obligation under this Agreement.”

Explanation:

See explanation set out in reference to clause 4.5 of Sub Annex C-FA 01 above.

163 4.4.2

“Termination of the Service by the Requesting Party before the expiration of the Contract Term is subject to an early Termination Fee

Omantel shall amend the clause to state that:

“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 Omantel by virtue of the Service to the

equal to the charges of the remaining period of the Contract Term.” Requesting Party irrespective of the early termination of the Service. Such costs shall be quantified by Omantel and shall be paid by the Requesting party. Omantel shall substantiate such costs on request.”

Explanation:

See explanation set out in reference to clause 4.5.2 of Sub Annex C-FA 01 above.

164 4.4.5.1 *“The minimum Contract Term is three (3) Years.”* Omantel shall amend the clause to state that:
“The minimum Contract Term is one (1) Year.”

Explanation:

See explanation set out in reference to clause 4.4.1.1 of Sub Annex C-FA 01 above.

165 4.4.5.2 *“If either Party wishes to terminate the contract after the completion of the Contract Term, it shall inform the other party, in writing, three (3) months before the completion of Contract Term, of its intent to terminate the Contract. The Requesting Party shall be responsible for the consequences if it terminated this Service with active Customer on its network.”* Omantel shall amend this clause as follows:
““If either Party wishes to terminate the contract after the completion of the Contract Term, it shall inform the other Party, in writing, three (3) months before the completion of Contract Term, of its intent to terminate the Contract. The Requesting Party shall be responsible of the consequences if it terminated the Service with active Customer on his network. The Providing Party shall not terminate the Contract without the prior approval of the TRA.”

Explanation:

Omantel needs to amend this clause to state that any contract termination instigated by itself (rather than the Requesting Party) is subject to pre-approval by the TRA.

166 4.4.5.3 *“If no notice is provided at least three (3) months before the completion of Contract, the Contract will be automatically renewed for the same Contract Term”* Omantel shall amend the clause to state that:
“If no notice is provided at least three (3) months before the completion of Contract, the Contract will be automatically renewed for on a monthly basis until the Requesting Party decides to terminate the service having given the required notice. In the event that no notice has been served by the Requesting Party within the three (3) months before the completion of Contract, Omantel shall have the right to notify the Requesting Party that unless the service is renewed within one month from the date of the notice, it shall be terminated at

the end of the term or within one month if it is on a monthly basis, provided that Omantel has prior approval from the TRA to terminate the Contract..”

Explanation:

See explanation on clause 4.4.1.3 in Sub Annex C-FA 01 above.

167 6.2	<i>“Backbone Capacity and the Network to Network connectivity: Omantel shall provide the Services within (3) three months subject to feasibility cooperation of the Requesting Party and any other third Party.”</i>	<i>Omantel shall amend the clause to state that: “Backbone Capacity and the Network to Network connectivity: Omantel shall provide the Services within no more than ten (10) to twenty (20) Working Days subject to feasibility, cooperation of the Requesting Party and any other third Party. This delivery date is subject to the Requesting Party having fully cooperated with Omantel and that there will be no delays caused by factors outside Omantel’s control such as, for example, due to the delay arising from the involvement of governmental entities.”</i>
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Explanation:

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

See also explanation set out in reference to clause 6.1 of Sub Annex C-FA 01 above.

168 6.4	<i>“Connectivity to each Customer: Omantel shall target a delivery time of 30 Working Days subject to feasibility, cooperation of the Requesting Party and/ or his customer and any other third Party.”</i>	<i>Omantel shall amend the clause to state that: “Connectivity to each Customer: Omantel shall provide the Services within five (5) Working Days where customer is already using broadband and within ten to twenty (10-20) Working Days where customer is not using broadband subject to feasibility, cooperation of the Requesting Party and/ or his customer and any other third Party. This delivery date is subject to the Requesting Party and/ or the end user having fully cooperated with Omantel and that there will be no delays caused by factors outside Omantel’s control such as, for example, due to the delay arising from the involvement of governmental entities.”</i>
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Explanation:

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

See explanation set out in reference to clause 6.3 of Sub Annex C-FA 01 above.

169	6.5	<i>“The Requesting Party in respect the connectivity to each Customer order may only request the Service once every two (2) weeks 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>	Omantel shall amend the clause to state that: <i>“The Requesting Party in respect the connectivity to each Customer order 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>
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Explanation:

See explanation set out in reference to clause 6.4 of Sub Annex C-FA 01 above.

170	6.6.2	<i>“If Omantel rejects the Requesting Party’s request, Omantel shall inform the Requesting Party of the reasons.”</i>	Omantel shall add the following text at the end of the clause: <i>“... which shall be objectively justifiable such as technical feasibility problems”</i>
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Explanation:

See explanation set out in reference to clause 6.7 of Sub Annex C-FA 01 above.

171	7.2	<i>“..Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges. Omantel shall inform the TRA accordingly”</i>	Omantel shall amend the clause to state that: <i>“...Such cases will be dealt with on a case-by-case basis against mutually agreed timelines and charges. Omantel shall inform the TRA accordingly and obtain the necessary approvals. For the avoidance of doubt, the cost of integration and testing of standard orders is included in the published NRC/ set-up fee for the corresponding service and any such charges shall apply to items that could not reasonably be foreseen or in respect to special requirements from the Requesting Party during the provisioning of the services.”</i>
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Explanation:

See explanation set out in reference to clause 7.2 of Sub Annex C-FA 01 above.

172	8.1.2	<i>“In case no fault is found from Omantel’s side, the Requesting Party shall compensate Omantel for all reasonably incurred costs to investigate the fault.”</i>	Omantel shall add the below text at the end of the clause: <i>“... which Omantel shall be able to substantiate on request.”</i>
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Explanation:

See explanation set out in reference to clause 8.3 of Sub Annex C-FA 01 above.

Sub Annex C-FA 08 – Wholesale Transmission

Sr. No.	Clause Reference in Second Draft RAI0	Reference text in Second Draft RAI0	Required Modifications
173	2.1	<i>“The definitions in Annex L shall apply to this Sub Annex C-FA 06 in addition to the following definitions:”</i>	Omantel to amend the clause as follows: <i>“The definitions in Annex L shall apply to this Sub Annex C-FA 08 in addition to the following definitions:”</i>
<p>Explanation: The reference to Sub Annex C-FA 06 shall be changed to Sub Annex C-FA 08.</p>			
174	3.1	<i>“Omantel offers the Requesting Party the possibility to have connectivity between its Network and Omantel’s Network for Access purposes through Transmission Service.”</i>	<p>Clause 3.1 shall be amended as follows: <i>“Omantel offers the Requesting Party the Transmission Services to provide connectivity between: -</i></p> <ul style="list-style-type: none"> <i>A. A point in the Omantel Network and a point in the Requesting Party’s network,</i> <i>or</i> <i>B. Two points in the Requesting Party’s network, or</i> <i>C. Two points in the Omantel Network.”</i> <p>Omantel must also amend the service description diagram to show these three cases.</p> <p>In the case of Type A links, Omantel shall also amend the offer to include the facility for the link to be provided on an ‘in-span’ basis.</p> <p>Omantel shall also amend the text so that:</p> <ul style="list-style-type: none"> • Type A would be the usual interconnect or access link; • Type B could be used to connect an Receiving Party mobile switch to an Receiving Party base station using capacity in Omantel’s network; and

- Type C could be used to extend interconnect access link capacity used by the Receiving Party from one POI location to another.

Omantel shall include, for interconnection to both its fixed and mobile networks, the Interconnect Links in its Final Draft RAIO either as a separate product in Sub Annex C-FA 08 or such other annex as Omantel sees fit, in which case it shall inform the TRA where this was dealt with, specifying its three variants namely:

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

Explanation:

The TRA is satisfied that the definition of Transmission Service is too restrictive and prevents any offer of a generic transmission service. The service is a Wholesale Transmission access service, not an interconnect service. It is not necessarily only about connecting the Providing Party (PP) to the Requesting Party (RP), but allowing the RP to use the PP's network capacity for their own purposes. Clause 3.1 shall therefore be reworded as stated above.

The TRA also noted a disparity in the way that the 'Network to Network Connectivity' is described. Products that do address 'Network to Network Connectivity' are Bitstream, IP International bandwidth capacity, Access to Landing Stations, Access to Earth Stations, Access to Data Center, Outgoing International Calls. Other products, including, for example, Call Termination and CPS make no mention of how traffic is carried over the associated Interconnect Links.

'Network to Network Connectivity', usually called Interconnect Links, is sometimes described as extra services that can be ordered and options are described for allowing the Requesting Party to build the link (In-Building Interconnect, IBI) or the Providing Party to supply it (Customer Sited Interconnect, CSI). In other cases, the sub-annexes are silent on how the Interconnect Links are handled. Since such connectivity is separate from the individual service products, the TRA is satisfied that Interconnect Links themselves should be included as separate product in Annex C.

The TRA notes that Wholesale Transmission which is described in this Sub Annex as allowing a connection to be supplied between the Requesting Party and the Providing Party. However, this is not the same as an Interconnect Link. The size and type of Interconnect Link (e.g. IBI, CSI, ISI) is something that the two parties must agree mutually, as such links are very often used by both parties for the mutual exchange

of traffic. In contrast, Wholesale Transmission is a product purchased for use by the Requesting Party only. Secondly, while the present draft RAI0 shows Wholesale Transmission being used to connect the Requesting Party to the Providing Party, this is not the primary purpose for such a product. Wholesale Transmission is provided as a substitute for the Requesting Party having to build its own physical transmission systems, such as for example to connect two points in the Requesting Party's network (for example, connecting a radio base station to a mobile switch or two points in the Providing Party's network (for example, in the case of Interconnect Extension Circuits). Since it is a substitute for building one's own infrastructure, the pricing arrangements may in some cases differ from Interconnect Links.

Therefore, Omantel shall include the Interconnect Links in its Final Draft RAI0 either as a separate product in Sub Annex C-FA 08 or such other annex as Omantel sees fit, in which case it shall inform the TRA where this was dealt with, specifying its three variants namely:

4. In-Building Interconnect
5. Customer Sited Interconnect
6. In-Span Interconnect

These should build on the relevant product descriptions in Omantel's 2011 RIO and shall clearly stipulate that all Access and Interconnect Services shall 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.

Omantel shall include in the Final Draft RAI0 the description, delivery times and prices for each variant of this service. These shall take into account the TRA's decision in relation to Omantel's Second Draft RAI0 in terms of the service descriptions, delivery times and prices for related products and services.

175 3.2 *“The Termination Segment of Leased Lines portfolio consists of the following bandwidths”* Omantel shall reflect in its RAI0 the changes described below.

Explanation:

Clause 3.2 is wrongly worded and as a Transmission Service should not mention Leased Lines. Whilst the Type C circuit is physically the same as the trunk portion of a leased line, these circuits need to be offered independently from terminating segments of leased lines (i.e., an Interconnect Extension Circuit). As such, Omantel shall amend the wording accordingly and DS-3 capacity shall be provided. In particular, the SDH standard was designed to be global and to embrace the US standards of transmission as well the European. Thus it can support DS1 (1.5 Mbps) and DS3 (45 Mbps). As Oman mostly follows European practice (as the lowest speed is the E1 (2Mbps), it is logical that the next

speed up would be E3 (34Mbps). The Ethernet speeds would depend on whether Omantel provides such a transmission capability for its own purposes. If so, it should add such services so as not to discriminate in the service it offers to other providers.

176 3.3 *“Omantel 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. Such special requests shall be handled according to Annex H.”* Omantel shall add the following text at the end of the clause:
“Such cases will be dealt with on a case-by-case basis against mutually agreed timelines and charges and Omantel shall inform the TRA accordingly and obtain the necessary approvals from it.”

Explanation:

In response to a clarification question on this clause by the TRA, Omantel stated that if the Requesting Party requests a different capacity, and if it agrees to the prices quoted by Omantel, Omantel will inform the TRA. In addition, the bandwidth will be based on special needs and therefore, special prices should be developed taking into consideration the solution design and the network topology. As such, the price will not be published.

Omantel’s reply is not in line with its obligations under the A&I Regulation. In effect, it states that it may develop a price specifically for a customer and because of that, it does not need to obtain TRA approval or may not need to publish that price. However, in all cases A&I Services shall be provided on an equal and non-discriminatory basis to Requesting Parties with prices approved by the TRA. If these approved prices are not published, no one will know of the product or price.

177 4.2.3 *“The Requesting Party shall physically terminate the Transmission Links between the Omantel node and its own node after is it handed over by Omantel.”* Omantel to revise this clause in line with the revised clause 3.1 of this Sub-Annex above.

Explanation:

This clause requires updating to ensure consistency with the requested changes to clause 3.1 of this Sub-Annex.

178 4.3.2 *“The monthly fees for the increased bandwidth will be applicable from the month during which the upgrade is performed.”* The text shall be amended as follows:
“The monthly fees for the increased bandwidth will be applicable from the date that the upgrade is performed.”

Explanation:

See explanation in the context of clause 4.3.2 in Sub Annex C-FA 07 above.

179 4.3.4	<i>“Changes other than upgrading the bandwidth shall be considered as a termination of the Service and an Order of a new one.”</i>	The clause shall be amended as follows: <i>“Changes other than upgrading the bandwidth shall be considered as a termination of the existing service and an Order of a new one. A downgrade of no more than 5% of the relevant capacity provided to the Requesting Party within the relevant minimum contract period shall be acceptable and shall not be treated as termination of the service. For the avoidance of doubt, a downgrade after the minimum contract period has expired shall not require a termination and reorder.”</i>
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Explanation:

See explanation on clause 4.3.4 in Sub Annex C-FA 06 above.

180 4.4.2	<i>“If either Party wishes to terminate the contract after the completion of the Contract Term, it shall inform the other party, in writing, three (3) months before the completion of Contract Term, of its intent to terminate the Contract.”</i>	Omantel shall amend this clause as follows: <i>“If either Party wishes to terminate the contract after the completion of the Contract Term, it shall inform the other Party, in writing, three (3) months before the completion of Contract Term, of its intent to terminate the Contract. The Requesting Party shall be responsible of the consequences if it terminated the Service with active Customer on his network. The Providing Party shall not terminate the Contract without the prior approval of the TRA.”</i>
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Explanation:

Omantel needs to amend this clause to state that any contract termination instigated by itself (rather than the Requesting Party) is subject to pre-approval by the TRA.

181 4.4.3	<i>“If no notice is provided at least three (3) months before the completion of Contract, the Contract will be automatically renewed with the same Contract Term”</i>	The clause shall be amended as follows: <i>“If no notice is provided at least three (3) months before the completion of Contract, the Contract will be automatically renewed for on a monthly basis until the Requesting Party decides to terminate the service having given the required notice. In the event that no notice has been served by the Requesting Party within the three (3) months before the completion of Contract, Omantel shall have the right to notify the Requesting Party that unless the service is renewed within one month from the date of the notice, it shall be terminated at</i>
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the end of the term or within one month if it is on a monthly basis, provided that Omantel has prior approval from the TRA to terminate the Contract..”

Explanation:

See explanation provided for clause 4.4.1.3 in Sub Annex C-FA 01 above.

182 4.4.5	<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 the charges of the remaining period of the Contract Term.”</i>	Omantel shall amend the clause to state that: <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 Omantel by virtue of the Service to the Requesting Party irrespective of the early termination of the Service. Such costs shall be quantified by Omantel and shall be paid by the Requesting Party. Omantel shall substantiate such costs on request”.</i>
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Explanation:

See explanation provided for clause 4.5.2 in Sub Annex C-FA 01 above.

183 6.2	<i>“Omantel shall target a delivery time of 45 Working Days subject to feasibility, cooperation of the Requesting Party and any other third Party.”</i>	Omantel shall amend the clause to state that: <i>“Omantel shall target a delivery time of no more than ten (10) to twenty (20) Working Days if this Service is subject to forecasting, otherwise no longer than the provision of an equivalent leased line to a Omantel Customer. This delivery date is subject to feasibility, cooperation of the Requesting Party and any other third Party and that there will be no delays caused by factors outside Omantel’s control such as, for example, due to the delay arising from the involvement of governmental entities.”</i>
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Explanation:

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

See also explanation set out in reference to clause 6.1 of Sub Annex C-FA 01 above.

184 6.3	<i>“The Requesting Party in respect the Wholesale Transmission Service orders may only request the Service once every two (2)</i>	The clause shall be amended as follows: <i>“The Requesting Party, in respect of the Wholesale Transmission Service orders, may only request the Service once every week on a week day agreed between both Parties.”</i>
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weeks on a week day agreed between both Parties.”

Explanation:

See explanation set out in reference to clause 6.4 of Sub Annex C-FA 01 above.

185 6.5 *“If Omantel rejects the request, Omantel shall inform the Requesting Party on the reasons.”* Omantel shall add the following text at the end of the clause: *“... which shall be objectively justifiable such as technical feasibility problems”*

Explanation:

See explanation set out in reference to clause 6.7 of Sub Annex C-FA 01 above.

186 7.2 *“..Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges.”* The clause shall be amended as follows: *“...Such cases will be dealt with on a case-by-case basis against mutually agreed timelines and charges and subsequently. Omantel shall inform the TRA accordingly and obtain the necessary approvals from it. For the avoidance of doubt, the cost of integration and testing of standard orders is included in the published NRC/ set-up fee for the corresponding service and any such charges shall apply to items that could not reasonably be foreseen or in respect to special requirements from the Requesting Party during the provisioning of the services.”*

Explanation:

See explanation set out in the context of clause 7.2 in Sub Annex C-FA 01 above.

187 8.3 *“In case no fault is found from Omantel’s side, the Requesting Party shall compensate Omantel for all reasonably incurred costs to investigate the fault.”* Omantel shall add the below text at the end of the clause: *“...which Omantel shall be able to substantiate on request”*.

Explanation:

See explanation set out in reference to clause 8.3 of Sub Annex C-FA 01 above.

Sub Annex C-FA 09 – Internet Broadband Resale Service

Sr. No.	Clause Reference in Second Draft RAI0	Reference text in Second Draft RAI0	Required Modifications
188	1.1 3.1.2	<p><i>“This Sub Annex sets out the Omantel offer for an Internet Access Service Provider, IASP for the provision of ADSL access to the Internet.”</i></p> <p><i>“The Internet Broadband Resale Service allows the Requesting Party’s Customers to access through the same ADSL functionality that Omantel offers to its retail and corporate Customers”</i></p>	Omantel shall amend these clauses to extend the service to fibre products.

Explanation:

The TRA has considered the definition in Annex 3.3 of the Regulation which defines the service as *“Broadband Resale Service is a Fixed Wholesale Access Service which allows a Requesting Party to provide a broadband message service to its customers with the end-to-end conveyance of messages being provided by the Providing Party’s network”*.

It is clear that this definition does not restrict this service to copper network infrastructure. In addition, the MDD Decision does not distinguish between Wholesale Broadband Access services based on copper and fibre in Market 13, in which Omantel has been found to hold a dominant position. Finally, the TRA notes that that the service in question is a resale of a ‘virtual’ service to which the line technology is irrelevant. Omantel shall therefore amend the clause to extend the service to fibre products also.

189	5.1.3	<p><i>“Omantel shall offer the Service to only those Customers who have paid in full their outstanding balance of Services acquired from Omantel”</i></p>	<p>Omantel shall amend the text as follows:</p> <p><i>“Omantel shall offer the Service for only those Customers who have paid in full their outstanding dues for this Service acquired from Omantel. Omantel may refuse to provide such a Service where the Customer has any amount outstanding for this specific Service to Omantel, however for the avoidance of doubt, even if Omantel exercises its discretion to</i></p>
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provide the Service to an end Customer, this is without prejudice to its right to pursue a claim for the amount due from the end Customer.”

Explanation:

See explanation provided in the context of clause 4.1.3 of Sub-Annex C-FA 01 above.

190 5.1.6 *“The number of connectivity requested to Customer locations should be same in every region.”* Omantel shall remove this clause.

Explanation:

See explanation set out in reference to clause 4.1.6 of Sub Annex C-FA 01 above.

191 5.2.1 *“The Requesting Party shall also provide a “No objection” letter from the former Service provider (Third Party Operator or Omantel) in case the Customer is an active customer.”* The text shall be amended as below:
“The Requesting Party shall also provide a “No objection” letter from the former Service provider (Third Party Operator excluding Omantel) in case the Customer is an active customer.”

Explanation:

See explanation set out in reference to clause 4.2.1 of Sub Annex C-FA 01 above.

192 5.3.2 *“Changes other than upgrading the bandwidth shall be considered as a termination of the Internet Bandwidth of a Customer and an Order of a new one.”* The clause shall be amended as follows:
“Changes other than upgrading the bandwidth shall be considered as a termination of the existing service and an Order of a new one. A downgrade of no more than 5% of the relevant capacity provided to the Requesting Party within the relevant minimum contract period shall be acceptable and shall not be treated as termination of the service. For the avoidance of doubt, a downgrade after the minimum contract period has expired shall not require a termination and reorder.”

Explanation:

See explanation on clause 4.3.4 in Sub Annex C-FA 06 above.

193 5.3.7 *“The monthly fees for the increased bandwidth will be applicable from the month during which the upgrade is performed.”* The text shall be amended as follows:
“The monthly fees for the increased bandwidth will be applicable from the date that the upgrade is performed.”

Explanation:

See explanation in the context of clause 4.3.2 in Sub Annex C-FA 07 above.

194 5.4.2.1	<i>“If either Party wishes to terminate the contract after the completion of the Contract Term, it shall inform the other party, in writing, one (1) month before the completion of Contract Term, of its intent to terminate the Contract.”</i>	<p>The text shall be amended as follows:</p> <p><i>“If either Party wishes to terminate the contract after the completion of the Contract Term, it shall inform the other party, in writing, one (1) month before the completion of Contract Term of its intent to terminate the Contract. The Providing Party shall not terminate the Contract without the prior approval of the TRA.”</i></p>
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Explanation:

Omantel needs to amend this clause to state that any contract termination instigated by itself (rather than the Requesting Party) is subject to pre-approval by the TRA.

195 5.4.2.2	<i>“If no notice is provided at least one (1) month before the completion of Contract, the Contract will be automatically renewed on monthly rolling basis.”</i>	<p>The text shall be amended as follows:</p> <p><i>“If no notice is provided at least three (3) months before the completion of Contract, the Contract will be automatically renewed on a monthly basis until the Requesting Party decides to terminate service having given the required notice. In the event that no notice has been served by the Requesting Party within the three (3) months before the completion of Contract, Omantel shall have the right to notify the Requesting Party that unless the service is renewed within one month from the date of the notice, it shall be terminated at the end of the term or within one month if it is on a monthly basis, provided that Omantel has prior approval from the TRA to terminate the Contract.”</i></p>
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Explanation:

See explanation set out in reference to clause 4.4.1.3 of Sub Annex C-FA 02 above.

196 5.4.4	<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 the charges of the remaining period of the Contract Term.”</i>	<p>Omantel shall amend the clause to state that:</p> <p><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 Omantel by virtue of the Service to the Requesting Party irrespective of the early termination of the Service. Such costs shall be</i></p>
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quantified by Omantel and shall be paid by the Requesting Party. Omantel shall substantiate such costs on request.”

Explanation:

See explanation set out in reference to clause 4.5.2 of Sub Annex C-FA 01 above.

197 7.1.2

“Omantel shall target a delivery time of 30 Working Days subject to feasibility, cooperation of the Requesting Party and/ or his customer and any other third Party.”

Omantel shall amend the clause to state that:

“For the initial system set-up, Omantel shall target a delivery time of no more than sixty (60) Working Days subject to feasibility, cooperation of the Requesting Party and/ or his customer and any other third Party. This delivery date is subject to the Requesting Party and/ or the end user having fully cooperated with Omantel and that there will be no delays caused by factors outside Omantel’s control such as, for example, due to the delay arising from the involvement of governmental entities.

For activation of individual Customer, Omantel shall provide the Service within five (5) Working Days where customer is already using broadband and within ten to twenty (10-20) Working Days where customer is not using broadband subject to feasibility, cooperation of the Requesting Party and/ or his customer and any other third Party. This delivery date is subject to the Requesting Party and/ or the end user having fully cooperated with Omantel and that there will be no delays caused by factors outside Omantel’s control such as, for example, due to the delay arising from the involvement of governmental entities.”

Explanation:

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

See also explanation set out in reference to clause 6.1 of Sub Annex C-FA 01 above.

198 7.1.3

“The Requesting Party may only request the Service once every two (2) weeks on a week day agreed between both parties. Both Parties

The clause shall be amended as follows:

“The Requesting Party 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.”

shall agree on the number of connections that can be submitted at a time.”

Explanation:

See explanation set out in reference to clause 6.4 of Sub Annex C-FA 01 above.

199 7.1.5 *“If Omantel rejects the request, Omantel shall inform the Requesting Party on the reasons.”* Omantel shall add the following text at the end of the clause: *“... which shall be objectively justifiable such as technical feasibility problems”*

Explanation:

See explanation set out in reference to clause 6.7 of Sub Annex C-FA 01 above.

200 8.2 *“...Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges. Omantel shall inform the TRA accordingly”* The clause shall be amended as follows: *“...Such cases will be dealt with on a case-by-case basis against mutually agreed timelines and charges. Omantel shall inform the TRA accordingly and obtain the necessary approvals from it. For the avoidance of doubt, the cost of integration and testing of standard orders is included in the published NRC/ set-up fee for the corresponding service and any such charges shall apply to items that could not reasonably be foreseen or in respect to special requirements from the Requesting Party during the provisioning of the services.”*

Explanation:

See explanation set out in the context of clause 7.2 in Sub Annex C-FA 01 above.

201 9.3 *“In case no fault is found from Omantel’s side, the Requesting Party shall compensate Omantel for all reasonably incurred costs to investigate the fault.”* Omantel shall add the below text at the end of the clause: *“...which Omantel shall be able to substantiate on request”*.

Explanation:

See explanation set out in reference to clause 8.3 of Sub Annex C-FA 01 above.

Sub Annex C-FA 10 – Wholesale Terminating Segments of Leased Lines

Sr. No.	Clause Reference in Second Draft RAIO	Reference text in Second Draft RAIO	Required Modifications
202	1.2	<i>“Omantel through this access Services enable the Requesting Party to access Customer’s location through Omantel’s existing copper connectivity to the Customer premises.”</i>	The clause shall be amended as follows: <i>“Omantel through this access Services enable the Requesting Party to access Customer’s location through Omantel’s connectivity to the Customer premises.”</i>

Explanation:

The TRA notes that Annex 3.3 of the A&I Regulation defines this service as *“Wholesale Terminating Segments of Leased Lines is Fixed Wholesale Access Service comprising the provision by the Providing Party of a fixed capacity transmission facility joining a customer line to a point at the nearest designated trunk node, for onward connection to the Requesting Party’s Point of Access, either directly or via a Wholesale Trunk Segment of a Leased Line. A trunk Node is a location on the Providing Party’s network designated for the purpose of connecting leased line local with Wholesale Trunk Segments of Leased Lines after consideration of practical and regulatory matters.”*

As such, this definition is not restricted to copper, with this being in line with the MDD Decision, which also does not distinguish between services based on copper and fibre in Market 14. Therefore, taking into consideration these factors and given that the A&I Regulation is technology neutral, Omantel shall amend the clause to extend the service to all Wholesale Terminating Segments of Leased Lines, regardless of the medium used to deliver the service (i.e. to remove any reference to *“copper connectivity”*).

203	3.1	<i>“Omantel offers the Requesting Party the possibility to access the Customer premises using Omantel existing copper connectivity to the Customer premises.”</i>	The clause shall be amended as follows: <i>“Omantel offers the Requesting Party the possibility to access the Customer premises using Omantel connectivity to the Customer premises.”</i>
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Explanation:

See explanation provided on clause 1.2 of this Sub Annex above.

204	3.5	<i>“Upon receiving the request, Omantel can provide other bandwidths on terms and conditions agreed between both parties and Omantel shall inform the TRA accordingly. Such requests are handled according to Annex H.”</i>	Omantel shall amend the text to state that: <i>“Upon receiving the request, Omantel can provide other bandwidths on terms and conditions agreed between both parties and Omantel shall inform the TRA accordingly and obtain the necessary approvals from it. Such requests are handled according to Annex H.”</i>
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Explanation:

The text needs to be amended as prices must be approved by the TRA (rather than just notified to it).

205	4.1.3	<i>“Omantel shall offer the Service for only those Customers who have paid in full their outstanding balance for Services acquired from Omantel.”</i>	Omantel shall amend the text as follows: <i>“Omantel shall offer the Service for only those Customers who have paid in full their outstanding dues for this Service acquired from Omantel. Omantel may refuse to provide such a Service where the Customer has any amount outstanding for this specific Service to Omantel, however for the avoidance of doubt, even if Omantel exercises its discretion to provide the Service to an end Customer this is without prejudice to its right to pursue a claim for the amount due from the end Customer.”</i>
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Explanation:

See explanation provided on clause 4.1.3 of Sub-Annex C-FA 01 above.

206	4.1.6	<i>“The number of connectivity requests to Customer locations should be the same in every Region.”</i>	Omantel shall delete this clause.
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Explanation:

See explanation provided on clause 4.1.6 in Sub Annex C-FA 01 above.

207	4.4.2	<i>“Monthly fees for the increased bandwidth will be applicable from the month during which the upgrade is performed.”</i>	The text shall be amended as follows: <i>“The monthly fees for the increased bandwidth will be applicable from the date that the upgrade is performed.”</i>
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Explanation:

See explanation in the context of clause 4.3.2 in Sub Annex C-FA 07 above.

208	4.4.4	<i>“Changes other than upgrading the bandwidth shall be considered as a termination of the Service and order of a new one”</i>	The clause shall be amended as follows: <i>“Changes other than upgrading the bandwidth shall be considered as a termination of the existing service and an Order of a new one. A downgrade of no more than 5% of the relevant capacity provided to the Requesting Party within the relevant minimum contract period shall be acceptable and shall not be treated as termination of the service. For the avoidance of doubt, a downgrade after the minimum contract period has expired shall not require a termination and reorder.”</i>
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Explanation:

See explanation in the context of clause 4.3.4 in Sub Annex C-FA 06 above.

209	4.5.2.1	<i>“If either Party wishes to terminate the contract after the completion of the Contract Term, it shall inform the other party, in writing, one (1) month before the completion of Contract Term, of its intent to terminate the Contract.”</i>	The text shall be amended as follows: <i>“If either Party wishes to terminate the contract after the completion of the Contract Term, it shall inform the other party, in writing, one (1) month before the completion of Contract Term of its intent to terminate the Contract. The Providing Party shall not terminate the Contract without the prior approval of the TRA.”</i>
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Explanation:

Omantel needs to amend this clause to state that any contract termination instigated by itself (rather than the Requesting Party) is subject to pre-approval by the TRA.

210	4.5.2.2	<i>“If no notice is provided at least one (1) month before the completion of Contract, the Contract will be automatically renewed on monthly rolling basis.”</i>	The text shall be amended as follows: <i>“If no notice is provided at least three (3) months before the completion of Contract, the Contract will be automatically renewed on a monthly basis until the Requesting Party decides to terminate service having given the required notice. In the event that no notice has been served by the Requesting Party within the three (3) months before the completion of Contract, Omantel shall have the right to notify the Requesting Party that unless the service is renewed within one month from the date of the notice, it shall be terminated at the end of the term or within one month if it is on a monthly basis, provided that Omantel has prior approval from the TRA to terminate the Contract.”</i>
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Explanation:

See explanation set out in reference to clause 4.4.1.3 of Sub Annex C-FA 02 above.

211 4.5.4	<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 the charges of the remaining period of the Contract Term.”</i>	<p>Omantel shall amend the clause to state that:</p> <p><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 Omantel by virtue of the Service to the Requesting Party irrespective of the early termination of the Service. Such costs shall be quantified by Omantel and shall be paid by the Requesting Party. Omantel shall substantiate such costs on request.”</i></p>
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Explanation:

See explanation set out in reference to clause 4.5.2 of Sub Annex C-FA 01 above.

212 6.3	<i>“Omantel shall target a delivery time of 30 Working Days subject to feasibility, cooperation of the Requesting Party and any other third Party.”</i>	<p>Omantel shall amend the clause to state that:</p> <p><i>“Omantel shall target a delivery time of no more than ten (10) to twenty (20) Working Days if this service has been subject to forecasting, otherwise no longer than the provision of an equivalent leased line to a Omantel Customer. If extra capacity is required, Omantel shall target a delivery time of no more than thirty (30) Working Days. These delivery dates are subject to feasibility, cooperation of the Requesting Party and any other third Party and that there will be no delays caused by factors outside Omantel’s control such as, for example, due to the delay arising from the involvement of governmental entities.”</i></p>
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Explanation:

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

See also explanation set out in reference to clause 6.1 of Sub Annex C-FA 01 above.

213 6.4	<i>“The Requesting Party may only request the Service once every two (2) weeks on a week day agreed between both Parties. Both Parties agree on the number of connections that can be submitted at a time.”</i>	<p>The clause shall be amended as follows:</p> <p><i>“The Requesting Party may only request the Service once every week on a week day agreed between both Parties. Both Parties agree on the number of connections that can be submitted at a time.”</i></p>
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Explanation:

See explanation set out in reference to clause 6.4 of Sub Annex C-FA 01 above.

- 214 6.7 *“If Omantel rejects the Requesting Party request, Omantel shall inform the Requesting Party on the reasons”* Omantel shall add the following text at the end of the clause: *“... which shall be objectively justifiable such as technical feasibility problems”*

Explanation:

See explanation set out in reference to clause 6.7 of Sub Annex C-FA 01 above.

- 215 7.2 *“...Such cases will be dealt with on a case-by-case basis against mutually agreed timelines and charges. Omantel shall inform the TRA accordingly.”* Omantel shall add the following text at the end of the clause: *“...and obtain the necessary approvals from it.”*

Explanation:

See explanation provided in the context of clause 7.2 in Sub Annex C-FA 01 above.

- 216 8.3 *“In case no Fault found from Omantel’s side, the Requesting Party shall compensate Omantel the reasonable incurred cost of fault reporting.”* Omantel shall add the below text at the end of the clause: *“...which it shall be able to substantiate on request.”*

Explanation:

See explanation set out in reference to clause 8.3 of Sub Annex C-FA 01 above.

Sub Annex C-FA 11 – Wholesale Trunk Segments of Leased Lines

Sr. No.	Clause Reference in Second Draft RAIO	Reference text in Second Draft RAIO	Required Modifications
217	3.3	<i>“Upon receiving the request, Omantel can provide other bandwidths on terms and conditions agreed between both parties and Omantel shall inform the TRA accordingly. Such requests are handled according to Annex H.”</i>	Omantel shall amend the text to state that: <i>“Upon receiving the request, Omantel can provide other bandwidths on terms and conditions agreed between both parties and Omantel shall inform the TRA accordingly and obtain the necessary approvals from it. Such requests are handled according to Annex H.”</i>

Explanation:

The text needs to be amended as charges must be approved by the TRA.

218	4.1.2	<i>“Omantel shall remain the owner of the Service. The Requesting Party shall not assign, transfer, lease, sell, or share their interest in the Service with any Third Party Operator.”</i>	The text shall be amended as follows: <i>“Omantel shall remain owner of the Service. The Requesting Party shall not sublease, resell, pledge, assign, swap or transfer the services listed in this Sub Annex to any national or international carrier, operator, content provider or an affiliate. For the purpose of this clause, the provision of services by the Requesting Party to its Customers shall not be considered as resale of service. The Requesting Party shall not use the services listed in this Annex for the purposes of transiting international traffic through Oman or to connect two Submarine cables in Oman”.</i>
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Explanation:

Omantel submitted that in order to prevent any misuse or abuse of its assets, the Requesting Party should not be allowed to sublease, resell, pledge, assign, swap or transfer the services. In addition, the Requesting Party should not be allowed to use the service for the purposes of transiting international traffic through Oman or to connect two Submarine cables in Oman. The TRA agrees in principle with this and requires the amendments to this clause as set out above. However, the provision of services by the Requesting Party to its Customers shall not be considered as resale of service.

- 219 4.3.2 *“Monthly fees for the increased bandwidth will be applicable from the month during which the upgrade is performed.”* The text shall be amended as follows:
“The monthly fees for the increased bandwidth will be applicable from the date that the upgrade is performed.”

Explanation:

See explanation in the context of clause 4.3.2 in Sub Annex C-FA 07 above.

- 220 4.3.4 *“Changes other than upgrading the bandwidth shall be considered as a termination of the Trunk Segment of the Lease Line and an Order of a new one.”* The clause shall be amended as follows:
“Changes other than upgrading the bandwidth shall be considered as a termination of the existing service and an Order of a new one. A downgrade of no more than 5% of the relevant capacity provided to the Requesting Party within the relevant minimum contract period shall be acceptable and shall not be treated as termination of the service. For the avoidance of doubt, a downgrade after the minimum contract period has expired shall not require a termination and reorder.”

Explanation:

See the explanation on clause 4.3.4 in Sub Annex C-FA 06 above.

- 221 4.4.2 *“If either Party wishes to terminate the contract after the completion of the Contract Term, it shall inform the other party, in writing, three (3) months before the completion of Contract Term, of its intent to terminate the Contract.”* Omantel shall amend this clause as follows:
“If either Party wishes to terminate the contract after the completion of the Contract Term, it shall inform the other Party, in writing, three (3) months before the completion of Contract Term, of its intent to terminate the Contract. The Requesting Party shall be responsible of the consequences if it terminated the Service with active Customer on his network. The Providing Party shall not terminate the Contract without the prior approval of the TRA.”

Explanation:

Omantel needs to amend this clause to state that any contract termination instigated by itself (rather than the Requesting Party) is subject to pre-approval by the TRA.

- 222 4.4.3 *“If no notice is provided at least three (3) months before the completion of Contract, the* The text shall be amended as follows:
“If no notice is provided at least three (3) months before the completion of Contract, the Contract will be automatically renewed on a monthly basis until the Requesting Party

Contract will be automatically renewed with the same Contract Term.”

decides to terminate service having given the required notice. In the event that no notice has been served by the Requesting party within the three (3) months before the completion of Contract, Omantel shall have the right to notify the Requesting Party that unless the service is renewed within one month from the date of the notice, it shall be terminated at the end of the term or within one month if it is on a monthly basis, provided that Omantel has prior approval from the TRA to terminate the Contract.”

Explanation:

See explanation provided for clause 4.4.1.3 in Sub Annex C-FA 01 above.

223 4.4.5

“Termination of the Service by the Requesting Party before the expiration of the Contract Term is subject to an early Termination Fee equal to the charges of the remaining period of the Contract Term.”

Omantel shall amend the clause to state that:

“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 Omantel by virtue of the Service to the Requesting Party irrespective of the early termination of the Service. Such costs shall be quantified by Omantel and shall be paid by the Requesting Party. Omantel shall substantiate such costs on request.”

Explanation:

See explanation set out in reference to clause 4.5.2 of Sub Annex C-FA 01 above.

224 6.2

“Omantel shall target a delivery time of 45 Working Days subject to feasibility, cooperation of the Requesting Party any other third Party.”

Omantel shall amend the clause to state that:

“Omantel shall target a delivery time of no more than ten (10) to twenty (20) Working Days if this service has been subject to forecasting, otherwise no longer than the provision of an equivalent leased line to a Omantel Customer. If extra capacity is required, Omantel shall target a delivery time of no more than thirty (30) Working Days. These delivery dates are subject to feasibility, cooperation of the Requesting Party and any other third Party and that there will be no delays caused by factors outside Omantel’s control such as, for example, due to the delay arising from the involvement of governmental entities.”

Explanation:

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

See also explanation set out in reference to clause 6.1 of Sub Annex C-FA 01 above.

225	6.3	<i>“The Requesting Party may only request the Service once every two (2) weeks on a week day agreed between both Parties.”</i>	The text shall be amended as follows: <i>“The Requesting Party may only request the Service once every week on a week day agreed between both Parties.”</i>
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Explanation:

See the explanation set out in reference to clause 6.4 of Sub Annex C-FA 01 above.

226	6.6	<i>“If Omantel rejects the request, Omantel shall inform the Requesting Party on the reasons.”</i>	Omantel shall add the following text at the end of the clause: <i>“... which shall be objectively justifiable such as technical feasibility problems”</i>
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Explanation:

See explanation set out in reference to clause 6.7 of Sub Annex C-FA 01 above.

227	7.2	<i>“Such cases will be dealt with on a case-by-case basis against mutually agreed timelines and charges. Omantel shall inform the TRA accordingly.”</i>	Omantel shall add the following text at the end of the clause: <i>“...and obtain the necessary approvals from it.”</i>
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Explanation:

See the explanation set out in the context of clause 7.2 of Sub Annex C-FA 01 above.

228	8.3	<i>“In case no Fault found from Omantel’s side, the Requesting Party shall compensate Omantel reasonable incurred cost of fault reporting.”</i>	Omantel shall add the below text at the end of the clause: <i>“...which it shall be able to substantiate on request”.</i>
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Explanation:

See explanation set out in reference to clause 8.3 of Sub Annex C-FA 01 above.

Sub Annex C-FA 12 – Wholesale Trunk Segments of Leased Lines IPLC

Sr. No.	Clause Reference in Second Draft RAIO	Reference text in Second Draft RAIO	Required Modifications
229	3.3	<i>“Omantel may be able to offer the Service to other Destination locations upon request from the Requesting Party. The Requesting party will be charged accordingly.”</i>	Omantel shall amend the clause as below: <i>“Omantel may be able to offer the Service to other Destination locations upon request from the Requesting Party. In such cases Omantel shall inform the TRA accordingly and obtain the necessary approvals from it. The Requesting Party will be charged accordingly.”</i>
Explanation: In response to a clarification question on this clause, Omantel stated that concerning the price terms, if both parties agree, Omantel will inform the TRA. The destination locations specified in 3.2.1 and 3.2.2 are those where Omantel is able to provide capacity, and with the help of the operator in the destination location, Omantel will be able to provide the IPLC circuit end-to-end. For other locations, on a case-by-case basis, Omantel will perform a feasibility test, and if feasible, will provide the service. Feasibility will depend heavily on the operator in the destination country. Once the prices and the terms are agreed between both parties, Omantel will inform the TRA. The TRA accepts Omantel’s response. However, the clause should be amended as set out above, including a provision that prices will need to be approved by the TRA.			
230	4.3	<i>“Omantel shall at all times remain the owner of the connectivity. The Requesting Party shall not assign, transfer, lease, sell, or share their interest in connectivity with any Third Party Operator nationally or internationally”</i>	The text shall be amended as follows: <i>“Omantel shall remain owner of the Service. The Requesting Party shall not sublease, resell, pledge, assign, swap or transfer the services listed in this Sub Annex to any national or international carrier, operator, content provider or an affiliate. For the purpose of this clause, the provision of services by the Requesting Party to its Customers shall not be considered as resale of service. The Requesting Party shall not use the services listed in this Annex for the purposes of transiting international traffic through Oman or to connect two Submarine cables in Oman.”</i>

Explanation:

See explanation provided in the context of clause 4.1.2 in Sub Annex C-FA 11 above.

231 4.5 *“Omantel shall offer the Service based on best efforts.”* This clause shall be deleted.

Explanation:

Omantel was asked to explain why the service was only offered on a best effort basis given that Omantel is required to supply the wholesale trunk segment of leased line (IPLC) service.

Omantel responded that submarine cables are subject to various risks over which Omantel has no control since the cables are lying outside Oman. If there is a cable cut, the repair time is beyond Omantel’s control since the whole process will be dealt with through consortium. Also, Omantel has no control over the operator in the destination country. The requesting party in order to secure their network may ask services using different submarine cable systems.

Having reviewed Omantel’s response, the TRA concludes that this clause shall be deleted as it implies a lower level of commitment by Omantel to this service than others. Furthermore, the concerns expressed by Omantel are covered by other terms and conditions in the RAIO, such as the force majeure provisions in the Main Agreement.

232 4.7.2 *“The monthly fees for the increased bandwidth will be applicable from the month during which the upgrade is performed.”* The text shall be amended as follows:
“The monthly fees for the increased bandwidth will be applicable from the date that the upgrade is performed.”

Explanation:

See explanation provided in the context of clause 4.3.2 in Sub Annex C-FA 07 above.

233 4.7.4 *“Changes other than upgrading the bandwidth shall be considered as a termination of the Service and an Order of a new one.”* The clause shall be amended as follows:
“Changes other than upgrading the bandwidth shall be considered as a termination of the existing service and an Order of a new one. A downgrade of no more than 5% of the relevant capacity provided to the Requesting Party within the relevant minimum contract period shall be acceptable and shall not be treated as termination of the service. For the avoidance of doubt, a downgrade after the minimum contract period has expired shall not require a termination and reorder.”

Explanation:

See explanation set out in the context of clause 4.3.4 in Sub Annex C-FA 06 above.

234 4.8.2	<i>“If either Party wishes to terminate the contract after the completion of the Contract Term, it shall inform the other Party, in writing, three (3) months before the completion of Contract Term, of its intent to terminate the Contract. If no notice is provided at least three (3) months before the completion of Contract, the Contract will be automatically renewed for the same Contract Term.”</i>	<p>Omantel shall amend the text as follows:</p> <p><i>“If either Party wishes to terminate the contract after the completion of the Contract Term, it shall inform the other Party, in writing, three (3) months before the completion of Contract Term, of its intent to terminate the Contract. The Providing Party shall not terminate the Contract without the prior approval of the TRA. If no notice is provided at least three (3) months before the completion of Contract, the Contract will be automatically renewed on a monthly basis until the Requesting Party decides to terminate service having given the required notice. In the event that no notice has been served by the Requesting Party within the three (3) months before the completion of Contract, Omantel shall have the right to notify the Requesting Party that that unless the service is renewed within one month from the date of the notice it shall be terminated at the end of the term or within one month if it is on a monthly basis, provided that Omantel has prior approval from the TRA to terminate the Contract.”</i></p>
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Explanation:

See explanation set out in the context of clauses 4.4.1.2 and 4.4.1.3 in Sub Annex C-FA 01 above.

235 4.8.4	<i>“Termination of the Service by the Requesting Party before the expiration of the Contract Term is subject to early Termination Fee equal to the charges of the remaining period of the Contract Term.”</i>	<p>The text shall be amended as follows:</p> <p><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 Omantel by virtue of the Service to the Requesting Party irrespective of the early termination of the Service. Such costs shall be quantified by Omantel and shall be paid by the Requesting party. Omantel shall substantiate such costs on request.”</i></p>
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Explanation:

See explanation set out in reference to clause 4.5.2 of Sub Annex C-FA 01 above.

236 4.9.3	<i>“Upon receiving the Planned Outage notice from the Cable owners, Omantel shall give notice to the Requesting Party.”</i>	<p>The text shall be amended as follows:</p> <p><i>“Upon receiving the Planned Outage notice from the Cable owners, Omantel shall give notice to the Requesting Party within 2 Working Days of receiving the notice, or before the Planned Outage occurs, whichever is sooner.”</i></p>
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Explanation:

Omantel clarified that upon receiving the Planned Outage notice from the Cable owners, Omantel shall give notice to the Requesting Party within 2 working days of receiving the notice.

The TRA notes Omantel's reply. However, the RAIO should be amended to state this and to include a proviso that this is the case unless an earlier notice is necessary (for example, in case the Planned Outage is to take place at a time before the 2 working days have elapsed).

237 6.3	<i>“Omantel shall target a delivery time of 60 Working Days subject to feasibility, cooperation of the Requiring Party and any other third Party.”</i>	Omantel shall amend the clause to state that: <i>“Omantel shall target a delivery time of no more than ten (10) to twenty (20) Working Days if this service has been subject to forecasting, otherwise no longer than the provision of an equivalent leased line to a Omantel Customer. If extra capacity is required, Omantel shall target a delivery time of no more than thirty (30) Working Days. These delivery dates are subject to feasibility, cooperation of the Requesting Party and any other third Party and that there will be no delays caused by factors outside Omantel's control such as, for example, due to the delay arising from the involvement of governmental entities.”</i>
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Explanation:

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

See also explanation set out in reference to clause 6.1 of Sub Annex C-FA 01 above.

238 6.4	<i>“If Omantel rejects the request, Omantel shall inform the Requesting Party on the reasons.”</i>	Omantel shall add the following text at the end of the clause: <i>“... which shall be objectively justifiable such as technical feasibility problems.”</i>
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Explanation:

See explanation set out in reference to clause 6.7 of Sub Annex C-FA 01 above.

239 7.3	<i>“...Such cases will be dealt with on a case-by-case basis against mutually agreed timelines and charges. Omantel shall inform the TRA accordingly.”</i>	Omantel shall add the following text at the end of the clause: <i>“...and obtain the necessary approvals from it.”</i>
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Explanation:

See the explanation set out in the context of clause 7.2 of Sub Annex C-FA 01 above.

240 8.3	<i>“In case no Fault found from Omantel’s side, the Requesting Party shall compensate Omantel reasonable incurred cost of fault reporting”</i>	The text shall be amended as follows: <i>“In case no Fault found from Omantel’s side or its partners or suppliers, the Requesting Party shall compensate Omantel reasonable incurred cost of fault reporting which Omantel shall be able to substantiate on request.”</i>
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Explanation:

TeO commented that Omantel shall be responsible for all IPLC faults, including those of its partners / sub-suppliers.

Omantel responded that IPLCs are provided over the international submarine cables and submarine cable systems are on best effort basis as described earlier in the document and therefore the requesting party in order to secure its network may order multiple IPLC to same destination using multiple cable systems.

Omantel’s response does not deal with the issue raised by TeO. The TRA considers that this is a legitimate concern, given that the relationship with the overseas operators, consortia etc., rests with Omantel. For the avoidance of doubt, the text shall be amended as set out above.

The TRA is also of the view that if the Receiving Party wishes to verify the cost it should be able to do so. This should not be difficult for Omantel since it can only charge for costs reasonably incurred.

Sub Annex C-FA 13 – IP International Bandwidth Capacity

Sr. No.	Clause Reference in Second Draft RAIO	Reference text in Second Draft RAIO	Required Modifications
241	1.3	<i>“The Service is intended for data communication to and from the Internet.”</i>	Omantel shall remove the restriction to data communication.
Explanation: The TRA notes that this service is defined in the A&I Regulation (service annexes) as follows: <i>“Wholesale IP International Bandwidth Capacity is a Fixed Wholesale Access Service comprising the conveyance of Internet Protocol messages to and from the Requesting Party’s network, via the Providing Party’s network to destinations on the Internet as defined by the IP address in each message.”</i> As such, it is not appropriate to restrict this service to only being used for data communications. That is, a Requesting Party should also be able to use this service to carry voice over data, for example.			
242	4.1.2	<i>“Omantel shall remain the owner of the Service. The Requesting Party shall not assign, transfer, lease, sell, or share their interest in the Services rendered by Omantel with any Third Party Operator.”</i>	The text shall be amended as follows: <i>“Omantel shall remain owner of the Service. The Requesting Party shall not sublease, resell, pledge, assign, swap or transfer the services listed in this Sub Annex to any national or international carrier, operator, content provider or an affiliate. For the purpose of this clause, the provision of services by the Requesting Party to its Customers shall not be considered as resale of service. The Requesting Party shall not use the services listed in this Annex for the purposes of transiting international traffic through Oman or to connect two Submarine cables in Oman.”</i>
Explanation: See explanation provided in the context of clause 4.1.2 in Sub Annex C-FA 11 above.			
243	4.1.4	<i>“The Service is offered in STM-1 capacity or its multiples”</i>	Omantel to amend the clause to also offer bandwidths of less than STM-1.

Explanation:

This matter was further discussed during the industry meeting. Key points raised were that whilst there is a strong demand for the IP International Bandwidth Capacity services to be offered based on a more granular bandwidth than STM-1s, the main concern with this service is its price.

During the industry meeting (and in its written submission to TRA thereafter), Omantel agreed to provide the International IP bandwidth capacity in various bandwidths such as STM-1 and its multiples, 1G and its multiples, 10G and its multiples-- subject to feasibility. Omantel, however, stated it cannot provide smaller bandwidths on larger ports for e.g., 100 Mbps on 1GE or 10GE ports.

Moreover, it stated that the implementation of rate limits on routers carrying huge internet traffic will consume extra resources of router and allowing this can impact negatively on router processing performance.

Further, Omantel stated that the pricing given in Annex M for IP bandwidth, especially the NRC (Non-Recurring Charges), are given based on the capital expenditure requirement for buying a certain interface and its ancillary equipment like SFP and cables etc. Where an OLO asks for bandwidth of 100Mbps or 200Mbps but ask to connect to 10G interface, Omantel will need to change the pricing in the RAIO. It stated that this will, in its opinion, complicate the issue further and, therefore, Omantel is not in a favour of providing higher interfaces for low bandwidths and implementing rate limiting on equipment.

Finally, Omantel stated that if the TRA does ask it to provide smaller bandwidths on larger ports, this will have cost implications, apart from the reduction in overall efficiency, namely:

- The larger ports will cost more (though the exact costs can be provided only after feasibility studies); and
- Omantel will need to block more capacity than the amount ordered by the Receiving Party. This means that both recurring and non-recurring charges will increase.

The TRA is satisfied that International IP bandwidth capacity should be offered in various bandwidths including STM-1 and its multiples, 1G and its multiples, and 10G and its multiples. Given the feedback from the industry during and after the industry meeting, Omantel should also provide bandwidths of less than STM-1 in its Final Draft RAIO. Please see Annex 2 for decision on prices.

244 4.3.4

“Monthly fees for the increased bandwidth will be applicable from the month during which the upgrade is performed.”

The text shall be amended as follows:

“The monthly fees for the increased bandwidth will be applicable from the date that the upgrade is performed.”

Explanation:

See explanation provided in the context of clause 4.3.2 in Sub Annex C-FA 07 above.

245	4.3.6	<i>“Changes other than upgrading the bandwidth shall be considered as a termination of Service and an Order of a new one.”</i>	The clause shall be amended as follows: <i>“Changes other than upgrading the bandwidth shall be considered as a termination of the existing service and an Order of a new one. A downgrade of no more than 5% of the relevant capacity provided to the Requesting Party within the relevant minimum contract period shall be acceptable and shall not be treated as termination of the service. For the avoidance of doubt, a downgrade after the minimum contract period has expired shall not require a termination and reorder.”</i>
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Explanation:

See explanation on clause 4.3.4 in Sub Annex C-FA 06 above.

246	4.4.2	<i>“If either Party wishes to terminate the contract after the completion of the Contract Term, it shall inform the other party, in writing, three (3) months before the completion of Contract Term, of its intent to terminate the Contract. If no notice is provided at least three (3) months before the completion of Contract, the Contract will be automatically renewed for the same Contract Term.”</i>	The clause shall be amended as follows: <i>“If either Party wishes to terminate the contract after the completion of the Contract Term, it shall inform the other party, in writing, three (3) months before the completion of Contract Term, of its intent to terminate the Contract. The Providing Party shall not terminate the Contract without the prior approval of the TRA. If no notice is provided at least three (3) months before the completion of Contract, the Contract will be automatically renewed for on a monthly basis until the Requesting Party decides to terminate service having given the required notice. In the event that no notice has been served by the Requesting Party within the three (3) months before the completion of Contract, Omantel shall have the right to notify the Requesting Party that that unless the service is renewed within one month from the date of the notice it shall be terminated at the end of the term or within one month if it is on a monthly basis, provided that Omantel has prior approval from the TRA to terminate the Contract.”</i>
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Explanation:

See explanation provided for clauses 4.4.1.2 and 4.4.1.3 in Sub Annex C-FA 01 above.

247	4.4.4	<i>“Termination of the Service by the Requesting Party before the expiration of the Contract</i>	The clause shall be amended as follows:
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Term is subject to early Termination Fee equal to the charges of the remaining period of the Contract Term.”

“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 Omantel by virtue of the Service to the Requesting Party irrespective of the early termination of the Service. Such costs shall be quantified by Omantel and shall be paid by the Requesting party. Omantel shall substantiate such costs on request.”

Explanation:

See explanation set out in reference to clause 4.5.2 of Sub Annex C-FA 01 above.

248 6.2 *“Omantel shall provide the Service within three (3) months subject to feasibility.”*

The clause shall be amended as follows:
“Omantel shall provide the Service within no more than ten (10) to twenty (20) Working Days subject to feasibility, cooperation of the Requesting Party and any other third Party. This delivery date is subject to the Requesting Party and/or the end user having fully cooperated with Omantel and that there will be no delays caused by factors outside Omantel’s control such as, for example, due to the delay arising from the involvement of governmental entities.”

Explanation:

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

See also explanation set out in reference to clause 6.1 of Sub Annex C-FA 01 above.

249 6.3 *“If Omantel rejects the request, Omantel shall inform the Requesting Party on the reasons.”*

Omantel shall add the following text at the end of the clause:
“... which shall be objectively justifiable such as technical feasibility problems.”

Explanation:

See explanation set out in reference to clause 6.7 of Sub Annex C-FA 01 above.

250 7.2 *“...Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges. Omantel shall inform the TRA accordingly.”*

Omantel shall amend the text to state that:
“...Such cases will be dealt with on a case-by-case basis against mutually agreed timelines and charges. Omantel shall inform the TRA accordingly and obtain the necessary approvals from it.”

Explanation:

See explanation set out in reference to clause 7.2 of Sub Annex C-FA 01 above.

251 8.3

“In case if no Fault found from Omantel’s side, the Requesting Party shall compensate Omantel the reasonably incurred cost for fault reporting.”

The clause shall be amended as follows:

“In case no Fault is found from Omantel’s side or its partners or suppliers, the Requesting Party shall compensate Omantel the reasonably incurred cost for fault reporting which Omantel shall be able to substantiate on request”

Explanation:

See explanation set out in reference to clause 8.3 of Sub Annex C-FA 12 above.

Sub Annex C-FA 14 – Access to Omantel Landing Station

Sr. No.	Clause Reference in Second Draft RAIO	Reference text in Second Draft RAIO	Required Modifications
252	1.2	<i>“The Service offered is without prejudice to the possibility of supplying certain different products, as per regulations in force, on the basis of bilateral reciprocal agreements.”</i>	Omantel shall amend the text to state: <i>“The Service offered is without prejudice to the possibility of supplying certain different products, as per regulations in force, on the basis of bilateral agreements. Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges and subsequently. Omantel shall inform the TRA accordingly and obtain the necessary approvals from it.”</i>

Explanation:

This clause needs to be amended as charges must be approved by the TRA and service descriptions may need to be published. Also the reciprocal requirement included in the clause needs to be deleted as the other parties have no such obligations.

253	3.17	<i>“The Co-location Space is solely for the purpose of the Requesting Party is to access the respective submarine cable system landed in the station. For the avoidance of doubt, the interconnection service between the Requesting Party’s Co-location Equipment at the Co-location space to the related submarine cable systems is not covered in this Schedule. Omantel shall offer to provide the interconnection service separately.”</i>	Omantel shall reflect the changes described below in its Final Draft RAIO.
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Explanation:

Omantel was asked to specify which service it refers to when it states, *“the interconnection service between the Requesting Party’s Co-location Equipment at the Co-location space to the related submarine cable systems is not covered in this Schedule”* and to also clarify which schedule covers this service.

Omantel responded by stating that this service annex is related to Collocation which only deals with Space, Power, Backup up Power, Air Conditioning etc.. The TRA concludes that Omantel shall clarify the wording of the clause to reflect its reply. Omantel needs to add extra material to this Service Annex, covering the in-building wiring from the collocation area to the actual submarine cable termination equipment elsewhere in the Station (as this is an essential part of collocation). The TRA notes that this is, for example, in line with Clause 3.6 of this Sub Annex, which covers the extra service interconnectivity. Alternatively, Omantel shall create a new Service-Annex for in-building wiring.

254 3.18.1	<i>“Omantel’s reasonably anticipated requirements in the next five (5) years for space at the Co-location Site for the provision to itself and its Customers;”</i>	The text shall be amended as follows: <i>“Omantel’s reasonably anticipated requirements in the next three (3) years for space at the Co-location Site for the provision to itself and its Customers and such requirements shall be substantiated on request by the TRA;”</i>
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Explanation:

Omantel was asked to justify why its anticipated requirements for five years should be taken into account (i.e., why five years is an appropriate time frame). Omantel responded that services such as but not limited to co-location in Omantel premises require long planning phase. These premises were not built for renting purpose, but for Omantel’s own requirement and therefore, the long term planning is required. Omantel may have to expand the building and further huge invest only to give access to the other operators.

The TRA does not consider Omantel’s response to fully address its concern. As such, the Clauses shall be amended to:

1. specify that the relevant period shall be 3 years – which should be more than adequate to take steps to cover additional needs; and
2. specify that Omantel requirements must be substantiated. That is, if required, Omantel must provide evidence that such needs exist.

255 3.18.2	<i>“Omantel’s reasonably anticipated requirements in the next five (5) years for space at the Co-location Site for operation and maintenance purposes;”</i>	The text shall be amended as follows: <i>“Omantel’s reasonably anticipated requirements in the next three (3) years for space at the Co-location Site for operation and maintenance purposes and such requirements shall be substantiated on request by the TRA;”</i>
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Explanation:

See explanation set out on clause 3.18.1 of this Sub Annex above.

256 3.18.5	<i>“whether Omantel proposes to decommission the Co-location Site, within three (3) years from the date of request.”</i>	This Sub clause shall be amended as follows: <i>“whether Omantel plans to decommission the Co-location Site within three (3) years from the date of the request. For the avoidance of doubt, in such cases the Requesting Party shall</i>
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be notified of the proposed decommissioning date and may proceed with its order. However it shall confirm in writing to Omantel that it has become aware of the decommissioning date and that it will be required to vacate the relevant place at that time and shall do so, without any delay on notice being served on it by Omantel.”

Explanation:

See explanation set out on clause 1.3 of Annex C above.

257 3.19

“Access/visit to submarine cable Landing Station for the purpose of survey, installation, modification or configuration will require the Requesting Party to provide the following antecedents seven (7) Working Days prior to visit in order for Omantel and its departments dealing with security to clear or not to clear the individual to be allowed or not to be allowed to visit the submarine cable Landing Station.”

The clause shall be amended as follows:

“Access/visit to submarine cable Landing Station for the purpose of survey, installation, modification or configuration will require the Requesting Party to provide the following antecedents five (5) Working Days prior to visit in order for Omantel and its departments dealing with security to clear or not to clear the individual to be allowed or not to be allowed to visit the submarine cable Landing Station.”

The following text shall be added in line with other Annexes:

“The aforementioned notice period shall not apply where the Requesting Party requests access for emergency cases. Emergency in this article refers to any cause that may lead to danger to a person’s life or property or adversely affect the provision of a telecommunications service, if not carried out at the time.”

Explanation:

See explanation set out in reference to clause 3.17 of Sub Annex C-FA 04 above.

258 4.1.2

“Omantel shall remain the owner of the Landing Station and the Services offered to the Requesting Party. The Requesting Party shall not assign, transfer, lease, sell, or share their interest in the Services rendered by Omantel with any Third Party.”

The text shall be amended as follows:

“Omantel shall remain the owner of the Landing Station and the Service. The Requesting Party shall not sublease, resell, pledge, assign, swap or transfer the services listed in this Sub Annex to any national or international carrier, operator, content provider or an affiliate. The Requesting Party shall not use the services listed in this Annex for the purposes of transiting international traffic through Oman or to connect two Submarine cables in Oman.”

Explanation:

See explanation provided in the context of clause 4.1.2 in Sub Annex C-FA 11 above.

259 4.2.2	<i>“The Requesting Party shall pay Omantel the charges specified in Clause 6 below from the date of approving the request.”</i>	For the avoidance of doubt, Omantel shall add the below text at the end of the clause: <i>“Omantel shall approve the request once the collocation site is ready for the Requesting Party to install its equipment.”</i>
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Explanation:

TeO stated that charges should only be payable from the date the parties agree that the Requesting Party can start the installation of its equipment at the site.

Omantel responded that Providing Party will only approve the request once the collocation is ready for installation. The Requesting Party can start the installation after receiving the approval of the Providing Party and therefore the Requesting Party shall pay the Providing Party from the date of approving the request.

In the light of Omantel’s explanation, the TRA deems this clause to be acceptable. However, for the avoidance of doubt, Omantel shall add to the clause the wording set out above.

260 4.3.2	<i>“The Liability set upon the Requesting Party shall be limited to five million Omani Rial (OMR 5,000,000) for any one event or series of connected events and ten millions Omani Rial (OMR 10,000,000) for all events (connected or unconnected) in any period of 12 calendar months.”</i>	The text shall be amended as follows: <i>“The Liability set upon either Party shall be limited to five million Omani Rial (OMR 5,000,000) for any one event or series of connected events and ten millions Omani Rial (OMR 10,000,000) for all events (connected or unconnected) in any period of 12 calendar months. For the avoidance of doubt, the provisions of this clause shall only relate to any claim for damages directly connected to the Landing Station and directly related services and in no way affects any other provisions for liability, including those in the Main Agreement, as these are agreed between the Parties.”</i>
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Explanation:

Omantel has not provided any objective justification for why the limit of ten million Omani Rial (OMR 10,000,000) should not apply to either Party. The TRA therefore requires Omantel to apply this to both Parties. The amount of damages – if the claim is made by the Requesting Party - will of course depend on the damage it has suffered.

Omantel therefore shall amend the text so as to clarify that the limitation of liability of ten million Omani Rial (OMR 10,000,000) applies to both Parties with respect to any claim for damages directly connected to the landing station. This will not affect the liability of the Parties and the relevant limitations as set out in the Main Agreement.

- 261 4.4.1 *“The minimum Contract Term of the Service is three (3) year.”* The text shall be amended as follows:
“The minimum Contract Term of the Service is one (1) year.”

Explanation:

See explanation set out in reference to clause 4.4.1.1 of Sub Annex C-FA 01 above.

- 262 4.4.2 *“If either Party wishes to terminate the contract after the completion of the Contract Term, it shall inform the other party, in writing, three (3) months before the completion of Contract Term, of its intent to terminate the Contract. If no notice is provided at least three (3) months before the completion of Contract, the Contract will be automatically renewed for the same Contract Term.”* Omantel shall amend the clause as follows:
“If either Party wishes to terminate the contract after the completion of the Contract Term, it shall inform the other Party, in writing, three (3) months before the completion of Contract Term, of its intent to terminate the Contract. The Providing Party shall not terminate the Contract without the prior approval of the TRA. If no notice is provided at least three (3) months before the completion of Contract, the Contract will be automatically renewed for on a monthly basis until the Requesting Party decides to terminate the service having given the required notice. In the event that no notice has been served by the Requesting Party within the three (3) months before the completion of the Contract, Omantel shall have the right to notify the Requesting Party that unless the service is renewed within one month from the date of the notice, it shall be terminated at the end of the term or within one month if it is on a monthly basis, provided that Omantel has prior approval from the TRA to terminate the Contract.”

Explanation:

See explanation provided for clauses 4.4.1.2 and 4.4.1.3 in Sub Annex C-FA 01 above.

- 263 4.4.3 *“Termination of the Service by the Requesting Party before the expiration of the Contract Term is subject to early Termination Fee equal to the charges of the remaining period of the Contract Term.”* The text shall be amended as follows:
“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 Omantel by virtue of the Service to the Requesting Party irrespective of the early termination of the Service. Such costs shall be quantified by Omantel and shall be paid by the Requesting Party. Omantel shall substantiate such costs on request.”

Explanation:

See explanation provided for clause 4.5.2 in Sub Annex C-FA 01 above.

264 4.6.2	<i>“Subleasing or installing the equipment of any other third party will be considered as breach to this Agreement.”</i>	Omantel shall amend the clause to state: <i>“The Requesting Party shall not sublease the Co-location Space or his Equipment at the Co-location Site to any other party nor install a third party equipment (unless these are for its own use) at the Co-location Site.”</i>
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Explanation:

In response to a request for clarification on this clause, Omantel stated that if the Requesting Party leased his equipment from a manufacturer and used it for its own purposes which have been declared to Omantel, then these will be considered as his own equipment.

The TRA note Omantel’s comment but at the same time, recognises that this is not reflected in the text of the Second Draft RAIO. As such, Omantel shall amend this clause as set out above.

265 4.7.2	<i>“If Omantel determines that the interference poses an immediate risk identified in Clause 4.7.1; it may, withdraw physical access and at the Requesting Party cost, take measures necessary to prevent such Risk. Otherwise, Omantel may provide the Requesting Party with three (3) Working Days, notice to rectify the interference. After such time, if the interference continues, Omantel shall withdraw physical access and at the Requesting Party’s cost, take measures to prevent the interference.”</i>	Omantel shall the below text at the end of the clause: <i>“At the time of suspending such service, notice shall be served immediately and the reasons given to the other party and a copy of the same shall be sent to the TRA.”</i>
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Explanation:

TeO commented that this clause should be deleted, as the Requesting Party shall always be given a reasonable time to rectify the problem itself. Omantel responded that access would be withdrawn only if there was an immediate risk.

See explanation set out in reference to clause 4.8.2 of Sub Annex C-FA 04 above.

266 5.2	<i>“Omantel shall target a delivery time of 70 Working Days subject to feasibility,</i>	Omantel shall amend the text to stipulate that:
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cooperation of the Requesting Party and any other third Party.”

“Omantel shall target a delivery time of no more than twenty-five (25) to seventy (70) Working Days subject to feasibility, cooperation of the Requesting Party and any other third Party. This delivery date is subject to the Requesting Party having fully cooperated with Omantel and that there will be no delays caused by factors outside Omantel’s control such as, for example, due to the delay arising from the involvement of governmental entities.”

Explanation:

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

See also explanation set out in reference to clause 6.1 of Sub Annex C-FA 01 above.

267 5.5

“If Omantel rejects the request, Omantel shall inform the Requesting Party on the reasons.”

Omantel shall add the following text at the end of the clause:
“... which shall be objectively justifiable such as technical feasibility problems”

Explanation:

See explanation set out in reference to clause 6.7 of Sub Annex C-FA 01 above.

268 5.6.2

“Unless otherwise agreed by the Parties, the Operator shall only be permitted to terminate two (2) fibre strands per fibre cable at the Co-location Space.”

Omantel shall amend the text to stipulate that:
“Unless otherwise agreed by the Parties, the Operator shall be permitted to terminate two (2) fibre strands per fibre cable at the Co-location Space, unless and until these strands are fully utilised.”

Explanation:

In response to a clarification question from the TRA, Omantel justified this clause due to the fact that all operators will be connected to Omantel’s colocation area through the manhole where Omantel will connect their fibre to Omantel’s fibre. As such, Omantel considered 2 fibre strands to be sufficient for such connectivity. In particular, one strand will be used for transmitting and the other will be used for receiving traffic.

The TRA considers that this clause is unduly restrictive. As such, Omantel shall amend the clause to allow the Access Seeker the ability to terminate additional fibre cables. (i.e., to cover for the need for a further two fibre strands to be terminated which may be from within the same cable, as most fibre cables carry multiple strands).

- 269** 5.7.1 *“Omantel shall target a delivery time of 70 Working Days subject to feasibility, cooperation of the Requesting Party and any other third Party.”*
- Omantel shall amend the text to stipulate that:
“Omantel shall target a delivery time of no more than ten (10) to fifteen (15) Working Days subject to feasibility, cooperation of the Requesting Party and any other third Party. This delivery date is subject to the Requesting Party having fully cooperated with Omantel and that there will be no delays caused by factors outside Omantel’s control such as, for example, due to the delay arising from the involvement of governmental entities.”

Explanation:

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

- 270** 6.2 *“...Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges. ...Omantel shall inform the TRA accordingly.”*
- The text shall be amended as follows:
“...Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges and subsequently. Omantel shall inform the TRA accordingly and obtain the necessary approvals from it. For the avoidance of doubt, the cost of integration and testing of standard orders is included in the published NRC/set-up fee for the corresponding service and any such charges shall apply to items that could not reasonably be foreseen or in respect to special requirements from the Requesting Party during the provisioning of the services.”

Explanation:

See explanation in the context of clause 7.2 in Sub Annex C-FA 01 above.

Sub Annex C-FA 15 – Access to Omantel Earth Station

Sr. No.	Clause Reference in Second Draft RAIO	Reference text in Second Draft RAIO	Required Modifications
271	1.2	<i>“The Service offered is without prejudice to the possibility of supplying certain different products, as per regulations in force, on the basis of bilateral reciprocal agreements.”</i>	<p>Omantel shall amend the text to state:</p> <p><i>“The Service offered is without prejudice to the possibility of supplying certain different products, as per regulations in force, on the basis of bilateral agreements. Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges and subsequently. Omantel shall inform the TRA accordingly and obtain the necessary approvals from it.”</i></p>
Explanation:			
See explanation set out in reference to clause 1.2 in Sub Annex C-FA 14.			
272	3.17	<p><i>“Omantel will assess the Requesting Party requirements against the available Co-location space, taking into consideration the following</i></p> <p><i>3.17.1 Omantel’s reasonably anticipated requirements in the next five (5) years for space at the Co-location Site for the provision to itself and its Customers;</i></p> <p><i>3.17.2 Omantel’s reasonably anticipated requirements in the next five (5) years for space at the Co-location Site for operation and maintenance purposes;”</i></p>	<p>Omantel shall amend the clause as follows:</p> <p><i>“Omantel will assess the Requesting Party requirements against the available Co-location space, taking into consideration the following</i></p> <p><i>3.17.1 Omantel’s reasonably anticipated requirements in the next three (3) years for space at the Co-location Site for the provision to itself and its Customers;</i></p> <p><i>3.17.2 Omantel’s reasonably anticipated requirements in the next three (3) years for space at the Co-location Site for operation and maintenance purposes;”</i></p>

Explanation:

See explanation set out in reference to clause 3.16.1 in in Sub Annex C-FA 04.

273 3.17.5 *“whether Omantel proposes to decommission the Co-location Site, within three (3) years from the date of request.”* This Sub clause shall be amended as follows:
“whether Omantel plans to decommission the Co-location Site within three (3) years from the date of the request. For the avoidance of doubt, in such cases the Requesting Party shall be notified of the proposed decommissioning date and may proceed with its order. However it shall confirm in writing to Omantel that it has become aware of the decommissioning date and that it will be required to vacate the relevant place at that time and shall do so, without any delay on notice being served on it by Omantel.”

Explanation:

See explanation set out in reference to clause 1.3 in in Annex C.

274 3.18 *“Access/visit to Omantel Earth Station for the purpose of survey, installation, modification or configuration will require the Requesting Party to provide the following antecedents seven (7) Working Days prior to visit in order for Omantel and its departments dealing with security to clear or not to clear the individual to be allowed or not to be allowed to visit the Earth Station.”* Omantel shall amend the clause as follows:
“Access/visit to Omantel’s Earth Station for the purpose of survey, installation, modification or configuration will require the Requesting Party to provide the following antecedents five (5) Working Days prior to visit in order for Omantel and its departments dealing with security to clear or not to clear the individual to be allowed or not to be allowed to visit the Earth Station.”
The following text shall also be added:
“The aforementioned notice period shall not apply where the Requesting Party requests access for emergency cases. Emergency in this Clause refers to any cause the will lead to danger to persons’ life or property or adversely affect the provision of a telecommunications service, if not carried out at the time.”

Explanation:

See explanation set out in reference to clause 3.17 in Sub Annex C-FA 04.

275 4.2.5 *“The Requesting Party shall pay Omantel the charges specified in Clause 6 below from the date of approving the request.”* Omantel to add the following text at the end of the clause:
“Omantel shall approve the request once the collocation site is ready for the Requesting Party to install its equipment.”

Explanation:

TeO stated that this should be from the date the parties agree that the Requesting Party can start the installation of its equipment at the site.

Omantel responded that the Providing Party will only approve the request once the collocation is ready for installation. The Requesting Party can start the installation after receiving the approval of Providing Party and therefore Requesting Party shall pay the Providing Party from the date of approving the request.

In the light of Omantel's explanation, the TRA considers this clause is acceptable. However, for the avoidance of doubt, Omantel could specify in the relevant clause that it will approve the request once the collocation site is ready for the Requesting Party to install its equipment.

276 4.3.2	<i>“The Liability set upon the Requesting Party shall be limited to five million Omani Rial (OMR,5,000,000) for any one event or series of connected events and ten millions Omani Rial (OMR,10,000,000) for all events (connected or unconnected) in any period of 12 calendar months.”</i>	<p>The text shall be amended as follows:</p> <p><i>“The Liability set upon either Party shall be limited to five million Omani Rial (OMR 5,000,000) for any one event or series of connected events and ten millions Omani Rial (OMR 10,000,000) for all events (connected or unconnected) in any period of 12 calendar months. For the avoidance of doubt, the provisions of this clause shall only relate to any claim for damages directly connected to the Omantel Earth Station and directly related services and in no way affects any other provisions for liability, including those in the Main Agreement, as these are agreed between the Parties.”</i></p>
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Explanation:

See explanation set out in reference to clause 4.3.2 in Sub Annex C-FA 14.

277 4.4.1	<i>“The minimum Contract Term of the Service is three (3) Year.”</i>	<p>The text shall be amended as follows:</p> <p><i>“The minimum Contract Term of the Service is one (1) Year.”</i></p>
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Explanation:

See explanation set out in reference to clause 4.4.1.1 of Sub Annex C-FA 01 above.

278 4.4.2	<i>“If either Party wishes to terminate the contract after the completion of the Contract Term, it shall inform the other party, in writing, three (3) months before the completion of Contract Term, of its intent to terminate the Contract. If no notice is provided at least three (3) months before the completion of Contract, the Contract will be</i>	<p>The text shall be amended as follows:</p> <p><i>“If either Party wishes to terminate the contract after the completion of the Contract Term, it shall inform the other party, in writing, three (3) months before the completion of Contract Term, of its intent to terminate the Contract. The Providing Party shall not terminate the Contract without the prior approval of the TRA. If no notice is provided at least three (3) months before the completion of Contract, the Contract will be automatically renewed for on a monthly basis until the Requesting Party decides to terminate service having given the required notice. In the event that no notice has been served by the</i></p>
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automatically renewed for the same Contract Term.”

Requesting Party within the three (3) months before the completion of Contract, Omantel shall have the right to notify the Requesting Party that that unless the service is renewed within one month from the date of the notice it shall be terminated at the end of the term or within one month if it is on a monthly basis, provided that Omantel has prior approval from the TRA to terminate the Contract.”

Explanation:

See explanation provided for clauses 4.4.1.2 and 4.4.1.3 in Sub Annex C-FA 01 above.

279 4.4.3

“Termination of the Service by the Requesting Party before the expiration of the Contract Term is subject to an early Termination Fee equal to the charges of the remaining period of the Contract Term.”

Omantel shall amend the clause to state that:

“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 Omantel by virtue of the Service to the Requesting Party irrespective of the early termination of the Service. Such costs shall be quantified by Omantel and shall be paid by the Requesting Party. Omantel shall substantiate such costs on request.”

Explanation:

See explanation set out in reference to clause 4.5.2 of Sub Annex C-FA 01 above.

280 4.6.1

“The Requesting Party shall not sub lease the Co-location Space or his Equipment at the Co-location Site to any other party nor install a third party equipment at the Co-location Site.”

Omantel shall amend the text to state:

“The Requesting Party shall not sub lease the Co-location Space or his Equipment at the Co-location Site to any other party nor install a third party equipment (unless these are for its own use) at the Co-location Site.”

Explanation:

In response to a request for clarification on this clause, Omantel stated that if the Requesting Party leased his equipment from a manufacturer and used it for its own purposes which have been declared to Omantel, then these will be considered as his own equipment.

The TRA notes Omantel’s comment but at the same time, recognises that this is not reflected in the text of the Second Draft RAIO. As such, Omantel shall amend this clause as set out above.

281 4.7.2

“If Omantel determines that the interference poses an immediate risk

Omantel shall add the below text at the end of the clause:

identified in Clause 4.7.1; it may, withdraw physical access and at the Requesting Party cost, take measures necessary to prevent such Risk. Otherwise, Omantel may provide the Requesting Party with three (3) Working Days, notice to rectify the interference. After such time, if the interference continues, Omantel shall withdraw physical access and at the Requesting Party's cost, take measures to prevent the interference.”

“At the time of suspending such service, notice shall be served immediately and the reasons given to the other party and a copy of the same shall be sent to the TRA.”

Explanation:

TeO stated that this option should be deleted, as the Requesting Party shall always be given a reasonable time to rectify the problem itself. Omantel responded that if there is an immediate risk, only then will the access be withdrawn.

See explanation set out in reference to clause 4.8.2 of Sub Annex C-FA 04 above.

282 5.2

“Omantel shall target a delivery time of 70 Working Days subject to feasibility, cooperation of the Requesting Party and any other third Party.”

Omantel shall amend the text to stipulate that:
“Omantel shall target a delivery time of no more than twenty-five (25) to seventy (70) Working Days subject to feasibility, cooperation of the Requesting Party and any other third Party. This delivery date is subject to the Requesting Party having fully cooperated with Omantel and that there will be no delays caused by factors outside Omantel's control such as, for example, due to the delay arising from the involvement of governmental entities.”

Explanation:

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

See also explanation set out in reference to clause 6.1 of Sub Annex C-FA 01 above.

283 5.6.2 “Unless otherwise agreed by the Parties, the Operator shall only be permitted to terminate two (2) fiber strands per fiber cable at the Co-location Space.□ ” Omantel shall amend the text to stipulate that: “Unless otherwise agreed by the Parties, the Operator shall be permitted to terminate two (2) fibre strands per fibre cable at the Co-location Space, unless and until these strands are fully utilised.”

Explanation:

See explanation set out in reference to clause 5.6.2 of Sub Annex C-FA 14 above.

284 5.7.1 “Omantel shall target a delivery time of 70 Working Days subject to feasibility, cooperation of the Requesting Party and any other third Party.” Omantel shall amend the text to stipulate that: “Omantel shall target a delivery time of no more than ten (10) to fifteen (15) Working Days subject to feasibility, cooperation of the Requesting Party and any other third Party.”

Explanation:

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

285 6.2 “...Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges. Omantel shall inform the TRA accordingly.” Omantel shall amend the text as below: “...Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges. Omantel shall inform the TRA accordingly and obtain the necessary approvals from it. For the avoidance of doubt, the cost of integration and testing of standard orders is included in the published NRC/ set-up fee for the corresponding service and any such charges shall apply to items that could not reasonably be foreseen or in respect to special requirements from the Requesting Party during the provisioning of the services.”

Explanation:

See explanation set out in reference to clause 7.2 of Sub Annex C-FA 01 above.

Sub Annex C-FA 16 – Access to Omantel Data Centre

Sr. No.	Clause Reference in Second Draft RAIIO	Reference text in Second Draft RAIIO	Required Modifications
286	1.2	<i>“The Service offered is without prejudice to the possibility of supplying certain different products, as per regulations in force, on the basis of bilateral reciprocal agreements.”</i>	<p>Omantel shall amend the text to state:</p> <p><i>“The Service offered is without prejudice to the possibility of supplying certain different products, as per regulations in force, on the basis of bilateral agreements. Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges and subsequently Omantel shall inform the TRA accordingly and obtain the necessary approvals from it.”</i></p>

Explanation:

The text needs to be amended as charges must be approved by the TRA. The reciprocal obligation shall be removed as other Parties have no such obligations.

287	3.16.1	<i>“Omantel’s reasonably anticipated requirements in the next five (5) years for space at the Co-location Site for the provision to itself and its Customers;”</i>	<p>The text shall be amended as follows:</p> <p><i>“Omantel’s reasonably anticipated requirements in the next three (3) years for space at the Co-location Site for the provision to itself and its Customers and such requirements shall be substantiated on request by the TRA;”</i></p>
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Explanation:

See explanation on clause 3.16.1 in Sub-Annex Annex C-FA 04 above.

288	3.16.2	<i>“Omantel’s reasonably anticipated requirements in the next five (5) years for space at the Co-location Site for operation and maintenance purposes;”</i>	<p>The text shall be amended as follows:</p> <p><i>“Omantel’s reasonably anticipated requirements in the next three (3) years for space at the Co-location Site for operation and maintenance purposes and such requirements shall be substantiated on request by the TRA;”</i></p>
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Explanation:

See explanation on clause 3.16.2 in Sub-Annex Annex C-FA 04 above.

289 3.16.5	<i>“whether Omantel proposes to decommission the Co-location Site, within three (3) years from the date of request.”</i>	<p>The clause shall be amended as follows:</p> <p><i>“whether Omantel proposes to decommission the Co-location Site, within three (3) years from the date of the request. For the avoidance of doubt, in such cases, the Requesting Party shall be notified of the proposed decommissioning date and may proceed with its order. However, it shall confirm in writing to Omantel that it has become aware of the decommissioning date and that it will be required to vacate the relevant place at that time and shall do so, without any delay on notice being served on it by Omantel.”</i></p>
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Explanation:

In response to a TRA question on this clause, Omantel stated that within 3 years means at any time during 3 years as Omantel will not be able to provide the exact time frame. Therefore, in Omantel’s view, it is appropriate to keep this clause. Omantel further stated that it will not provide nor commit to provide a SLA on services that are expected to be disconnected within 3 years. In its view, it is possible that some of the Requesting Parties might not want to change or cancel the service even if Omantel has decided to change to new topology. This eventuality would lead to Omantel facing the costs of running two different network topologies. By way of example, Omantel stated that this had occurred with its current wholesale services, when one of its wholesale customers (Operator) refused to migrate to Omantel’s new network topology, causing Omantel to run two different topologies until it convinced the other operator to change.

The TRA disagrees with the proposed clause. Even if the period for decommissioning is under three years, provided that a Requesting Party is aware of the time that the service will be available, the choice to take the service (or not) must rest with it and not Omantel. Omantel can, in such cases, ask the Requesting Party to sign a statement that it has been made aware of the termination period and the consequences of termination. If the Requesting Party then refuses to move when the service is decommissioned, Omantel can ask the TRA for permission to terminate the service given that the Requesting Party was properly notified at the time.

For the avoidance of doubt, the TRA is of the view that there is no basis for the statement that Omantel will not provide nor commit to a SLA on services that are expected to be disconnected within 3 years. The SLAs are not connected with the period that the service will run and even in such cases proper SLAs must be met.

290 3.17	<i>“Access/visit to Omantel Data Centre for the purpose of survey, installation, modification or configuration will require the Requesting Party to provide the following antecedents seven (7) Working Days prior to</i>	<p>The clause shall be amended as follows:</p> <p><i>“Access/visit to Omantel Data Centre for the purpose of survey, installation, modification or configuration will require the Requesting Party to provide the following antecedents five (5) Working Days prior to visit in order for Omantel and its departments dealing with</i></p>
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visit in order for Omantel and its departments dealing with security to clear or not to clear the individual to be allowed or not to be allowed to visit the Data Centre.”

security to clear or not to clear the individual to be allowed or not to be allowed to visit the Data Centre.”

The following text shall also be added:

“The aforementioned notice period shall not apply where the Requesting Party requests access for emergency cases. Emergency in this article refers to any cause that may lead to danger to person’s life or property or adversely affect the provision of a telecommunications service, if not carried out at the time.”

Explanation:

See explanation set out in reference to clause 3.17 of Sub Annex C-FA 04 above.

291 4.2.2 *“The Requesting Party shall pay Omantel the charges specified in Clause 6 below from the date of approving the request.”*

For the avoidance of doubt, Omantel shall specify in the relevant clause the following:
“Omantel shall approve the request once the collocation site is ready for the Requesting Party to install its equipment.”

Explanation:

In response to a query from TeO, Omantel explained that the Providing Party will only approve the request once the collocation site is ready for the Requesting Party to install its equipment. The Requesting Party can start the installation after receiving the Providing Party’s approval and therefore the Requesting Party shall pay the Providing Party from the date of approving the request.

In the light of Omantel’s explanation, the TRA considers that this clause is acceptable. However, for the avoidance of doubt, Omantel shall add in the relevant clause the text set out above.

292 4.3.4 *“The Liability set upon the Requesting Party shall be limited to five million Omani Rial (OMR,5,000,000) for any one event or series of connected events and ten millions Omani Rial (OMR,10,000,000) for all events (connected or unconnected) in any period of 12 calendar months.”*

The clause shall be amended as follows:
“The Liability set upon either Party shall be limited to five million Omani Rial (OMR 5,000,000) for any one event or series of connected events and ten million Omani Rial (OMR 10,000,000) for all events (connected or unconnected) in any period of 12 calendar months. For the avoidance of doubt the provisions of this clause shall only relate to any claim for damages directly connected to the Omantel Data Centre and directly related services and in no way affects any other provisions for liability, including those in the Main Agreement, as these are agreed between the Parties.”

Explanation:

See explanation set out in reference to clause 4.3.2 in Sub Annex C-FA 14.

293	4.4.1	<i>“The minimum Contract Term of the Service is three (3) year.”</i>	The clause shall be amended as follows: <i>“The minimum Contract Term of the Service is one (1) year.”</i>
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Explanation:

See explanation in the context of clause 4.4.1.1 of Sub Annex C-FA 01 above.

294	4.4.2	<i>“If either Party wishes to terminate the contract after the completion of the Contract Term, it shall inform the other party, in writing, three (3) months before the completion of Contract Term, of its intent to terminate the Contract. If no notice is provided at least three (3) months before the completion of Contract, the Contract will be automatically renewed for the same Contract Term.”</i>	The clause shall be amended as follows: <i>“If either Party wishes to terminate the contract after the completion of the Contract Term, it shall inform the other party, in writing, three (3) months before the completion of Contract Term, of its intent to terminate the Contract. The Providing Party shall not terminate the Contract without the prior approval of the TRA. If no notice is provided at least three (3) months before the completion of Contract, the Contract will be automatically renewed for on a monthly basis until the Requesting Party decides to terminate service having given the required notice. In the event that no notice has been served by the Requesting Party within the three (3) months before the completion of Contract, Omantel shall have the right to notify the Requesting Party that that unless the service is renewed within one month from the date of the notice it shall be terminated at the end of the term or within one month if it is on a monthly basis, provided that Omantel has prior approval from the TRA to terminate the Contract.”</i>
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Explanation:

See explanation provided for clauses 4.4.1.2 and 4.4.1.3 in Sub Annex C-FA 01 above.

295	4.4.3	<i>“Termination of the Service by the Requesting Party before the expiration of the Contract Term is subject to early Termination Fee equal to the charges of the remaining period of the Contract Term.”</i>	The clause shall be amended 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 Omantel by virtue of the Service to the Requesting Party irrespective of the early termination of the Service. Such costs shall be quantified by Omantel and shall be paid by the Requesting party. Omantel shall substantiate such costs on request.”</i>
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Explanation:

See explanation provided for clause 4.5.2 in Sub Annex C-FA 01 above.

296	4.6.1	<i>“The Requesting Party shall not sub lease the Co-location Space or his Equipment at the Co-location Site to any other party nor install a third party equipment at the Co-location Site.”</i>	Omantel shall amend the text to state: <i>“The Requesting Party shall not sub lease the Co-location Space or his Equipment at the Co-location Site to any other party nor install a third party equipment (unless these are for its own use) at the Co-location Site.”</i>
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Explanation:

In response to a request for clarification on this clause, Omantel stated that if the Requesting Party leased his equipment from a manufacturer and used it for its own purposes which have been declared to Omantel, then these will be considered as his own equipment.

The TRA notes Omantel’s comment but at the same time, recognises that this is not reflected in the text of the Second Draft RAIO. As such, Omantel shall amend this clause as set out above.

297	4.7.1	<i>“Each Party shall ensure that its Co-location Equipment does not cause any interference to the other Party’s equipment, plant, facilities, Networks and the equipment of other occupying Operators at the Co-location Site and does not poses an immediate risk of personal injury. In the event of any interference, the Parties shall take in good faith reasonable measures to resolve the problem promptly. Where the Requesting Party equipment is causing interference and the interference cannot be resolved, the Requesting Party shall remove the source of interference immediately.”</i>	Omantel shall amend the clause to add at the end that: <i>“At the time of suspending such service, notice shall be served immediately and the reasons given to the other party and a copy of the same shall be sent to the TRA.”</i>
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Explanation:

See explanation set out in reference to clause 4.8.2 of Sub Annex C-FA 04 above.

298 5.2	<i>“Omantel shall use its best endeavors to have a Target Acceptance Date for Co-location request within 25 Working Days and shall not exceed 70 Working Days subject to feasibility.”</i>	Omantel shall amend the text to stipulate that: <i>“Omantel shall target a delivery time of no more than twenty-five (25) to seventy (70) Working Days subject to feasibility, cooperation of the Requesting Party and any other third Party. This delivery date is subject to the Requesting Party having fully cooperated with Omantel and that there will be no delays caused by factors outside Omantel’s control such as, for example, due to the delay arising from the involvement of governmental entities.”</i>
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Explanation:

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

See also explanation set out in reference to clause 6.1 of Sub Annex C-FA 01 above.

299 5.5	<i>“If Omantel rejects the request, Omantel shall inform the Requesting Party on the reasons.□ ”</i>	Omantel shall add the following text at the end of the clause: <i>“... which shall be objectively justifiable such as technical feasibility problems.”</i>
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Explanations:

See explanation set out in reference to clause 6.7 of Sub Annex C-FA 01 above.

300 5.6.2	<i>“Unless otherwise agreed by the Parties, the Operator shall only be permitted to terminate two (2) fiber strands per fiber cable at the Co-location Space.□ ”</i>	Omantel shall amend the text to stipulate that: <i>“Unless otherwise agreed by the Parties, the Operator shall be permitted to terminate two (2) fibre strands per fibre cable at the Co-location Space, unless and until these strands are fully utilised.”</i>
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Explanations:

See explanation set out in reference to clause 5.6.2 of Sub Annex C-FA 14 above.

301 5.7.1	<i>“Omantel shall target a delivery time of 70 Working Days subject to feasibility, cooperation of the Requesting Party and any other third Party.”</i>	The clause shall be amended as follows: <i>“Omantel shall target a delivery time of no more than ten (10) to fifteen (15) Working Days subject to feasibility, cooperation of the Requesting Party and any other third Party. This delivery date is subject to the Requesting Party having fully cooperated with Omantel</i>
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and that there will be no delays caused by factors outside Omantel's control such as, for example, due to the delay arising from the involvement of governmental entities.”

Explanations:

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

See also explanation set out in reference to clause 6.1 of Sub Annex C-FA 01 above.

302 6.2

“...Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges. Omantel shall inform the TRA accordingly.”

The clause shall be amended as follows:

“...Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges. Omantel shall inform the TRA accordingly and obtain the necessary approvals from it. For the avoidance of doubt, the cost of integration and testing of standard orders is included in the published NRC/ set-up fee for the corresponding service and any such charges shall apply to items that could not reasonably be foreseen or in respect to special requirements from the Requesting Party during the provisioning of the services.”

Explanation:

See explanation set out in the context of clause 7.2 in Sub Annex C-FA 01 above.

Sub Annex C-FI 01 – Fixed Ancillary Services

Sr. No.	Clause Reference in Second Draft RAIO	Reference text in Second Draft RAIO	Required Modifications																																			
303	3.2.1	<p><i>“Omantel Primary Switches are shown in Table 1 below:”</i></p> <table border="1"> <thead> <tr> <th>No.</th> <th>Region</th> <th>Location/ Area</th> <th>Type</th> <th>Code</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>C</td> <td>Greater Mutrah</td> <td>Primary Tandem</td> <td>GMP1</td> </tr> <tr> <td>2</td> <td>C</td> <td>Qurum</td> <td>Local Primary</td> <td>QUR2</td> </tr> <tr> <td>3</td> <td>C</td> <td>Sohar</td> <td>Local Primary</td> <td>SOH2</td> </tr> <tr> <td>4</td> <td>C</td> <td>Nizwa</td> <td>Local Primary</td> <td>NIZ1</td> </tr> <tr> <td>5</td> <td>B</td> <td>Refer note below</td> <td>Refer note below</td> <td>GMP1</td> </tr> <tr> <td>6</td> <td>A</td> <td>Salalah</td> <td>Local Primary</td> <td>SAL2</td> </tr> </tbody> </table>	No.	Region	Location/ Area	Type	Code	1	C	Greater Mutrah	Primary Tandem	GMP1	2	C	Qurum	Local Primary	QUR2	3	C	Sohar	Local Primary	SOH2	4	C	Nizwa	Local Primary	NIZ1	5	B	Refer note below	Refer note below	GMP1	6	A	Salalah	Local Primary	SAL2	Omantel shall make the adjustments described below.
No.	Region	Location/ Area	Type	Code																																		
1	C	Greater Mutrah	Primary Tandem	GMP1																																		
2	C	Qurum	Local Primary	QUR2																																		
3	C	Sohar	Local Primary	SOH2																																		
4	C	Nizwa	Local Primary	NIZ1																																		
5	B	Refer note below	Refer note below	GMP1																																		
6	A	Salalah	Local Primary	SAL2																																		
<p>Explanation:</p> <p>TeO stated that the Requesting Party should be allowed to use an existing Mobile POI also for Fixed Access & Interconnect services (vice versa), as long as separate trunk groups are dedicated to Fixed and Mobile traffic. Forcing the Requesting Party to interconnect and purchasing basic interconnect equipment for both the Fixed and Mobile networks of Omantel will only drive up the costs of the Requesting Party, in particularly during the initial phase when traffic volumes are small.</p> <p>Omantel responded that Omantel’s existing network topology differs for its fixed and mobile network and, therefore, each network has different POIs. Therefore, if the Requesting Party wishes to connect to the fixed network only and transit calls to the mobile network, the Requesting Party can request the Call Transit Service for this purpose.</p> <p>The TRA, having considered Omantel’s views, accepts that Fixed and Mobile POIs are likely to be in different places. However, as well as using the Call Transit service, it should be possible for a Receiving Party to use the Wholesale Transmission service to extend capacity from, say, a fixed POI location to a Mobile POI location. As such, Omantel shall make this clear in its RAIO.</p>																																						
304	3.4.2	<p><i>“Omantel will provide signalling at each of the Points of Interconnections and this will be based on the associated mode.”</i></p>	Omantel to revise this clause based on the below.																																			

Explanation:

In response to a TRA clarification question on whether both signalling types would be offered, Omantel stated that they could provide both:

- Associated mode signaling (clause 3.4.2) i.e. for circuit/voice related signaling (ISUP).
- STP and Non/quasi associated mode signaling (clause 3.4.3 and table 3-3) i.e. mostly for non-circuit related signaling (MAP, INAP, CAP, SCCP).

The TRA accepts Omantel's response, that is to say they are likely to use both associated and quasi-associated modes. Therefore, the texts of 3.4.2 and 3.4.3 (and similar elsewhere) need rewriting to reflect this clearly.

305	3.4.3	<i>“Omantel provides signalling interconnection by the use of Signalling Transfer Points (STP) at the point of interconnections as shown in Table 3-3 below:”</i>	Omantel to revise this clause as explained under clause 3.4.2 in this Sub Annex above.
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Explanation:

See explanation on clause 3.4.2 in this Sub Annex above.

306	3.4.4	<i>“...The connectivity charges shall be charged to the Requesting Party.”</i>	The text shall be amended as follows: <i>“.....The connectivity charges shall be charged to the Requesting Party. Any such charges shall be those reasonably incurred and which shall be objectively justified. All such charges shall be subject to TRA approval. For the avoidance of doubt, where the transfer arises as a result of an Omantel decision alone and the Requesting Party has already paid for the setup of its connectivity requirements in the existing location, any such costs already paid for shall be offset by Omantel when calculating the cost of connectivity at the new location. Omantel, where agreed with the Requesting Party, shall carry out and charge for work that could be carried out by the Requesting Party or its agents such as, for example to transport the Requesting Party's equipment to the new site. Such charges shall be agreed between the Parties.”</i>
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Explanation:

Omantel was asked to confirm what is referred to under connectivity charges and why any cost to transfer should be borne by the Requesting Party, if the decision to transfer is Omantel's.

In response to a query on this clause, Omantel stated that it will not bear the cost of transferring the equipment of other operators if it is required to do so. Rather, each party shall bear its own cost. The Requesting Party shall pay for its connectivity requirements in the other location to make a similar setup. Omantel will take responsibility to connect the STPs to its own network.

In the TRA's view, to ensure that some costs are not over-recovered, the text needs to be amended where the transfer is a result of a decision taken by Omantel. Thus, the text shall be amended to state that:

1. Charges shall be those reasonably incurred and which can be objectively justified on request and which shall be subject to TRA approval;
2. Omantel will charge for work that could be carried out by the Requesting Party or its agents – if asked – e.g. without limitations to transport the Requesting Party's equipment to the new site,
3. If the Requesting Party has already paid for the setup of its connectivity requirements in the other location, any such costs will be offset by Omantel when calculating the cost of connectivity at the new location.

307 3.5.2 *“The Areas and the geographical number ranges connected to each Area are listed below.”* Omantel shall amend its requirements in the RAIO to at least 2 POIs for fixed services and shall remove the requirement for the geographic location of these POIs.

Explanation:

The TRA noted that these listings imply that any given area code can only be reached by one particular interconnection site (i.e., POI). For example, area code 26 is only accessed via SOH2. Given this, Omantel was asked whether there is any diversity that prevents the loss of access to its area in case of the Omantel switch at SOH2 failing, and whether Omantel's own traffic would be similarly affected as those of interconnected operators.

As part of its response, Omantel confirmed that any given code can only be reached by one particular interconnect site. However, according to Omantel, another (1 or more) interconnect site(s) could and have been offered (Wholesale Business Unit need to decide) for redundancy/diversity purposes as in Ooredoo, Samatel and Connect Arabia interconnects. The POI in Salalah is required since the emergency number in Salalah is connected through the POI in Salalah. In the past, Salalah was isolated and Ooredoo subscribers were not able to reach to the Emergency number due to heavy rains. Therefore, both parties agreed to have Salalah POI as a mandatory POI for the interconnection. Omantel confirmed that the impact on Omantel's own traffic is similar to those on other interconnected operators.

Also, Omantel have run its financial and costing model based on the facts and figures provided in its Draft RAIO which states clearly that for interconnecting with Omantel fixed network OLO's has to have minimum three point of interconnects and for mobile traffic handover at two

point of interconnections. Any change in this cannot be done in isolation as Omantel need to run its model again and it will definitely come up with higher termination and origination cost and definitely the transit cost will also go up. Therefore, at this stage Omantel cannot agree on changes to Draft RAIO terms and conditions in isolation.

Although the TRA recognises that an operator having a single POI could lead to it being more prone to network outages, this is a matter for the operator in question to decide. And, whilst the TRA is satisfied that dual POIs in each area should be the norm, if some operators cannot afford this, then Omantel should be offering a nationwide connectivity service, such that traffic handed over at one or a pair of POIs can reach any number in the country. See also discussion on clause 3.6.2 below.

The TRA also notes the comments concerning emergency calls. An absence of regional POIs will change the way emergency calls are routed. However, Omantel's network should be able to route according to the Calling Line ID. If this is not possible, another solution would be for the Requesting Party to add a suffix code to the emergency number identifying the area the call originates from.

308 3.6.2 *“The Requesting Party shall request at least three points of Interconnections; two in Muscat Region and the other one in Salalah.”* Omantel shall amend its requirements in the RAIO to be at least two (2) POIs for fixed services and to remove the requirement for the geographic location of these POIs.

Explanation:

This matter was discussed as part of the industry meeting and TRA's decision has taken the feedback provided in this regard.

Omantel explained (as part of its written submission) that its current requirement on Requesting Parties to interconnect at least three POIs was motivated by:

- The fact that any given code can be reached by one particular interconnect site. However, another (1 or more) interconnect site(s) could and have been offered for redundancy/diversity purposes as in case of Ooredoo, Samatel and Connect Arabia interconnects.).
- The POI in Salalah is required since the emergency number in Salalah is connected through the POI in Salalah. In the past, Salalah was isolated and Ooredoo subscribers were not able to reach to the Emergency number due to heavy rains. Therefore, both parties agreed to have Salalah POI as a mandatory POI for interconnection.

- Multiple POIs can be important as there are number of times when one needs to do routine maintenance on the POI equipment at one of the POI, meaning that POI may face some downtime, in which case the traffic between the two networks will be lost during the outage.

During the industry meeting and subsequent written submission, TeO stated that this was not a critical issue, but disagreed with the principle that Omantel should impose nationwide interconnection on all Requesting Parties (because, for example, some may only focus on Muscat). Although many access seekers may decide to order more than one POI for redundancy purposes, the assessment of risk vs. costs should lie with the access seeker and not Omantel. Hence, if an access seeker decides to operate with only one POI that should be its sole decision. This is particularly the case since the success of some potential access seekers (e.g. a VoIP provider) may be more dependent on costs (price) than service availability (quality).

Further, TeO stated that Omantel requiring a POI in Salalah is unreasonable as it would not only add costs for a POI, it would also require most access seekers to buy connectivity, co-location and O&M services from Omantel to set-up and manage the remote POI and connect it to the main facilities typically present in Muscat. Instead of pushing all these unnecessary costs onto an access seeker, Omantel could simply charge a national fixed origination/ termination fee for traffic originating/terminating in Salalah, rather than a regional fixed origination/termination fee, which would be applicable in a region (e.g. Muscat) where a POI was present.

Additionally, according to TeO, Omantel already offers a transit service to third party networks, so it is unclear why Omantel cannot simply offer the same service between its "two" networks, rather than demanding access seekers establish POIs with both its fixed and mobile networks.

Lastly, TeO noted that Ooredoo, in its draft RAIO, does not require a POI in Salalah nor a minimum number of POIs nor different POIs for its fixed and mobile networks. TeO requests that the TRA adapt Ooredoo practice, which is also in line with best practice in the industry. Omantel's response to TeO was:

- Omantel disagreed that its current proposal is not an industry standard; and
- As Omantel has separate licences for fixed and mobile services, this requires separate wholesale agreements and thus POIs. This then avoids OLO paying transit charges.

However, Omantel would be open for a regional licensee (if there is one) to only have POIs in Muscat (e.g. if they do not operate in Salalah).

Having reviewed all submissions made on this matter, both here and relating to clause 3.5.2 above, the TRA concludes that Omantel shall amend its requirements in the RAIO to be at least two (2) POIs for fixed services and to remove the requirement for the geographic location of these POIs.

309 3.6.3	<i>“Targeted delivery time for Points of Interconnection is 34 Working Days with a maximum delivery time of 75 Working Days subject to feasibility.”</i>	Omantel shall amend the clause to state that: <i>“Targeted delivery time for Points of Interconnection is twenty-eight (28) Working Days with a maximum delivery time of forty (40) Working Days subject to feasibility, cooperation of the Requesting Party and any other third Party. This delivery date is subject to the Requesting Party having fully cooperated with Omantel and that there will be no delays caused by factors outside Omantel’s control such as, for example, due to the delay arising from the involvement of governmental entities.”</i>
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Explanation:

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

See also explanation on clause 6.1 of Sub Annex C-FA 01 above.

310 4.3.2	<i>“With respect to Port Capacity ordered at a Point of Interconnection already in operation Omantel 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 subject to feasibility.”</i>	Omantel shall amend the clause to state that: <i>“With respect to Port Capacity ordered at a Point of Interconnection already in operation Omantel shall 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 subject to feasibility, cooperation of the Requesting Party and any other third Party. This delivery date is subject to the Requesting Party having fully cooperated with Omantel and that there will be no delays caused by factors outside Omantel’s control such as, for example, due to the delay arising from the involvement of governmental entities.”</i>
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Explanation:

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

See also explanation on clause 6.1 of Sub Annex C-FA 01 above.

311 4.5.1	<i>“Port Capacity Orders may not be amended unless the Parties agree to do so in writing.”</i>	The clause shall be amended as follows:
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“Port Capacity Orders may not be amended unless the Parties agree to do so in writing or where the Party requesting the change compensates the other Party for any reasonable costs incurred as a result of the change. Such costs shall be justified on request.”

Explanation:

In responding to this proposed clause, TeO stated that the Requesting Party should be allowed to amend an order at any point in time, but may have to compensate Omantel, in case Omantel has incurred costs for the changed part of the order.

Omantel responded that it and Ooredoo faced lot of issues to implement some of the services requested by both parties from each other. Hence, both operators jointly agreed to modify the process by including these restrictions in their Interconnection Agreement. The same process is used to overcome those issues and further smoothen the quality of service and delivery. The process has been working to the satisfaction of both operators. Hence, they suggest that the same process be used.

The TRA does not consider that Omantel’s reply is acceptable if the Requesting Party is prepared to pay for any costs it incurs as a result of the change. As such, Omantel shall amend the clause as set out above.

312 5.1.1 *“The Basic Block and Expansion Co-Location arrangement under this Clause 5 is for reserving the port capacity at the Point of Interconnection.”* Omantel shall revise this clause to provide more flexibility to Requesting Parties in terms of cross-connect capacity (intra-building wiring) at the POI (i.e., to allow the Requesting Party to buy or reserve capacity at the 2Mbps level rather than the STM-1 level only).

Explanation:

In response to a TRA clarification question on this clause, Omantel stated that the Interconnection topology used today between Omantel and the other operators mandates the reservation of 63 ports. These 63 ports are multiplexed to form an STM-1 level or STM-4 level connectivity port. Therefore, Omantel will not be able to use any of these ports since these will be directly connected with the Requesting Party’s port. The Omantel network takes care of the MUX facility within the Omantel building.

The TRA is not satisfied with this explanation. While the TRA accepts that distribution block capacity has to be reserved in multiple quantities, the very fact that the frames provide flexibility means that there is no requirement to reserve similar quantities of port capacity. As such, the current requirement creates a significant inflexibility which seems inappropriate given that the interconnect services themselves are sold at the 2Mbps level. As such, Omantel needs to revise the clause in order to allow for a more flexible arrangement of buying/reserving cross-connect capacity (intra-building wiring) at the POI.

- 313** 5.3.2 *“The target delivery time is estimated to be 30 Working Days and shall not exceed 60 Working Days subject to feasibility. ”* Omantel shall amend the text to state:
“The target delivery time is estimated to be thirty (30) Working Days and shall not exceed sixty (60) Working Days subject to feasibility, cooperation of the Requesting Party and any other third Party. This delivery date is subject to the Requesting Party having fully cooperated with Omantel and that there will be no delays caused by factors outside Omantel’s control such as, for example, due to the delay arising from the involvement of governmental entities.”

Explanation:

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

In relation to this clause, a stipulation can be added that this delivery date is subject to the Requesting Party and/or the end user having fully cooperated with Omantel and that there will be no delays caused by factors outside Omantel’s control such as, for example, due to delays arising from the involvement of governmental entities.

- 314** 8.2 *“...Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges.”* Omantel shall amend the text to add the following:
“...Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges. Omantel shall inform the TRA accordingly and obtain the necessary approvals from it. For the avoidance of doubt, the cost of integration and testing of standard orders is included in the published NRC/ set-up fee for the corresponding service and any such charges shall apply to items that could not reasonably be foreseen or in respect to special requirements from the Requesting Party during the provisioning of the services.”

Explanation:

See explanation set out in the context of clause 7.2 in Sub Annex C-FA 01 above.

Sub Annex C-FI 02– Fixed Call-by-Call Carrier Selection (CCS)

Sr. No.	Clause Reference in Second Draft RAIO	Reference text in Second Draft RAIO	Required Modifications
315	2.1.6	<i>“Joint Working Manual – Operation manual that contains specific procedures related to the CPS Service and shall be develop jointly by both Parties once the request of CCS Service is received.”</i>	The TRA requires that Omantel amends this clause as follows: <i>“Joint Working Manual – Operation manual that contains specific procedures related to the CCS Service and shall be developed jointly by all industry players once the request of CCS Service is received. Within three months of such a request been made, Omantel 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 accompanying note. The Joint Working Manual shall come into force once approved by the TRA.”</i>

Explanation:

TeO stated that Omantel should develop a draft of this manual now, to avoid the provisioning of the service being slowed down by having to do this manual from scratch once the service is ordered.

In the context of the industry meetings, Omantel stated that it was agreed during the consultation that Omantel and all stakeholders will work together to create a Joint Working Manual, in which all the processes will be explained in detail.

TeO disagreed with Omantel’s statement above. It accepted that a Joint Working Manual may be required for certain A&I services, but felt it is not practical to develop such manuals by working together with “all stakeholders”. This would only result in unnecessary delays, which will only benefit the dominant operators. Instead, it felt that Omantel should be required to develop a draft Joint Working Manual for every A&I service, for which such a manual is relevant and does not already exist, together with its RAIO. This would be a more efficient process, in particular since many of the A&I services are already provided to Ooredoo and other Access Seekers, and/or are well known to Omantel.

The TRA has considered the representations made, taking into account also that these manuals are normally developed as part of the implementation process following a regulatory decision to introduce the individual product and are approved by regulatory authorities as and

when they are issued. The TRA also recognises that such manuals are required for effective and proper implementation of the service. The same principle applies not only for Carrier Selection services but also for other services such as Number Portability, Carrier Pre-selection etc., The TRA is satisfied that these should be developed jointly by industry, with Omantel leading the process. Also, the manual should build on international benchmarks which are widely available. The TRA shall supervise and approve the manuals in due time, as necessary.

However, this process should not be delayed unnecessarily. Any such joint working manual shall be prepared no later than three months after a service request is 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, detail what these are.

316 4.1.1 (a)	<i>“The other Party also agrees to provide such Service with the same terms and conditions specified in this Sub Annex.”</i>	Omantel shall delete the clause or may state that: <i>“The other Party may agree, but does not have to provide such Service on such terms and conditions as they may be agreed between the Parties.”</i>
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Explanation:

There is no legal basis for this requirement. On the contrary, the other Parties have no obligation to offer such services unless declared dominant in the relevant markets by the TRA and obligated to offer the service.

317 5.6	<i>“With respect to system preparation for the CCS Service including the setup of the POI, Omantel 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>	Omantel shall amend the clause as follows: <i>“With respect to system preparation for the CCS Service including the setup of the POI, Omantel shall use its best endeavors to have a target delivery time of no more than twenty (20) working days from the date of submitting the order subject to feasibility, cooperation of the Requesting Party and/ or his customer and any other third Party. This delivery date is subject to the Requesting Party and/ or the end user having fully cooperated with Omantel and that there will be no delays caused by factors outside Omantel’s control such as, for example, due to the delay arising from the involvement of governmental entities.”</i>
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Omantel shall also add an additional clause on delivery times for customer activation as follows:

“With respect to route link expansions, Omantel shall have a target delivery time of ten (10) Working Days with maximum delivery time of twenty (20) Working Days subject to feasibility, cooperation of the Requesting Party and/ or his customer and any other third Party. This delivery date is subject to the Requesting Party and/ or the end user having

fully cooperated with Omantel and that there will be no delays caused by factors outside Omantel's control such as, for example, due to the delay arising from the involvement of governmental entities.”

Explanation:

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

318 5.8 *“If Omantel rejects the request, Omantel shall inform the Requesting Party on the reasons.”* Omantel shall add the following text at the end of the clause: *“... which shall be objectively justifiable, such as the request not being technical feasible”.*

Explanation:

Reasons to reject a request must be objectively justifiable; as otherwise, they would be arbitrary and can be used in a discriminatory manner. Omantel must therefore justify any requests it rejects.

319 6.2 *“...Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges. Omantel shall inform the TRA accordingly.”* Omantel shall amend the text to state that: *“...Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges. Omantel shall inform the TRA accordingly and obtain the necessary approvals from it. For the avoidance of doubt, the cost of integration and testing of standard orders is included in the published NRC/ set-up fee for the corresponding service and any such charges shall apply to items that could not reasonably be foreseen or in respect to special requirements from the Requesting Party during the provisioning of the services.”*

Explanation:

See explanation set out in the context of clause 7.2 in Sub Annex C-FA 01 above.

Sub Annex C-FI 03– Fixed Carrier Pre Selection (CPS)

Sr. No.	Clause Reference in Second Draft RAIO	Reference text in Second Draft RAIO	Required Modifications
320	2.1.6	<i>“Joint Working Manual – Operation manual that contains specific procedures related to the CPS Service and shall be developed jointly by both Parties once the request of CPS Service is received.”</i>	The TRA requires Omantel to amend this clause as follows: <i>“Joint Working Manual – Operation manual that contains specific procedures related to the CPS Service and shall be developed jointly by all industry players once the request of CPS Service is received. Within three months of such a request being made, Omantel 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 accompanying note. The Joint Working Manual shall come into force once approved by the TRA.”</i>
Explanation: See further explanation set out in the context of clause 2.1.6 of Sub Annex C-FI 02 above.			
321	3.5	<i>“...The Requesting Party shall also provide a “No objection” letter from the former Service provider (Third Party Operator or Omantel) in case the Customer is an active customer.”</i>	The text shall be amended as below: <i>“...The Requesting Party shall also provide a “No objection” letter from the former Service provider (Third Party Operator excluding Omantel) in case the Customer is an active customer.”</i>
Explanation: See explanation set out in the context of clause 4.2.1 of Sub Annex C-FA 01 above.			
322	4.1.1 (a)	<i>“The other Party also agrees to provide such Service with the same terms and conditions specified in this Sub Annex;”</i>	Omantel shall delete the clause or may state that: <i>“The other Party may agree, but does not have to provide such Service on such terms and conditions as they may be agreed between the Parties.”</i>
Explanation: See explanation set out in the context of clause 4.1.1 (a) of Sub Annex C-FI 02 above.			

323 4.6.1.1 *“The minimum Contract Term for service setup connectivity is three (3) Years.”* The text shall be amended as follows:
“The minimum Contract Term for service setup connectivity is one (1) Year.”

Explanations:

See explanation in the context of clause 4.4.1.1 of Sub Annex C-FA 01 above.

324 4.6.1.2 *“If either Party wishes to terminate the contract after the completion of the Contract Term, it shall inform the other Party, in writing, three (3) months before the completion of Contract Term, of its intent to terminate the Contract.”* Omantel shall amend this clause as follows:
“If either Party wishes to terminate the contract after the completion of the Contract Term, it shall inform the other Party, in writing, three (3) months before the completion of Contract Term, of its intent to terminate the Contract. The Requesting Party shall be responsible of the consequences if it terminated the Service with active Customer on his network. The Providing Party shall not terminate the Contract without the prior approval of the TRA.”

Explanation:

Omantel needs to amend this clause to state that any contract termination instigated by itself (rather than the Requesting Party) is subject to pre-approval by the TRA.

325 4.6.1.3 *“If no notice is provided at least three (3) months before the completion of Contract, the Contract will be automatically renewed for the same Contract Term.”* The text shall be amended as follows:
“If no notice is provided at least three (3) months before the completion of Contract, the Contract will be automatically renewed on a monthly basis until the Requesting Party decides to terminate service having given the required notice. In the event that no notice has been served by the Requesting Party within the three (3) months before the completion of Contract, Omantel shall have the right to notify the Requesting Party that that unless the service is renewed within one month from the date of the notice it shall be terminated at the end of the term or within one month if it is on a monthly basis, provided that Omantel has prior approval from the TRA to terminate the Contract.”

Explanations:

See explanation on clause 4.4.1.3 in Sub Annex C-FA 01 above.

326 4.6.3 *“Termination of the Service by the Requesting Party before the expiration of the Contract Term is subject to an early Termination Fee* Omantel shall amend the clause to state that:
“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

equal to the charges of the remaining period of the Contract Term.”

have been incurred or will unavoidably be incurred by Omantel by virtue of the Service to the Requesting Party irrespective of the early termination of the Service. Such costs shall be quantified by Omantel and shall be paid by the Requesting Party. Omantel shall substantiate such costs on request.”

Explanations:

See explanation on clause 4.5.2 in Sub Annex C-FA 01 above.

327 6.6

“With respect to system preparation for the CPS Service, Omantel 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.”

Omantel shall amend the clause to state that:

“With respect to system preparation for the CPS Service, Omantel shall have a target delivery time of no more than twenty (20) Working Days subject to feasibility, cooperation of the Requesting Party and/ or his customer and any other third Party. This delivery date is subject to the Requesting Party and/ or the end user having fully cooperated with Omantel and that there will be no delays caused by factors outside Omantel’s control such as, for example, due to the delay arising from the involvement of governmental entities.”

Explanation:

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

See also explanation on clause 6.1 of Sub Annex C-FA 01 above.

328 6.8

“With respect to activating the CPS of each Customer, Omantel shall use its best endeavours to have a target delivery time of 14 Working Days with maximum delivery time of 30 Working Days subject to feasibility.”

Omantel shall amend the clause to state that:

“With respect to activating the CPS of each Customer, Omantel shall have a target delivery time of no more than five (5) Working Days subject to feasibility, cooperation of the Requesting Party and/ or his customer and any other third Party. This delivery date is subject to the Requesting Party and/ or the end user having fully cooperated with Omantel and that there will be no delays caused by factors outside Omantel’s control such as, for example, due to the delay arising from the involvement of governmental entities.”

Explanation:

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

See also explanation on clause 6.3 of Sub Annex C-FA 01 above.

- 329** 6.9 *“The Requesting Party 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 on the number of connections that can be submitted at a time.”* The text shall be amended as follows:
“The Requesting Party, 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 each time.”

Explanation:

See explanation set out in reference to clause 6.4 of Sub Annex C-FA 01 above.

- 330** 6.10 *“If Omantel rejects the request, Omantel shall inform the Requesting Party on the reasons.”* Omantel shall add the following text at the end of the clause:
“... which shall be objectively justifiable such as technical feasibility problems.”

Explanation:

See explanation set out in reference to clause 6.7 of Sub Annex C-FA 01 above.

- 331** 7.2 *“...Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges.”* The text shall be amended as follows:
“... Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges. Omantel shall inform the TRA accordingly and obtain the necessary approvals from it. For the avoidance of doubt the cost of integration and testing of standard orders is included in the published NRC/ set-up fee for the corresponding service and any such charges shall apply to items that could not reasonably be foreseen or in respect to special requirements from the Requesting Party during the provisioning of the services.”

Explanation:

See explanation set out in the context of clause 7.2 in Sub Annex C-FA 01 above.

Sub Annex C-FI 04 – Call Origination for Non-Geographic Calls

Sr. No.	Clause Reference in Second Draft RAIO	Reference text in Second Draft RAIO	Required Modifications
332	1.3	<i>“The Parties shall agree in advance to all necessary technical requirements, including Call set-up and clear-down sequences, for the conveyance of Calls pursuant to this Sub Annex.”</i>	The text shall be amended as follows: <i>“Omantel, jointly with the industry, shall agree in advance to all necessary technical requirements, including Call set-up and clear-down sequences, for the conveyance of Calls pursuant to this Sub Annex. Within three months of a request been made for a Call Origination for Non-Geographic Calls service, Omantel 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 accompanying note. The Joint Working Manual shall come into force once approved by the TRA.”</i>
Explanation: See explanation set out in the context of clause 2.1.6 of Sub Annex C-FI 02 above.			
333	1.5	<i>“The Requesting Party shall not hand over Calls to Omantel Network and Omantel shall be under no obligation under this Sub Annex, to accept these Calls from the Requesting Party Network.”</i>	This clause needs to be deleted from the RAIO.
Explanation: Whilst the TRA understands that this is a call origination service and cannot be used in the reverse direction, given that Omantel offers call termination, it has no way to prevent calls being handed back to them after number translation. As such, Omantel needs to remove Clause 1.5 from its Final Draft RAIO.			
334	5.1	<i>“Ordering and delivery shall be handled according to Annex H.”</i>	The text shall be amended as follows:

“Omantel shall target a delivery time of no more than ten (10) to twenty (20) Working Days subject to feasibility, cooperation of the Requesting Party and any other third Party. This delivery date is subject to the Requesting Party having fully cooperated with Omantel and that there will be no delays caused by factors outside Omantel’s control such as, for example, due to the delay arising from the involvement of governmental entities.”

Explanation:

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

335 6.2

“...Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges.”

Omantel shall amend the text to state that:

“...Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges. Omantel shall inform the TRA accordingly and obtain the necessary approvals from it. For the avoidance of doubt, the cost of integration and testing of standard orders is included in the published NRC/ set-up fee for the corresponding service and any such charges shall apply to items that could not reasonably be foreseen or in respect to special requirements from the Requesting Party during the provisioning of the services.”

Explanation:

See explanation set out in the context of clause 7.2 in Sub Annex C-FA 01 above.

Sub Annex C-FI 05 – Outgoing International Calls

Sr. No.	Clause Reference in Second Draft RAIO	Reference text in Second Draft RAIO	Required Modifications
336	1.4	<i>“The Parties shall agree in advance to all necessary technical requirements, including Call set-up and clear-down sequences, for the conveyance of Calls pursuant to this Sub Annex.”</i>	This clause shall either be deleted or clarified by stating that <i>“Where a RAIO agreement exists between the Parties, no further requirements for a specification document shall exist.”</i>
Explanation: Omantel was asked by TeO to make a draft specification up-front, to avoid delay in ordering the Service. Omantel responded that, as far as there is an interconnect agreement under the RAIO, there is no requirement to make any specification document. Given Omantel’s reply, the clause should either be deleted or clarified by stating the above.			
337	5.1	<i>“Ordering and delivery shall be handled according to Annex H.”</i>	The text shall be amended as follows: <i>“Omantel shall target a delivery time of no more than ten (10) to twenty (20) Working Days subject to feasibility, cooperation of the Requesting Party and any other third Party. This delivery date is subject to the Requesting Party having fully cooperated with Omantel and that there will be no delays caused by factors outside Omantel’s control such as, for example, due to the delay arising from the involvement of governmental entities.”</i>
Explanation: All delivery time issues were raised for industry comments. See Annex 1.1 for decision on timescales.			
338	6.2	<i>“...Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges.”</i>	The text shall be amended as follows: <i>“...Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges. Omantel shall inform the TRA accordingly and obtain the necessary approvals from it. For the avoidance of doubt the cost of integration and testing of standard orders is included in the published NRC/ set-up fee for the corresponding service and any</i>

such charges shall apply to items that could not reasonably be foreseen or in respect to special requirements from the Requesting Party during the provisioning of the services.”

Explanation:

See explanation set out in the context of clause 7.2 in Sub Annex C-FA 01 above.

Sub Annex C-FI 06 – Call to Special Fixed Services

Sr. No.	Clause Reference in Second Draft RAIO	Reference text in Second Draft RAIO	Required Modifications
339	1	<i>“General”</i>	See below
Explanation:			
Following a query raised by the TRA on the applicable minimum contract period, Omantel proposed to amend the annex to specify a minimum contract period of 1 year. The TRA considers that this is reasonable and so directs Omantel to make that amendment in the Final Draft RAIO.			
340	1.3	<i>“The Parties shall agree in advance on all necessary technical requirements, including Call set-up and clear-down sequences, for the conveyance of Calls pursuant to this Sub Annex”</i>	This clause shall either be deleted or clarified by stating that <i>“Where a RAIO agreement exists between the Parties no further requirements for a specification documents shall exist.”</i>
Explanation:			
See explanation in the context of clause 1.4 of Sub Annex C-FI 05 above.			
341	2.5	<i>“...The Service might also include additional fees such as but not limited to the emergency call centre fee and the administration fee.”</i>	The text shall be amended as follows: <i>“...The Service might also include additional fees such as but not limited to the emergency call centre fee and the administration fee. Any such fees shall be those either imposed by other relevant authorities of the Sultanate of Oman or any such other charges that shall be cost based and objectively justified. Any fees shall be subject to prior TRA approval.”</i>
Explanation:			
Omantel was asked by the TRA to clarify who will set these additional fees and whether they will be included or over and above those approved by the TRA. If these are over and above the fees approved by TRA as part of this review process, Omantel was asked to explain the value and basis for them. For the avoidance of doubt, if these fees are known they should be specified in the RAIO.			

Omantel responded that the General Emergencies Fees are not included in the price of the termination and yet there is no fee set by the authority managing the emergency call centre for calls terminated on the emergency number. In case the Authority decides to set any fee, the fee will be passed over in addition to the admin fee.

Given the above, Omantel must (a) amend the clause to make it clear that this is in the event the relevant authorities impose any such fees and (b) that any administrative fees, if any, shall be based on objectively justified costs and be approved by the TRA. This will ensure that this clause is in line with Omantel's obligations under the A&I Regulation.

342 3.2 *"...The Service might also include additional fees such as but not limited to the Directory Enquiry Services fee and the administration fee."* The text shall be amended as follow: *"...The Service also includes the Directory Enquiry Services fee."*

Explanation:

Omantel was again asked by the TRA to clarify who sets these additional fees and whether they are included or over and above those approved by the TRA. If these are over and above the fees approved by TRA as part of this review process, please explain the value and basis for them. For the avoidance of doubt, if these fees are known they should be specified in the RAIO.

To date, Omantel has not answered TRA's question on this clause. Annex M simply states a charge on a per call basis. If there are no other fees, the reference to *additional fees* should be deleted.

Omantel for example has provided its agreement with Info Line upon the TRA request during the consultation phase. This agreement covers the charges (additional fees) which were also referred by the TRA (per call charges) in Annex 2 of this Decision.

343 4.2 *"...The Service might also include additional fees such as but not limited to the Local Time Enquiry fee and the administration fee."* The text shall be amended as follow: *"...The Service also includes the Local Time Enquiry fee."*

Explanation:

Please refer to the explanation above on clause 3.2 of this Sub Annex.

344 6.1	<i>“Ordering and delivery shall be handled according to Annex H.”</i>	The text shall be amended as follows: <i>“Omantel shall target a delivery time of no more than ten (10) to twenty (20) Working Days subject to feasibility, cooperation of the Requesting Party and any other third Party. This delivery date is subject to the Requesting Party having fully cooperated with Omantel and that there will be no delays caused by factors outside Omantel’s control such as, for example, due to the delay arising from the involvement of governmental entities.”</i>
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Explanation:

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

345 7.2	<i>“...Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges.”</i>	The text shall be amended as follow: <i>“...Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges. Omantel shall inform the TRA accordingly and obtain the necessary approvals from it. For the avoidance of doubt, the cost of integration and testing of standard orders is included in the published NRC/ set-up fee for the corresponding service and any such charges shall apply to items that could not reasonably be foreseen or in respect to special requirements from the Requesting Party during the provisioning of the services.”</i>
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Explanation:

See explanation set out in the context of clause 7.2 in Sub Annex C-FA 01 above.

Sub Annex C-FI 07 – Prepaid Calling Card Access Type 1

Sr. No.	Clause Reference in Second Draft RAIO	Reference text in Second Draft RAIO	Required Modifications
346	4.6.1	<i>“The minimum Contract Term is three (3) Year.”</i>	The text shall be amended as follow: <i>“The minimum Contract Term is one (1) Year.”</i>
Explanation: See explanation in the context of clause 4.4.1.1 of Sub Annex C-FA 01 above.			
347	4.6.2	<i>“If either Party wishes to terminate the contract after the completion of the Contract Term, it shall inform the other party, in writing, three (3) months before the completion of Contract Term, of its intent to terminate the Contract.”</i>	Omantel shall amend this clause as follows: <i>“If either Party wishes to terminate the contract after the completion of the Contract Term, it shall inform the other Party, in writing, three (3) months before the completion of Contract Term, of its intent to terminate the Contract. The Requesting Party shall be responsible of the consequences if it terminated the Service with active Customer on his network. The Providing Party shall not terminate the Contract without the prior approval of the TRA.”</i>
Explanation: Omantel needs to amend this clause to state that any contract termination instigated by itself (rather than the Requesting Party) is subject to pre-approval by the TRA.			
348	4.6.3	<i>“If no notice is provided at least three (3) months before the completion of Contract, the Contract will be automatically renewed with the same Contract Term.”</i>	The text shall be amended as follow: <i>“If no notice is provided at least three (3) months before the completion of Contract, the Contract will be automatically renewed on a monthly basis until the Requesting Party decides to terminate service having given the required notice. In the event that no notice has been served by the Requesting Party within the three (3) months before the completion of Contract, Omantel shall have the right to notify the Requesting Party that that unless the service is renewed within one month from the date of the notice it shall be terminated at the end of the term or within one month if it is on a monthly basis, provided that Omantel has prior approval from the TRA to terminate the Contract.”</i>

Explanation:

See explanation provided for clause 4.4.1.3 in Sub Annex C-FA 01 above.

349	4.6.5	<i>“Termination of the Service by the Requesting Party before the expiration of the Contract Term is subject to early Termination Fee equal to the charges of the remaining period of the Contract Term.”</i>	The text shall be amended as follow: <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 Omantel by virtue of the Service to the Requesting Party irrespective of the early termination of the Service. Such costs shall be quantified by Omantel and shall be paid by the Requesting party. Omantel shall substantiate such costs on request.”</i>
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Explanation:

See explanation provided for clause 4.5.2 in Sub Annex C-FA 01 above.

350	5.6	<i>“The delivery date is subject to technical feasibility.”</i>	Omantel proposed to add the following line: <i>“Omantel shall target a delivery time of no more than ten (10) to twenty (20)] Working Days subject to feasibility, cooperation of the Requesting Party and any third party involved. This delivery date is subject to the Requesting Party having fully cooperated with Omantel and that there will be no delays caused by factors outside Omantel’s control such as, for example, due to the delay arising from the involvement of governmental entities.”</i>
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Explanation:

Omantel must specify a delivery period based on the caveat that there will be a feasibility study which must be completed within a specified time period (to be specified here) and subject to the cooperation of the Requesting Operator.

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

See also explanation provided for clause 6.1 in Sub Annex C-FA 01 above.

351	5.7	<i>“If Omantel rejects the request, Omantel shall inform the Requesting Party on the reasons.”</i>	Omantel shall add the following text at the end of the clause: <i>“... which shall be objectively justifiable such as technical feasibility problems.”</i>
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Explanation:

See explanation set out in reference to clause 6.7 of Sub Annex C-FA 01 above.

352 6.2

“...Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges. Omantel shall inform the TRA accordingly.”

Omantel shall amend the text to state that:

“...Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges. Omantel shall inform the TRA accordingly and obtain the necessary approvals. For the avoidance of doubt, the cost of integration and testing of standard orders is included in the published NRC/set-up fee for the corresponding service and any such charges shall apply to items that could not reasonably be foreseen or in respect to special requirements from the Requesting Party during the provisioning of the services.”

Explanation:

See explanation set out in the context of clause 7.2 in Sub Annex C-FA 01 above.

Sub Annex C-FI 08 – Prepaid Calling Card Access Type 2

Sr. No.	Clause Reference in Second Draft RAIO	Reference text in Second Draft RAIO	Required Modifications
353	5.6	<i>“The delivery date is subject to technical feasibility.”</i>	Omantel to amend the clause as follows: <i>“Omantel shall target a delivery time of no more than ten (10) to twenty (20) Working Days subject to feasibility, cooperation of the Requesting Party and any third party involved. This delivery date is subject to the Requesting Party having fully cooperated with Omantel and that there will be no delays caused by factors outside Omantel’s control such as, for example, due to the delay arising from the involvement of governmental entities.”</i>
Explanation: Omantel must specify a delivery period based on the caveat that there will be a feasibility study which must be completed within a specified time period (to be specified here) and subject to the cooperation of the Requesting Operator. All delivery time issues were raised for industry comments. See Annex 1.1 for decision on timescales. See also explanation provided for clause 6.1 in Sub Annex C-FA 01 above.			
354	5.7	<i>“If Omantel rejects the request, Omantel shall inform the Requesting Party on the reasons.”</i>	Omantel shall add the following text at the end of the clause: <i>“... which shall be objectively justifiable such as technical feasibility problems.”</i>
Explanation: See explanation set out in reference to clause 6.7 of Sub Annex C-FA 01 above.			
355	6.2	<i>“...Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges. Omantel shall inform the TRA accordingly.”</i>	Omantel shall amend the text to state that: <i>“...Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges. Omantel shall inform the TRA accordingly and obtain the necessary approvals. For the avoidance of doubt, the cost of integration and testing of</i>

standard orders is included in the published NRC/ set-up fee for the corresponding service and any such charges shall apply to items that could not reasonably be foreseen or in respect to special requirements from the Requesting Party during the provisioning of the services.”

Explanation:

See explanation set out in the context of clause 7.2 in Sub Annex C-FA 01 above.

Sub Annex C-FI 09 – Fixed Call Termination Service

Sr. No.	Clause Reference in Second Draft RAIO	Reference text in Second Draft RAIO	Required Modifications
356	1.3	<i>“The Parties shall agree in advance to all necessary technical requirements, including Call set-up and clear-down sequences, for the conveyance of Calls pursuant to this Sub Annex.”</i>	Omantel shall reflect in its RAIO the TRA’s requirements described below.

Explanation:

TeO objected to this draft clause, stating that Omantel should make a draft specification up-front, to avoid any delay in ordering the Service.

Omantel responded these technical requirements can only be discussed on case by case basis with the interconnecting partner at the time of implementation. This is because different operators can have different network elements and require different configuration parameters.

The TRA does not accept Omantel’s explanation. Call termination services already exist and are the most basic and standardised of all interconnect services. Omantel’s suggestion that it is operator specific is not only without any objective justification but also implies discriminatory treatment. The TRA is satisfied that a document with the relevant technical specifications for the service should already exist. Therefore, the TRA requires that Omantel produces, in conjunction with the industry, the relevant document no later than 3 months from the date of the publication of its approved RAIO. This obligation shall be reflected in the RAIO.

357	3.2	<i>“Omantel shall only accept and terminate Calls originated from the Requesting Party’s Network to be terminated on the Omantel fix Network.”</i>	This clause shall be removed.
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Explanation:

In response to request from the TRA for justifying this clause, Omantel stated that it prevents the Requesting Party from itself being a transit operator. This service should be offered for any calls passed to the Providing Party by the Requesting Party for termination. As

such, Omantel would like to maintain a direct interconnect with all the licensed operators in order to maintain its obligation towards quality, security and connectivity.

In the TRA's view, if implemented, this clause would prevent the Requesting Party from acting as a transit operator. As such, the TRA is satisfied that such a restriction is not justified. Issues such as quality etc. are a matter for the other Parties also and they can decide whether to offer the service based on direct interconnection or not. In the absence of a properly justified reason, this clause shall be removed as it simply restricts the business of other Parties and their freedom to contract and offer services as they consider appropriate within the legal framework of Oman.

358 6.1	<i>“Ordering and delivery shall be handled according to Annex H.”</i>	<p>The below text shall be added in this section:</p> <p><i>“Omantel shall target a delivery time of no more than ten (10) to twenty (20) Working Days subject to feasibility, cooperation of the Requesting Party and any other third Party. This delivery date is subject to the Requesting Party having fully cooperated with Omantel and that there will be no delays caused by factors outside Omantel’s control such as, for example, due to the delay arising from the involvement of governmental entities.”</i></p>
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Explanation:

Omantel must specify a delivery period based on the caveat that there will be a feasibility study which must be completed within a specified time period (to be specified here) and subject to the cooperation of the Requesting Operator.

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

See also explanation provided for clause 6.1 in Sub Annex C-FA 01 above.

359 7.2	<i>“... Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges. Omantel shall inform the TRA accordingly.”</i>	<p>Omantel shall amend the text to state that:</p> <p><i>“...Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges. Omantel shall inform the TRA accordingly and obtain the necessary approvals from it. For the avoidance of doubt, the cost of integration and testing of standard orders is included in the published NRC/set-up fee for the corresponding service and any such charges shall apply to items that could not</i></p>
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reasonably be foreseen or in respect to special requirements from the Requesting Party during the provisioning of the services.”

Explanation:

See explanation provided for clause 7.2 in Sub Annex C-FA 01 above.

Sub Annex C-FI 10 – Fixed Call Transit Services

Sr. No.	Clause Reference in Second Draft RAIO	Reference text in Second Draft RAIO	Required Modifications
360	3.1	<i>“Omantel offers Services to transit traffic originated from the Requesting Party Network and terminating on a Third Party Network and vice versa.”</i>	Omantel shall amend the text to state that: <i>“Omantel offers Services to transit traffic originated from the Requesting Party Network and terminating on a Third Party Network.”</i>
Explanation:			
In response to a query on this clause raised by the TRA, Omantel clarified that it has no concern if the Requesting Party did not choose Omantel to transit the traffic originated from the Third Party Network to be terminated to the Requesting Party Network.			
The TRA notes Omantel’s reply and for the avoidance of doubt, finds that this should be reflected in the text of the RAIO.			
361	3.2	<i>“The Requesting Party and Third Party operator do not have a separate agreement between them. Omantel executes mediation and billing of termination fees. Omantel invoices the Requesting Party the termination fee of the Third Party Operator plus the transiting fee and administrative fee and any additional charges set by the Third Party Operator and administration fee listed in Clause 6 of this Sub Annex. The Requesting Party shall also pay for additional Port Capacity and the relevant services where required. The termination fee and any other charges set by the Third Party Operator are paid in full to the Third Party Operator.”</i>	Omantel shall amend the text to state that: <i>“The Requesting Party and Third Party operator do not have a separate agreement between them. Omantel executes mediation and billing of termination fees. Omantel invoices the Requesting Party the termination fee of the Third Party Operator plus the transiting fee listed in Clause 6 of this Sub Annex. The Requesting Party shall also pay for additional Port Capacity and the relevant services where required. The termination fee and any other charges set by the Third Party Operator are paid in full to the Third Party Operator.”</i>

Explanation:

This clause requires revision as it refers to “administrative fees” twice which needs to be removed.

362 5.1	<i>“Ordering and delivery shall be handled according to Annex H.”</i>	Omantel to add below clauses in this section: <i>“5.1 Omantel shall target a delivery time of no more than ten (10) to twenty (20) Working Days subject to feasibility, cooperation of the Requesting Party and any third party involved. This delivery date is subject to the Requesting Party having fully cooperated with Omantel and that there will be no delays caused by factors outside Omantel’s control such as, for example, due to the delay arising from the involvement of governmental entities.”</i> <i>“5.2 Minimum contract term will be one (1) year.”</i>
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Explanation:

Following a query raised by the TRA on the applicable minimum contract period, Omantel proposed to amend the annex to specify a minimum contract period of 1 year. The TRA considers that this is reasonable and so directs Omantel to make that amendment in the Final Draft RAIO.

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

See also explanation provided for clause 6.1 in Sub Annex C-FA 01 above.

363 6.2	<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>	Omantel 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 cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges. Omantel shall inform the TRA accordingly and obtain the necessary approvals from it. For the avoidance of doubt, the cost of integration and testing of standard orders is included in the published NRC/ set-up fee for the corresponding service and any such charges shall apply to items that could not reasonably be foreseen or in respect to special requirements from the Requesting Party during the provisioning of the services.”</i>
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Explanation:

See explanation provided for clause 7.2 in Sub Annex C-FA 01 above.

Sub Annex C-MA 01 – National Roaming

Sr. No.	Clause Reference in Second Draft RAIO	Reference text in Second Draft RAIO	Required Modifications
364	1	“General”	Omantel shall add the statement to this annex: “For the avoidance of doubt, the current RAIO is based on the instruments issued by the TRA or other appropriate authorities to date. Therefore, this offer may be amended, subject to appropriate TRA approvals, to take into account the provisions of Clause 6 of Annex 3.4 of the A&I Regulation whereby the National Roaming Agreement to be entered into shall take into account any terms and conditions as may be specified in any authorization, license, decision, direction, order or other relevant instrument issued by the Authority.”

Explanation:

The TRA asked Omantel to: (i) add any requirements relating to lawful interception and traffic information and (ii) to provide for the fact that changes may be required to this offer pursuant to the instrument by which National Roaming will be implemented by the TRA.

Omantel responded that for all services, licensees are responsible for their own compliance relating to lawful interception and traffic information for all services. Omantel further asked TRA to elaborate on the second part of its query.

Given the above, the TRA wishes to remind Omantel that, by nature of the National Roaming service, there are cases where the information needed for lawful interception may reside with the host operator and not the roaming operator. Pursuant to Annex 3.4 of the A&I Regulation clause 4(xii), the operation and maintenance provisions established in the RAIO for National Roaming Services shall also address the requirements relating to lawful interception and traffic information. Thus, although the roaming operator may still be responsible for its network etc., provisions about assisting in dealing with these issues must be provided for expressly.

Annex 3.4 of the A&I Regulation, Clause 6, states that, “*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 (as per the underlined text in Clause 6) have not been issued, Omantel shall add to this Service Annex a statement qualifying that the final Offer may be different from this RAIO, as may be required by the aforementioned instruments.

365 2.1.6 (Network definition) *“Network –2G, 3G and 4G”* Omantel shall amend this definition so it is not limited to current technologies.

Explanation:

In order to ensure that this Annex is future-proof, Omantel shall amend the definition as set out in the Decision. It shall provide national roaming over any network technology it deploys.

366 4.2.1 *“Phase 0 – the following Services shall be provided from the Commencement Date.”* Omantel shall amend the text so as to comply with the A&I Regulation by removing the different Phases referred to below.

Further, all services must be offered from the start and the text must be amended accordingly.

Explanation:

Omantel, in accordance with the A&I Regulation, must be able to offer all services as stipulated (assuming of course that the other operator’s network is configured accordingly). Therefore, Omantel must amend the text to ensure that the list complies with the list of services set out in Annex 3.5 – Sixth section of the A&I Regulation.

Omantel shall provide all services in one single stage if the Requesting Party so wishes. If the Parties agree otherwise, that is a matter of commercial agreement but it cannot be mandated by Omantel. Omantel shall therefore amend the text so as to comply with the A&I Regulation by removing reference to the different Phases.

367 4.2.2 *“Phase 1 – The following Services shall be provided from the Commencement of Phase 1 and will be subject to additional charges if additional costs are identified by Omantel at the time of the offering and implementation. Omantel shall inform the TRA accordingly.”* The text shall be amended as follows:

1. All services must be available from the start (see Decision on Clause 4.2.1 above) and therefore reference to Phases shall be removed,
2. The following text shall be added:
“... and will be subject to additional charges if additional costs are identified by Omantel at the time of the offering and implementation. Any such additional charges shall be based on specific requirements by the Requesting Party, and/ or

which could not be reasonably foreseen. Any such charges shall be objectively justified and shall be subject to TRA approval.”

Explanation:

The text needs to be amended as:

1. All services must be available from the start (see comments on Clause 4.2.1 above) and therefore reference to Phases shall be removed; and
2. Any additional charges have to be based on specific requirements by the Requesting Party, and/or which (i) could not be reasonably foreseen and (ii) must be objectively justified and (iii) must be approved by the TRA. In this respect, the text shall be amended as specified above.

368 4.2.3	<i>“Phase 2 –the following Services shall be provided from the Commencement of Phase 2.”</i>	Omantel shall amend the text so as to comply with the A&I Regulation by removing the different Phases referred to below. All services must be offered from the start and the text must be amended accordingly.
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Explanation:

All services must be available from the start (see comments on Clause 4.2.1 above) and therefore reference to Phases shall be removed.

369 4.2.4	<i>“Phase 2 shall be implemented subsequent to Phase 1 by cooperation between the Parties since it will depend totally on the Requesting Party Network. Following such agreement, this Annex will be modified accordingly”</i>	Omantel shall amend the text so as to comply with the A&I Regulation by removing the reference to different Phases.
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Explanation:

See explanation above for clauses 4.2.1 and 4.2.2 of this Annex.

370 4.2.5	<i>“The Parties shall negotiate in good faith regarding the services, and its associated costs and charges, for Phase 2. Omantel shall inform the TRA accordingly”</i>	The text shall be amended as follows: <ol style="list-style-type: none"> 1. All services must be available from the start (see comments above) and therefore reference to Phases shall be removed, 2. The following text shall be added:
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“... and will be subject to additional charges if additional costs are identified by Omantel at the time of the offering and implementation. Any such additional charges shall be based on specific requirements by the Requesting Party, and/ or which could not be reasonably foreseen. Any such charges shall be objectively justified and shall be subject to TRA approval.”

Explanation:

As set out above, the RAIO shall not refer to different Phases as this is not in line with the provisions of the A&I Regulation. Furthermore, Omantel must produce a list of prices for the relevant services in accordance with the A&I Regulation. The services are known and the prices must be submitted to TRA for approval, to be published as part of the RAIO.

Therefore, the text must be amended as:

1. All services must be available from the start (see comments above); and

Any additional charges have to be based on specific requirements by the Requesting Party and or which (i) could not be reasonably foreseen and (ii) must be objectively justified and (iii) must be approved by the TRA. In this respect, the text shall be amended as specified above.

371	4.2.6	<i>“During Phase 2 implementation, the Parties shall agree on the changes that might impact the services implemented in phase 0 & 1”</i>	Omantel shall amend the text so as to comply with the A&I Regulation by removing the different Phases referred to below. Further, all services must be offered from the start and the text must be amended accordingly.
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Explanation:

See above explanation on clause 4.2.1 and 4.2.2 of this Sub Annex.

372	4.3.2	<i>“Omantel will offer the Service on other GSM frequency bands allocated and used by Omantel subject to feasibility.”</i>	Omantel shall amend the clause to comply with the text of the Regulation.
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Explanation:

Omantel shall amend the clause to comply with the text of the Regulation which states *“In all cases, all Frequency Spectrum bands and modes assigned to the Host Operator shall be included, unless the Authority specifies otherwise.”* Omantel shall thus list all those bands assigned to it and state that the list may be amended to include any spectrum band that may be licensed to Omantel and the Requesting Party at the time.

373 5.1.2	<i>“This Agreement gives the Requesting Party access to National Roaming in the Omantel Mobile Network. National Roaming shall be allowed for IMSI numbers allocated to the Requesting Party and its mobile resellers (the Requesting Party’s MNC).”</i>	Omantel shall amend the clause to comply with the text of the Regulation.
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Explanation:

This clause does not provide for those cases where the visitor’s network does not have an agreement with Omantel or where the visitor prefers to use the Roaming Operator’s prices, which may be different from those of Omantel. The A&I Regulation (Clause 2, Annex 3.4, Sixth Section) clearly stipulates that the service and bearer capabilities must include provisions for international roaming customers and Omantel shall make the necessary provisions in the RAIO accordingly.

374 6.1	<i>“The Contract Term of this Service is three (3) years and it shall terminate automatically without a need to serve a notice or carry out any other action.”</i>	Omantel shall amend the text to: (a) allow for roaming of up to three years, (b) add at the end of the clause the text “ <i>.., unless otherwise mandated by TRA in the license of the other party.</i> ”
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Explanation:

The TRA queried with Omantel the proposed minimum contract term of three years for this service. As part of its response to the TRA, Omantel provided the same reasoning as set out in reference to clause 4.4.1.1 of Sub Annex C-FA 02 above.

The TRA notes that Annex 3.4 of the A&I Regulation clause 4 states that: *“Public Telecommunications Licensees are only eligible to request National Roaming Services pursuant to this Regulation for the duration of the first three years following the launch of their commercial mobile services in the Sultanate.”*

Omantel’s reply is not in line with the rights of the new entrant. It can require national roaming for up to 3 years but does not have to use roaming for this full period. Therefore, Omantel cannot insist that the contract remains in force for the full period and so shall amend the text accordingly. In addition, sub-clause (b) shall be added to provide for circumstances when the rights of the Requesting Party may differ to those in the A&I Regulation, due to the terms and conditions set out in its licence.

375 6.1.2	<i>“Termination of the Service by the Requesting Party before the expiration of the Contract Term, for reasons other than Omantel breach,</i>	Omantel shall amend the 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</i>
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is subject to early Termination Fee per terminated site equal to Setup Fee for the same site as defined in Clause 29.1 of Annex M” *have been incurred and not already recovered or will unavoidably be incurred by Omantel by virtue of the Service to the Requesting Party irrespective of the early termination of the Service. Such costs shall be quantified by Omantel and shall be paid by the Requesting Party. Omantel shall substantiate such costs on request.”*

Explanation:

The TRA considers that, from a costing perspective, the one-off charge already covers the fixed costs Omantel has to incur when enabling the service to the Requesting Party as the one-off payment already deals with Omantel’s investment on the provision of the service. However, in the event that additional costs exist, the clause shall be amended to state the above, thus ensuring this will be in line with the A&I Regulation.

376 10

“Ordering and Delivery”

The below text shall be added in this section:

“With respect to initial planning period, Omantel shall target to complete this process within no more than thirty (30) Working Days subject to feasibility, cooperation of the Requesting Party and any other third Party.

With respect to implementation of National Roaming Service, Omantel shall target a delivery time of no more than thirty (30) to forty-five (45) Working Days once the initial planning process has been completed, subject to feasibility, cooperation of the Requesting Party and any other third Party.

These delivery dates are subject to the Requesting Party having fully cooperated with Omantel and that there will be no delays caused by factors outside Omantel’s control such as, for example, due to the delay arising from the involvement of governmental entities.”

Explanation:

Currently Omantel does not specify any delivery times, although it has already offered this service to Ooredoo. It therefore has the experience and is in a position to list dates. Omantel shall provide dates to be added in the relevant annex.

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

See also explanation provided for clause 6.1 in Sub Annex C-FA 01 above.

377 11.2	<i>“...Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges. Omantel shall inform the TRA accordingly.”</i>	Omantel shall thus amend the text to state that: <i>“...Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges. Omantel shall inform the TRA accordingly and obtain the necessary approvals. For the avoidance of doubt the cost of integration and testing of standard orders is included in the published NRC/ set-up fee for the corresponding service and any such charges shall apply to items that could not reasonably be foreseen or in respect to special requirements from the Requesting Party during the provisioning of the services.”</i>
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Explanation:

See explanation set out in the context of clause 7.2 in Sub Annex C-FA 01 above.

Sub Annex C-MA 02 – Mobile Access Service

Sr. No.	Clause Reference in Second Draft RAI0	Reference text in Second Draft RAI0	Required Modifications
378	1.2	<i>“Providing Party through this access service enable Requesting Party to operate as a Reseller of Basic Public Mobile Telecommunications Services pursuant to a Class II License issued by the TRA.”</i>	Omantel shall amend the text as follows: <i>“Providing Party through this access service enable Requesting Party to operate as a Reseller of Basic Public Mobile Telecommunications Services pursuant to the relevant Class II License issued by the TRA or such other applicable licence that may be issued from time to time.”</i>

Explanation:

This amendment is required to ensure that the clause can accommodate any future amendments to the licensing regime.

379	2.3	<i>““Ancillary Service”; Basic services offered by the host Operator which are essential for the Mobile Access Seeker to offer in the market to address its specific market segment agreed upon with the host operator when setting the strategy. These services are the basic Service such as National Voice, International Voice, National SMS, International SMS and Mobile BB on 2G & 3G.”</i>	Omantel shall amend this clause as follows: <i>“Ancillary Service”; Basic services offered by the host Operator which are essential for the Mobile Access Seeker to offer in the market to address its specific market segment when setting the marketing and sales strategy. These services are the basic Service such as National Voice, International Voice, National SMS, International SMS and Mobile BB.”</i>
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Explanation:

The TRA asked Omantel to clarify what is meant by the term “*strategy*” used in this clause. Omantel replied that it meant marketing and sales strategy.

The TRA notes that the text should be amended to state the actual explanation as indicated above. Also, the text “*...agreed upon with the host operator...*” shall be deleted as this is not a matter, which is agreed between the host and the access seeker. In addition, there is no justification for limiting Mobile BB to 2G and 3G spectrum; as such, these references shall be deleted from the Clause.

380 2.6 *“End-User Data”: personal information of Requesting Party Customers including their usage details, subscription details.”* The definition shall be deleted.

Explanation:

The TRA notes that the term “End-User Data” as defined in clause 2.6 is not consistent with the relevant definition in Annex L (Definitions) of the RAIO. Therefore, the definition here shall be deleted.

381 3.3 *“Providing Party shall make available to Requesting Party, from the Commencement Date, a feature in the SIM Card which permits Requesting Party to display the name “Requesting Party”, or (on at least ten (10) day's written notice to Providing Party given subsequent to the Commencement Date) any other name approved by Providing Party when the Requesting Party Customers are connected to the Providing Party Network, subject to technical feasibility.”* Omantel shall amend this as follows:

1. state that a name can only be rejected by Omantel for technical or legal reasons; and
2. state, for the avoidance of doubt, that the Requesting Party should be allowed to supply an alternative name at the time of entering the Agreement and not have to give 10 days’ notice after the Agreement is entered into before doing so.

“Providing Party, subject to technical feasibility, shall make available to Requesting Party, from the Commencement Date, a feature in the SIM Card which permits Requesting Party to display the name “Requesting Party”, or any other name approved by Providing Party when the Requesting Party Customers are connected to the Providing Party Network. The displayed name may be amended by the Requesting Party on at least ten (10) day's written notice to Providing Party. The name to be displayed can only be rejected by the Providing Party on technical or legal grounds and, in the event that a name is rejected, the Providing Party must set out to the Requesting Party the reasons for its rejection.”

Explanation:

When this clause was queried by the TRA, Omantel stated that it was necessary because the characters or length of name selected by the Providing Party might not be compatible with the characters nor the length allowed by Omantel’s system.

Whilst the TRA considers that Omantel’s response is in principle reasonable, the text shall be amended as it is not clear. It should:

1. state that a name can only be rejected by Omantel on technical or legal grounds; and

2. state that the Requesting Party should be allowed to supply an alternative name at the time of entering the Agreement and not have to give 10 days' notice after the Agreement is entered into before doing so.

This is because, as currently drafted, the clause could cause inconvenience and confusion to end customers where, for example, an operator's legal and brand name differs and Omantel insists that the legal name is displayed. The Requesting Party should at any point from the time of entering the Agreement, and subject to the 10 days' notice, be entitled to ask Omantel to display a different name.

382 3.5	<i>“Each Party shall support the other Party in fulfilling its legal obligations in relation to lawful interception by implementing suitable processes and either party will be and is entitled to retain financial compensation received from the relevant law enforcement authorities for undertaking such lawful interception activities.”</i>	<p>The below text shall be added at the end of the clause:</p> <p><i>“Where the compensation received covers any costs for which the other Party was charged for, a refund of the relevant amount shall be issued to the party already billed.”</i></p>
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Explanation:

Omantel needs to amend the clause given that the second part of the original clause refers to either party being entitled to retain financial compensation received from the relevant law enforcement authorities for undertaking such lawful interception activities and does not provide for offsetting any such compensation received. Also the relevant sections in Annex M only refer to charges being levied for services to be offered and do not provide for offsetting any such compensation against any charges. Therefore, a provision shall be added at the end of the clause as specified above to ensure that where the compensation received covers any costs for which the other Party was charged for, a refund of the relevant amount shall be issued to the party already billed, thereby avoiding a situation whereby the billing party is able to recover the same amount twice (i.e., from the Requesting Party and the relevant law enforcement authorities).

383 3.6	<i>“Providing Party shall add any new Value added Services it has made available to its pre-paid customers and/or any changes in its billing procedures and services to Clause 16 (Products & Services) within six (6) months after receiving a written request from Requesting Party to do so subject to feasibility.”</i>	<p>The clause shall be amended as follows:</p> <p><i>“Providing Party shall add any new Ancillary and/or Value Added Service within six (6) months after receiving a written request from Requesting Party to do so subject to feasibility.</i></p> <p><i>Without prejudice to the above, Omantel shall ensure that it shall not offer or provide a new or modified retail service that a Requesting Party or Wholesale Customer is, both in terms of actual service availability and price margin, unable to replicate without having</i></p>
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reasonable access to a new or modified A&I Service, unless Omantel offering or providing the new or modified retail service has:

*(i) made the corresponding new or modified A&I Service commercially available; and
(ii) furnished to Requesting Parties and Wholesale Customers the same technical and commercial information that it has furnished to its own Retail Business Operation in accordance with the same timescales, unless otherwise specified by the Authority, in advance of the launch of the new or modified A&I Service in order to allow such parties sufficient time to adapt.”*

Explanation:

As part of its written response after the industry meeting, Omantel was asked to address the following:

1. To explain how, given the current definitions of “Ancillary Services” and “Value Added” Services in Clause 2.3 of Sub Annex C-MA 02, the 6 months delay in providing new Value Added Services to Requesting Parties (as set out in Clause 3.6 of Sub Annex C-MA 02) is consistent with the requirement in Annex 3.5 of the A&I Regulation for “*Mobile Access Services shall be provided with respect to all networks (2G, 3G, 4G etc.) that the Mobile Access Host operator is licensed to operate in the Sultanate and is operating at the time...*” [p.81] and the non-discrimination requirements (i.e. clause 1(v) on page 82 of Annex 3.5).
2. Given the above, Omantel should elaborate on what specific services Omantel considered to be Value Added Services and why these should not be subject to the standard delivery service times set out in the draft RAIO.

As part of Omantel’s written submission, it stated:

- Clause 3.6 refers to Value Added Services and so does the TRA’s question 1 above. However, this should not be mixed with Ancillary Services.
- Omantel cannot share its new services with OLOs before launching and prior launching any service there is a preparation period which requires integration of Value Added Services with Omantel network and product development and approval process from the TRA. What Omantel is committing in the RAIO is that it will provide the service to other operators after six months of receiving a written request which includes dealing and amending the agreement with the Value Added Services providers, integrating with other operator network, defining the services in the billing system and run test to ensure that billing of the VAS can be done in a manner acceptable to VAS services provider, Omantel and other OLO’s.
- The standard delivery times should not be applicable since Omantel is not the provider of these services. Omantel procures these services from vendors who are specialists in these services. In some cases, more than one vendor may be involved for a service.

- These services include services such as Ring back tone, songs (Anghami) and other similar services. These services are not essential services and hence not important for the customers.
- With regards to network services such as 5G, Omantel and the Receiving Party will need to work out a project plan to implement the upgrades and changes in both the networks. This will have lot of dependency on the Requesting Party network, and hence Omantel cannot set a schedule or timelines for implementation and as stated that this is not the discussion of this point, this clause is referring to

The TRA notes that the current clause would be in breach of Article 3.6 of Annex 2 of the A&I Regulation and as such must be amended to:

1. Stipulate that Omantel shall not offer or provide a new or modified retail service that a Requesting Party or Wholesale Customer is, both in terms of actual service availability and price margin, unable to replicate without having reasonable access to a new or modified A&I Service, unless the Dominant Operator offering or providing the new or modified retail service has:
 - a. made the corresponding new or modified A&I Service commercially available; and
 - b. furnished to Requesting Parties and Wholesale Customers the same technical and commercial information that it has furnished to its own Retail Business Operation in accordance with the same timescales, unless otherwise specified by the Authority, in advance of the launch of the new or modified A&I Service in order to allow such parties sufficient time to adapt.
2. Remove the reference to pre-paid customers as this would also be in breach of the same clause.

384 3.8

“Requesting Party shall notify Providing Party of any new products, services and/or promotions they intend to launch with in twenty (20) Working Days before their commercial launch. Providing Party shall check if these are in line within the principles of the Agreement and if these can be supported on the Providing Party network as soon as reasonably possible and within twenty (20) Days after receiving a written request from Requesting Party to do so. Providing Party has the right to disapprove new products, services and/or promotions if they

Omantel shall amend the clause as follows:

“Requesting Party shall notify Providing Party of any new products, services and/or promotions they intend to launch at least twenty (20) calendar days before their commercial launch if it can reasonably be expected that this may have an impact on the Providing Party’s network. Providing Party shall check if these can be supported on the Providing Party network as soon as reasonably possible and within fifteen (15) calendar days of receiving a written notification from Requesting Party. The Providing Party has the right to ask the Requesting Party to amend or not launch the new products, services and/or promotions as described if they are likely to have any material adverse effects on Providing Party’s network or are not technically feasible. For the avoidance of doubt, the Requesting Party is not obliged to supply any information other than what is reasonably required to enable the Providing Party to assess whether it will have any material adverse effects on Providing Party’s network or is not technically feasible.”

are likely to have any material adverse effects on Providing Party's network or are not technically feasible."

Explanation:

The TRA had several clarification questions on clause 3.8. In particular, Omantel was asked to justify this clause i.e., why should Omantel be notified of any new products and promotions. If it relates to, for example, technical aspects of the service then why it should be done. Omantel was also asked to clarify the way such notifications should be undertaken and how. Further, Omantel was asked to explain what is meant by "material adverse effects".

Omantel responded that clause 3.9 sets out the reasons for clause 3.8 and that any notification shall be undertaken in writing.

Having considered Omantel's responses, the TRA considers that clause 3.8 is drafted too broadly and simply allows Omantel the time to react to the promotion, if it so wishes. In the circumstances, Omantel shall amend the clause as follows so that it deals with its concerns, but does not provide it with information that could be misused.

Additionally, given industry concerns and the need to respond to other offers in a competitive market, the TRA considers that the 20 working day period (i.e., effectively, one month) is too long and does not allow competitors to respond in a timely manner. The time period shall therefore be reduced to 20 calendar days, with Omantel being required to submit its response within 15 calendar days, thus allowing for a short period before the launch for the Requesting Party to take any steps necessary to meet any concerns expressed by Omantel.

<p>385 3.10.1</p>	<p><i>"...except information and SMS which are sent to Requesting Party subscribers on the request of a third party providing the mobile numbers to Providing Party;"</i></p>	<p>The clause shall be amended as follows: <i>"... except information and SMS which are sent to Requesting Party subscribers on the request of a third party which provides the mobile numbers to the Providing Party to which to send the third party's information and SMS;"</i></p>
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Explanation:

Omantel was asked by the TRA to revise or clarify the second section of the clause text (i.e., whether this statement is meant to cover general marketing SMSs etc. for example). Omantel confirmed that this was correct.

Given this, the TRA considers there to be a need amend the clause as set out above.

386 4.3.2	<i>“market its own products and services in any way which is anti-competitive or discriminatory to Providing Party according to the laws and regulations of the Sultanate of Oman;”</i>	The text shall be amended as follows: <i>“market its own products and services in any way which is contrary to anti-competitive or discriminatory to the laws and regulations of the Sultanate of Oman;”</i>
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Explanation:

This clause shall apply to both Parties, which in any event are both subject to the TRA’s jurisdiction, by virtue of their licence. As such, it shall not focus on the Providing Party and shall be amended as set out above.

387 7.3	<i><u>“Without prejudice to Clause 7.1, Providing Party shall be entitled at any time to improve, modify, suspend, change, test, maintain or repair the Providing Party Network (or any part of the Providing Party Network) or the Services provided that any such alterations do not have a material and adverse effect on the overall quality of the Providing Party Services. Subject to giving notice in accordance with Annex H, Providing Party may suspend or interrupt the operation of any part of the Providing Party Network or its provision of the Services for such purposes without incurring any liability or obligation to Requesting Party or Requesting Party Customers.”</u></i>	The text shall be amended as follows: <i>“Without prejudice to Clause 7.1, Providing Party shall be entitled at any time to improve, modify, suspend, change, test, maintain or repair the Providing Party Network (or any part of the Providing Party Network) or the Services provided that any such alterations do not have a material and adverse effect on the overall quality of the Providing Party Services, nor the services of the Requesting Party and will have no costs will be incurred by the Requesting Party as a result of these. Subject to giving notice in accordance with Annex H, Providing Party may suspend or interrupt the operation of any part of the Providing Party Network or its provision of the Services for such purposes without incurring any liability or obligation to Requesting Party or Requesting Party Customers provided that such suspension or interruption of the operation of any part of the Providing Party’s Network or its provision of the Services for such purposes is done in a non-discriminatory manner vis-a-vis its own customers and services.”</i>
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Explanation:

The TRA had the following two comments on this clause:

1. Omantels was asked to add a provision which clarifies that the underlined text applies where there is no impact on the other Party and that no costs will be incurred by that party.

2. With regards to the second section of the underlined text, Omantel was asked to add a reference to this happening also to the Providing Party's own customers (as otherwise it can be discriminatory).

Omantel responded as follows:

1. There are no charges applicable as far as these charges are not mentioned in this clause.
2. Providing party is also providing services to other parties as well as to its own customers on the same network and therefore the same will apply to requesting party network and customers without any discrimination or different services level.

The TRA notes that Omantel has not responded to its comment / query. Omantel shall therefore amend the clause as stated above.

388 8.7 *“Requesting Party shall not sub-contract, sub-license or otherwise delegate the processing of any End-User Data in relation to the Providing Party Services under this Agreement to any other Mobile Network Operator or service provider without the prior written consent of Providing Party.”* Omantel to delete this clause.

Explanation:

In response to the TRA request to justify why Omantel should have the rights stated in this clause, Omantel stated that the technical network parameters of different operators vary and it requires integration of each network separately. Therefore, the Requesting Party cannot subcontract these activities without the Providing Party's consent. This agreement is between the Requesting and the Providing Party, which is also subject to confidentiality which will be in breach. Omantel offers this service to the Requesting Party that would like to have access to Omantel's Network. The Requesting Party shall request the same from Omantel to assure maintaining its obligations towards quality, connectivity and security.

The TRA does not consider Omantel's explanation to be valid, as its concerns can be more than adequately met by requiring that any such processing is done in a manner which is compatible with Omantel's systems. Furthermore, Omantel can, if required, make available the specifications to third parties. Omantel has no legal monopoly on such services and the Requesting Parties should be able to obtain such services from others if they so wish.

Secondly, Omantel's concerns about confidentiality can be dealt with contractually.

Finally, Omantel's comment that *"the Requesting Party shall request the same from Omantel to assure maintaining its obligations towards quality, connectivity and security"* does not seem to be supported by any evidence, given that this is a one-sided obligation requiring the Requesting Party to buy the services of Omantel.

As such, the TRA is satisfied that Omantel should delete this clause.

389 11.1 *"If Requesting Party intends to sell its contracts, and/or majority control of the Requesting Party, with Requesting Party Customers it shall notify Providing Party of the fact and Providing Party shall inform Requesting Party within five (5) Working Days of that notification of their interests to buy those contracts. Thereafter Providing Party shall have the right to make an initial offer to purchase the contracts within fifteen (15) Working Days (or such extended periods as may be agreed) from the date Providing Party conveys their interest to buy those contracts."*

Omantel shall amend the clause as follows:
"If Requesting Party intends to sell its contracts, and/or majority control of the Requesting Party, with Requesting Party Customers it shall notify Providing Party of the fact and Providing Party shall inform Requesting Party within five (5) Working Days of that notification whether they are interested in them or not. If the Providing Party is interested it shall have the right to make an offer to purchase the contracts within fifteen (15) Working Days (or such extended periods as may be agreed) from the date Providing Party conveys their interest to buy those contracts. The conduct of any further negotiations, if both Parties agree to pursue them, shall be a matter to be agreed between the Parties. For the avoidance of doubt, and subject to the provisions herewith agreed by the Parties, the Requesting Party, in the event that no agreement is reached with Omantel, shall be entitled to sell its contracts, and/or majority control of the Requesting Party to any third party it may enter into an agreement with."

Further, Clauses 11.2-11.5 shall be deleted.

Explanation:

In reviewing the draft RAIO, the TRA asked Omantel to justify this clause. In response, Omantel justified these provisions on the basis that the Requesting Party's customers are on the Omantel network: Omantel has prepared and expanded its networks/ licences to host these customers and provide them with the same network quality provided to Omantel's own customer. Omantel further stated that its agreements with Mobile Resellers (MR) are the same. If any of the parties are for sale then the other party is exposed to the market which will lead to certain risks to the other party. Omantel argues it is part of the success of the resellers' business by providing access service, quality, support and rates to the MRs to sustain, compete and grow in the market.

In TRA's view, the principle set out by Omantel is understandable. However, the extent of the rights sought by Omantel is beyond what is reasonable. Further, TRA considers its required amendments to be fair to both parties in that it allows Omantel to be able to make an offer

but it does not allow it to have an unfair advantage or control of the negotiations with the Requesting Party. As such Omantel shall make the amendments to clause 11.1 set out above.

Furthermore, Omantel shall delete the remaining parts of clause 11 (i.e., Clauses 11.2-11.5), as the TRA considers that these go beyond the bounds of what is necessary and reasonable for an Access and Interconnection Agreement.

The TRA considers the above procedure is fair to both parties in that it allows Omantel to be able to make an offer but it does not allow it to have an unfair advantage or control of the negotiations of the Requesting Party.

390 11.2	<i>“If Requesting Party refuse an offer made under Clause 11.1, Requesting Party shall notify Providing Party of the fact within five (5) Working Days and shall further inform Providing Party of the terms and conditions on which Requesting Party is prepared to make such sale, and grant Providing Party the right of first refusal in respect of the purchase of the contracts with Requesting Party Customers.”</i>	To be deleted.
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Explanation:

See explanation in the context of Clause 11.1 above.

391 11.3	<i>“If Providing Party does not notify Requesting Party in writing of its interest in purchasing the contracts with Requesting Party Customers on the terms and conditions notified to it by Requesting Party under Clause 11.2, within fifteen (15) Working Days of receiving that notice Requesting Party shall have the right to proceed to negotiate the</i>	To be deleted.
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sale of the contracts with Requesting Party Customers with a third party.”

Explanation:

See explanation in the context of Clause 11.1 above.

392 11.4 *“If Requesting Party and a third party reach an agreement as to the terms and conditions, including price, for the sale of the contracts with Requesting Party Customers, Requesting Party shall grant Providing Party the right to match the third party offer”* To be deleted.

Explanation:

See explanation in the context of Clause 11.1 above.

393 11.5 *“If Providing Party does not notify Requesting Party in writing of its intention to purchase the contracts with Requesting Party Customers on the same terms as the agreement Requesting Party reached with a third party within fifteen (15) Working Days of receiving the written notification from Requesting Party under Clause 11.4 Requesting Party will have the right to proceed with a sale to a third party.”* To be deleted.

Explanation:

See explanation in the context of Clause 11.1 above.

394 19.10 *“If either Party discovers Fraud, or other improper use by Requesting Party Customers or Requesting Party’s dealers, agents or other persons in respect of the Providing Party* The clause shall be amended to state that:
“If either Party discovers Fraud, or other improper use by any person in respect of any services of the Providing Party or the Requesting Party, that Party shall contact the other’s Party immediately, in order (as far as is legally permitted) to provide relevant details and

Services, that party shall contact the other's Party immediately, in order (as far as is legally permitted) to provide relevant details and to arrange for appropriate measures to be taken. In addition, Requesting Party shall use urgent measures to stop such actions all by themselves or on the request of Providing Party under the terms of this Agreement."

to arrange for appropriate measures to be taken. In addition, each Party to the extent possible and legally permissible shall use urgent measures to stop such actions all by themselves or on the request of the other Party under the terms of this Agreement."

Explanation:

Both Parties should take steps to prevent fraud. As such, the obligations set out in this clause should not apply only to the Requesting Party.

395 14.2.8 *"each party shall, on the request of the other party, immediately return or destroy all material, documentation, advertising material and other documents that include the use of the name of the other party and associated names and any variants and no longer make any use of them."*

Omantel shall amend the clause as set out below.

"each Party shall, on the request of the other Party, immediately return or destroy all material, documentation, advertising material and other documents that include the use of the name of the other Party and associated names and any variants and no longer make any use of them save for such material as it requires to keep for compliance with its own accounting, legal or regulatory obligations or in pursuance or defence or any legal or regulatory claim; and."

Explanation:

A Party cannot be required to destroy material that it is required to keep for accounting, legal or regulatory purposes. This should be added to the text, which accordingly shall be amended as set out above.

396 14.3 *"In the event of termination of this Agreement not being subject to earlier termination under the terms of this Agreement and provided that Requesting Party is not in default of any of its payment obligations under this Agreement, at Requesting Party's request Providing Party shall co-operate with Requesting Party or a third party identified by Requesting Party to ensure an orderly*

The TRA allows Omantel, if it wishes, to include in the contract a provision that a contract of this nature shall have a minimum contract period of 12 months. No other changes to this clause are allowed.

transfer of the Providing Party Services to Requesting Party or the third party identified by Requesting Party ("Termination Services"). Providing Party shall provide such Termination Services for a period of up to a maximum of twelve (12) months commencing on the date of termination of the Agreement ("Run-Off Period"). The purpose of such Termination Services shall be to:"

Explanation:

Initially Friendi Mobile stated that migration assistance is essential to enable a reseller to migrate networks and therefore must be provided by the Providing Party in *all* termination situations, not just certain defined termination situations. They also stated that they recognized the right for the Providing Party to be adequately secured against non-payment during such Run Off Period where termination for non-payment has occurred (i.e., the Providing Party should have parallel rights to receive adequate security and in default should be permitted to give shorter notice to terminate the Run Off Period). Omantel responded that it did not understand the comments made.

Friendi Mobile responded stating that, as a reseller, not owning its own numbering resources (MSISDNs, MNC etc.), and with limited core network capability, any migration of the Friendi Mobile customer base between networks will require the assistance of the host MNO. In any mobile services wholesale agreement therefore, it is critical that the host MNO agrees to provide reasonable migration assistance if requested, and to do so in response to any termination or migration situation (even where termination may have been due to the "fault" of the reseller). The fact that a contract termination may be due to a variety of different underlying situations is not relevant: the reseller still needs such assistance in order to secure control over — and underpin its investment in - its key asset and its business continuity.

Omantel responded that it understands the rationale behind Friendi's request to remove two clauses (14.5.2 and 14.5.3) from the reference offer. However, in its response it stated that a mobile reseller's host network requires a proper network dimension for the additional traffic generated by the MR customers. These dimensions require proper planning and implementation which includes expansions and upgrades of the network and therefore additional investment. Friendi through its request is unreasonably asking Omantel to take care of their additional customers by providing them the same quality of service offered to its own customers and therefore invest time, effort and money on services that will be disconnected within 12 months. Omantel does not believe that there is any mutual interest for such a request between both Parties

since it will benefit one and harm the other. Therefore, Omantel see this request as unjustifiable, especially when the whole expansion, investment, time and effort will go away without any return.

Omantel further understands Friendi's concern regarding the contract term since the agreement did not define any minimum contact period. Therefore, Omantel proposed to modify the agreement to take into consideration Friendi's concerns and add the contract terms as: 5 years from the date of offering the retail service by the Mobile Resellers subject to 12 months termination notice. The contract term shall be renewed automatically on the same contract terms, when no termination notice is received for the previous contract term.

The TRA notes Omantel's reply and responds as follows:

1. Omantel's obligations arise from the Telecommunications law, licence and relevant regulations. As such, meeting these obligations is not a question of mutual benefit; and
2. The obligations not to discriminate and to maintain the same quality of service are the same whether the access seeker has just joined or is leaving its network.

The TRA would therefore like to note that any attempt by any operator to treat a leaving access seeker or its customers in way which does not fully respect its legal and regulatory obligations – including of non-discrimination, will be examined by the TRA and shall be considered a serious matter.

The TRA also notes that a number of the changes to this Sub Annex that are prescribed above relate to these issues and should be read in conjunction with the comments set out here.

On the issue of the minimum contract period of 5 years inserted unilaterally by Omantel in response to the comments received, this is not accepted by the TRA given that no substantiation was provided and no opportunity was given by Omantel for others to respond. The TRA is satisfied that a minimum contract period of 12 months should be adequate given the existing practice mentioned in the responses and comments, including the provisions in the current draft RAIO to provide support for a period up to 12 months.

Therefore, subject to the TRA decisions above, the TRA allows Omantel, if it wishes, to include in the contract a provision that a contract of this nature shall have a minimum contract period of 12 months. No other changes are allowed.

397 14.5.2 *“Requesting Party shall not actively promote or market the Requesting Party Customer* This clause shall be deleted.

Services to the public or to the Target Customers;”

Explanation:

Omantel justified this clause by stating that the Requesting Party shall not promote any services on the Requesting Party Network but instead do so on the new host network.

Omantel’s explanation does not justify the clause in any way and simply restricts the freedom of the other Party. As such it shall be deleted. The Requesting Party is marketing its own services and should be free to do so, irrespective of the network it is using.

398 14.5.3 *“Providing Party shall have no obligation to connect new Requesting Party Customers to the Providing Party Network; and”* This clause shall be deleted.

Explanation:

In response to a TRA question, Omantel justified this clause as this is part of the termination clause and therefore, they should not promote any services on the requesting Party Network instead they can do the same on the new host network.

The TRA is of the view that Omantel’s explanation does not justify the clause and simply restricts the freedom of the other Party. As such, it shall be deleted. If the Requesting Party connects any new customers during the relevant period it will pay for those as per the Agreement.

399 14.7 *“During any applicable Run-Off Period, Requesting Party acting reasonably and in good faith shall afford to Providing Party the first opportunity and a reasonable length of time in which to negotiate with Requesting Party terms and conditions for a new agreement to extend or supersede this Agreement.”* The text shall be amended as follows: *“During any applicable Run-Off Period, Requesting Party acting reasonably and in good faith shall afford to Providing Party the first opportunity and a reasonable length of time in which to negotiate with Requesting Party terms and conditions for a new agreement to extend or supersede this Agreement. For the avoidance of doubt, the Requesting Party will not be in breach of this Agreement if it decides to terminate any such negotiations with the Providing Party at any point.”*

Explanation:

In response to a TRA request to justify the rights set out in this clause, Omantel stated that the customers are on Omantel network. Omantel has prepared and expand its networks/ license to host these customers and provide them with the same network quality provide to Omantel’s own customer. The agreements between Omantel and all MRs are the same. If any of the parties are for sale then the other party is exposed

to the market which will lead to a certain risks to the other party. Omantel is part of the success of the resellers business by providing access service, quality, support and rates to the MRs to sustain, compete and grow in the market which can be evident from today market.

The TRA notes Omantel's reply, however to avoid issues of undue delay, the text shall be amended as set out above.

400 15 *"Non-solicitation"* The whole section shall be deleted.

Explanation:

This is irrelevant to a RAIO and should be removed. Any such clauses are a matter for the contract between Omantel and its employees.

401 16.5 *"The Services provisioning shall be subject to the configuration of the Requesting Party's Network and its ability to use the Services."* The following text shall be added at the end of the clause:
"For the avoidance of doubt, no additional charges to provide these services shall apply where Omantel's network and the Requesting Party's Network are connectable without any special requirements."

Explanation:

Renna stated that the tables in this section, *"Supplementary Services"* are all network services. These services should be extended to the Requesting Party without charges, else in this section, it needs to be clearly mentioned: (i) which of the services will be charged ad (ii) in what frequency. Omantel agreed that there will be no additional charges to provide these services in case Omantel's network and the Requesting Party's network can be connected without any special requirements.

Given the above, the TRA concludes that Omantel's response should be reflected in the relevant annex, in order to provide clarity to the Requesting Parties.

402 16.10 *"Providing Party shall provide Requesting Party Customers with the facility to use the Requesting Party Customer Services while travelling abroad, i.e. international roaming."* Omantel is required to make the following amendments:

1. To add a list of services that are currently available on a roaming basis
2. To add the following statement below the list of services under item 1 above: *"For any international roaming services which are not offered, the Requesting Party may request a quotation from the Providing Party to make that service available. The Providing Party shall carry out the necessary feasibility studies and, no later than a month from the date of the request, it shall provide the Requesting Party with a quotation for providing the service required, including*

an implementation period for supplying the service from the date that it shall be ordered.”

Explanation:

Friendi Mobile stated that a Providing Party should define the provision of all international roaming services – voice, SMS and data and that they should be immediately available and without infringement. Delay to providing these services should be dealt with by the TRA and if and when relevant, the Providing Party should be forced to overcome any technical challenge to provide such roaming services to Requesting Parties within a maximum (1) month timeframe, or be subject to financial penalty.

Omantel responded that one month is a very short time frame for most services. According to it, service implementation and provisioning will depend on the capabilities of both networks to integrate and handle such services. A proper feasibility study is required in such cases. The TRA considers that Friendi is saying that this clause is too vague and that Omantel should define precisely which services will be offered on a roaming basis and make good any deficiencies within one month.

The TRA accepts that any new service request has to go through the new service request procedure, with a feasibility study and so on. As such, a one month period for this is unlikely to be realistic. However, given there does not appear to be any gap in the portfolio of roaming services offered at this point and to avoid misunderstandings:

1. Omantel is required to list which services can be made available now on a roaming basis, and
2. The TRA accepts that for some more sophisticated services (e.g., CAMEL based services) which are not already offered, a feasibility study may be required (for example, as these are dependent on the technical capabilities of the roaming network, over which Omantel has no control). For those services not offered, a provision shall be inserted after the full list of available services, providing that for any international roaming services which are not offered, the Requesting Party may request a quotation from the Providing Party. The Providing Party shall carry out the necessary feasibility studies and, no later than a month from the date of the request it shall provide the Requesting Party with a quotation for providing the required service, including an implementation period for supplying the service from the date that it shall be ordered.

403	19.4	<p><i>“Providing Party shall retain all rights in all SIM Cards in connection with the provision of the Providing Party Services. Requesting Party shall not customise any SIM Card provided to Requesting Party by Providing Party in connection with the provision of the</i></p>	<p>Omantel shall either delete the clause or amend it to apply only in the event that Omantel supplies the SIM cards by amending the text as below:</p> <p><i>“The Providing Party shall retain all rights in all SIM Cards in connection with the provision of the Providing Party Services where it has supplied the SIM Cards to the Requesting Party. Requesting Party shall not customise any SIM Card provided to Requesting Party by Providing Party in connection with the provision of the Providing</i></p>
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Providing Party Services without Providing Party Services without Providing Party's prior written consent, such consent not to be unreasonably withheld or delayed. “

Explanation:

The TRA asked Omantel to:

1. justify why the Providing Party (i.e. Omantel) should retain all rights in all SIM cards etc. when such cards are obtained by the Requesting Party from a third party; and
2. explain to what SIM cards you refer in the underlined text, given that in clause 20.1 you state that the Requesting Party “shall” obtain SIM cards from a third party.

Omantel responded that the technical configuration and IP of the SIM cards are an integrated part of Omantel’s network and that’s why these clauses are here. The RAIO is not developed keeping in mind the current practices of a party but it takes care of everyone and anyone. The Providing Party shall ensure same level of services, quality and security offered to all parties and prevent all against any harm and risks.

In TRA’s view, the ownership of the SIM cards is irrelevant to the concerns expressed by Omantel. As such the provision that the “*Providing Party shall retain all rights in all SIM Cards in connection with the provision of the Providing Party Services*” shall be deleted. The TRA accepts that the SIM cards have to be compatible with the Providing Party’s network but this can be done though specifications to be provided and verification by testing them.

Omantel also has not responded to the second point raised by the TRA.

Given that in clause 19.2, Omantel states that the Requesting Party “shall” obtain SIM cards from a third party the provision that the Providing Party shall retain all rights in all SIM Cards makes no sense. It cannot acquire rights over something that does not belong to it. As such, the clause shall be amended as set out above.

404 19.5 *“Requesting Party undertakes that it shall not grant, or attempt to grant, to Requesting Party Customers any right or interest which is inconsistent with Providing Party's Intellectual Property Rights in such SIM Cards and Requesting Party shall procure (as far as is reasonably practicable) that Requesting Party Customers immediately return to* Omantel shall amend the clause as follows:
“The Requesting Party undertakes that it shall not grant, or attempt to grant, to Requesting Party Customers any right or interest which is inconsistent with Providing Party's Intellectual Property Rights in such SIM Cards and Requesting Party shall procure (as far as is reasonably practicable) that Requesting Party Customers immediately return to

Party Customers immediately return to Requesting Party, on request by Requesting Party, all such SIM Cards where such SIM Cards are supplied by the Providing Party.”

Explanation:

Friendi Mobile stated that it finds clauses 19.4, 19.5, 19.14, 19.15, 19.16 and 19.17 are not acceptable in terms of the changes and control levies that are being put in place that differ from our current wholesale agreement with Omantel. The controls severely restrict any future development of a mobile reseller/MVNO in terms of commercial options, and runs counter to the current Class IIB License condition that gives Friendi Mobile and other resellers the right to control our own SIM cards. In combination, 19.4, 19.5, 19.14, 19.15, 19.16 and 19.17 present a retrograde step for mobile resellers in Oman.

Here is an extract from the current Class IIB License conditions:

First: Activities permitted:

- ✓ SIM programming:- the licensee would have the option to either independently issue, program and brand its own SIM cards, or depend on the host operator to provide programmed SIM cards .

In the original agreement, the wording on SIM cards gives Omantel certain rights, but only for SIM cards provided by Omantel to FM, and since Omantel have never provided any SIM cards to FM as we use an external SIM party vendor, this means that today Omantel, as Providing Party do not control our SIMs. Here is an extract of the original FM & Omantel (OMTC as it was then) contractual wording that has allowed this construct and operation for which we reject significant changes to:

- 17.1 FRIENDi may obtain SIM Cards and Numbers / IMSI Numbers used for the provision of the FRIENDi Services from OMTC in accordance with Appendix 4 (SIM Card and Number Processes). FRIENDi undertakes to comply with such reasonable procedures as OMTC may notify to it from time to time in relation to the management, security and use of SIM Cards.

With the new wording across 19.4, 19.5, 19.14, 19.15, 19.16 and 19.17, it can be interpreted that Omantel will leverage and a veto right to the electrical profile of all our SIM cards, existing and new, and we will be under the obligation to share the technical specifications of the electrical profile, which has never been the case before. FM consider this to be unacceptable and question why the change in contractual structure and moreover wonder why Omantel wish to have more control over the profile and capabilities within that FM manage to help best serve customers and customer experience.

The TRA has considered the text and is satisfied that the clause needs to be amended to the extent that the SIM card is not supplied by Omantel. At the same time it recognises that intellectual property rights need to be respected. Friendi's comments on all other clauses are addressed below.

405	19.14	<i>“Requesting Party, SIM supplier and Providing Party shall agree on a dedicated SIM profile and all necessary processes.”</i>	<p>Omantel shall amend the clause as follows:</p> <p><i>“Requesting Party, SIM supplier and Providing Party shall agree, to the extent necessary to ensure technical feasibility and compatibility with Omantel’s network, on a dedicated SIM profile and all necessary processes.”</i></p>
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Explanation:

The TRA has considered the text and is satisfied that the clause needs to be amended. Although the SIM Profile must be agreed with Omantel, to the extent necessary to ensure technical feasibility and compatibility with Omantel’s network, the text goes beyond that. At the same time the TRA recognises that the Requesting Party should be free to make its plans and develop its products and services. As such, the clause shall be amended to limit the extent to which the Parties must agree on a dedicated SIM profile and necessary features.

406	19.15	<i>“Requesting Party shall enter into a direct commercial agreement with the SIM supplier covering delivery of the SIM cards with a dedicated Requesting Party SIM profile as long as the key from Providing Party is being used.”</i>	<p>Omantel shall amend the clause to state:</p> <ol style="list-style-type: none"> 1. <i>“Where the SIM supplier is not Omantel, the Requesting Party must ensure that its SIM supplier is reputable. It shall also stipulate in its agreement with the SIM supplier that the information supplied and which originated from Omantel shall be treated as confidential with appropriate penalties being imposed in the event on a breach of such a clause”.</i> 2. <i>“Requesting Party shall enter into a commercial agreement with the SIM supplier covering delivery of the SIM cards with a dedicated Requesting Party SIM profile as long as the key from Providing Party is being used to the extent necessary to the extent necessary to ensure technical feasibility and compatibility with Omantel’s network.”</i>
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Explanation:

The TRA has considered the text and is satisfied that the clause needs to be amended. The SIM Profile needs to be agreed and used, to the extent necessary to ensure technical feasibility and compatibility with Omantel’s network. At the same time, the TRA recognises that beyond that the Requesting Party should be free to make its plans and develop its products and services. Also, whether the Requesting Party enters

into a direct agreement with the SIM provider or whether this is done through other legal means, is not a matter for Omantel but for the Requesting Party and the SIM supplier.

However, the TRA recognises that the provision of the “key” to a third party (the SIM supplier) would mean that confidential information is supplied to a third party which could be used in a non-approved manner. Thus the TRA also considers that to protect all parties, a stipulation should be added in the RAIO to that effect as specified in sub clause (1) above.

407	19.16	<i>“If Requesting Party terminates a direct commercial agreement with the SIM supplier covering delivery of the SIM cards with a dedicated Requesting Party SIM profile and with the key from Providing Party then Requesting Party should inform Providing Party directly so Providing Party can also terminate the relation related to the Mobile Reseller business.”</i>	<p>Omantel shall amend the clause as follows:</p> <p><i>“If Requesting Party terminates a commercial agreement with the SIM supplier covering delivery of the SIM cards with a dedicated Requesting Party SIM profile and with the key from Providing Party then Requesting Party should inform Providing Party directly so Providing Party can also terminate the relation related to the Mobile Reseller business with that SIM Supplier, to the extent that one arises out of the terminated agreement. For the avoidance of doubt, the change of a SIM Supplier by the Requesting Party does not trigger any termination actions vis-à-vis the Mobile Reseller agreement between the Requesting Party and the Providing Party.”</i></p>
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Explanation:

The TRA notes the clause and considers that it is ambiguous in terms of the meaning of the right of the Providing Party to ‘terminate’ the Mobile Reseller Business. When read as it stands, it implies that because the agreement of the Requesting Party with the SIM supplier is terminated, the agreement between Omantel and the Requesting Party is also terminated. If this text was meant to be restricted to terminating any relationship between the Providing Party and the SIM Supplier, then that is acceptable. However, to ensure clarity, additional text shall be added to the clause, as set out above.

Sub Annex C-MI 01 – Mobile Ancillary Services

Sr. No.	Clause Reference in Second Draft RAIO	Reference text in Second Draft RAIO	Required Modifications
408	3.2.2	<i>“Omantel will provide signaling interconnection by the use of Signaling Transfer Points (STP) at the locations in Table 3-2 below:”</i>	Omantel to revise this clause based on the below.

Explanation:

In response to a TRA clarification question on whether both signalling types would be offered, Omantel stated that they could provide both:

- Associated mode signaling (clause 3.4.2) i.e. for circuit/voice related signaling (ISUP).
- STP and Non/quasi associated mode signaling (clause 3.4.3 and table 3-3) i.e. mostly for non-circuit related signaling (MAP, INAP, CAP, SCCP).

The TRA accepts Omantel’s response, that is to say they are likely to use both associated and quasi-associated modes. Therefore, the texts of 3.2.2 and 3.2.3 (and similar elsewhere) need rewriting to reflect this clearly.

409	3.2.3	<i>“In case Omantel has to change the location of the STPs, Omantel will inform the Requesting Party of the new locations and attempt on best efforts to transfer the links without impacting the Service quality. The connectivity charges shall be borne by the Requesting Party.”</i>	The below text shall be added at the end of the clause: <i>“...The connectivity charges shall be charged to the Requesting Party. Any such charges shall be those reasonably incurred and which shall be objectively justified. All such charges shall be subject to TRA approval. For the avoidance of doubt, where the change of location arises as a result of Omantel decision alone and the Requesting Party has already paid for the setup of its connectivity requirements in the existing location, any such costs already paid for shall be offset by Omantel when calculating the cost of connectivity at the new location.”</i>
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Explanation:

In reviewing this clause, the TRA notes the use of the words in the draft clause “*Omantel has to change the location of the STPs.*”

In TRA's view, this is not reasonable. If Omantel chooses to change location (but does not have to), such costs should be paid by Omantel. This should be reflected in the text. If the change is forced upon Omantel then it can be reasonable to pass on some charges to the Requesting Party. However, any such charges shall be those reasonably incurred and which can be objectively justified on request, and shall be subject to TRA approval.

410 3.3.2	<i>“Targeted delivery time for Points of Interconnection is 34 Working Days with a maximum delivery time of 75 Working Days.”</i>	Omantel shall amend the clause as follows: <i>“Targeted delivery time for Points of Interconnection is twenty-five (25) Working Days with a maximum delivery time of seventy (70) Working Days subject to feasibility, cooperation of the Requesting Party and any other third Party. This delivery date is subject to the Requesting Party having fully cooperated with Omantel and that there will be no delays caused by factors outside Omantel’s control such as, for example, due to the delay arising from the involvement of governmental entities.”</i>
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Explanation:

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

See also explanation provided for clause 6.1 in Sub Annex C-FA 01 above.

411 4.3.2	<i>“With respect to Port Capacity ordered at a Point of Interconnection already in operation Omantel shall use its best endeavors 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>	Omantel shall amend this clause as follows: <i>“With respect to Port Capacity ordered at a Point of Interconnection already in operation Omantel shall use its best endeavors 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.”</i>
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Explanation:

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

412 4.5.1	<i>“Port Capacity Orders may not be amended unless the Parties agree to do so in writing.”</i>	Omantel shall amend the clause as follows:
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“Port Capacity Orders may not be amended unless the Parties agree to do so in writing or where the Party requesting the change compensates the other Party for any reasonable costs incurred as a result of the change. Such costs shall be justified on request.”

Explanation:

See explanation set out in the context of clause 4.5.1 in Sub Annex C-FI 01 above.

413 5.1.1	<i>“The Basic Block and Expansion Co-Location arrangement under this Clause5 is for reserving the block of port capacity at the Point of Interconnection.”</i>	Omantel shall revise this clause to provide more flexibility to Requesting Parties in terms of cross-connect capacity (intra-building wiring) at the POI (i.e., to allow the Requesting Party to buy or reserve capacity at the 2Mbps level rather than the STM-1 level only).
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Explanation:

Please see explanation provided in relation to Clause 5.1.1 of Annex C-FI-01 (Fixed Ancillary Services).

414 5.3.3	<i>“The target delivery time is estimated to be 30 Working Days and shall not exceed 60 Working Days subject to feasibility.”</i>	Omantel shall amend the text to state: <i>“The target delivery time is estimated to be thirty (30) Working Days and shall not exceed sixty (60) Working Days subject to feasibility, cooperation of the Requesting Party and any other third Party. This delivery date is subject to the Requesting Party having fully cooperated with Omantel and that there will be no delays caused by factors outside Omantel’s control such as, for example, due to the delay arising from the involvement of governmental entities.”</i>
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Explanation:

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

In relation to this clause, a stipulation can be added that this delivery date is subject to the Requesting Party and/or the end user having fully cooperated with Omantel and that there will be no delays caused by factors outside Omantel’s control such as, for example, due to delays arising from the involvement of governmental entities.

415 8.2	<i>“...Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges. Omantel shall inform the TRA accordingly.”</i>	Omantel shall amend the text to state that <i>“...Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges. Omantel shall inform the TRA accordingly and obtain the necessary approvals from it. For the avoidance of doubt the cost of integration and testing of</i>
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standard orders is included in the published NRC/ set-up fee for the corresponding service and any such charges shall apply to items that could not reasonably be foreseen or in respect to special requirements from the Requesting Party during the provisioning of the services.”

Explanation:

See explanation set out in the context of clause 7.2 in Sub Annex C-FA 01 above.

Sub Annex C-MI 02 –Mobile Voice Call Termination Services

Sr. No.	Clause Reference in Second Draft RAIO	Reference text in Second Draft RAIO	Required Modifications
416	1.3	<i>“The Parties shall agree in advance to all necessary technical requirements, including Call set-up and clear-down sequences, for the conveyance of Calls and SMS pursuant to this Sub Annex.”</i>	The clause shall be amended as follows: <i>“The Parties shall agree in advance to all necessary technical requirements, including Call set-up and clear-down sequences, for the conveyance of Calls pursuant to this Sub Annex.”</i>
Explanation: The call termination service already exists and is highly standardised, so the main technical requirements could be made available now. The TRA therefore requires that within two months of the publication of the approved RAIO, Omantel shall also publish these requirements. See also explanation on clause 1.3 in Sub Annex C-FI 09 above.			
417	1.6	<i>“The SMS and MMS Termination Services are only applicable for organic traffic originating from SIM cards of the Requesting Party’s end-users. All other traffic will be blocked by the Providing Party”</i>	This clause shall be removed.
Explanation: The SMS and MMS termination services are covered under Sub Annex C-MI 03 and shall therefore be removed from this Sub Annex.			
418	2.1.1	<i>“Call Termination – A Voice Call originated on the Requesting Party’s Network and handed over at the nearest Omantel Mobile Point of Interconnection in Omantel Mobile Network.”</i>	The clause shall be amended as follows: <i>“Call Termination – A Voice Call originated on or transited from the Requesting Party’s Network and handed over at the nearest Omantel Mobile Point of Interconnection in Omantel Mobile Network.”</i>

Explanation:

Omantel stated, in its response to a TRA question on this clause, that the Call Termination Service in this sub annex is a service offered to an Operator who is connected with Omantel at the point of interconnection. Therefore, these operators pay termination fees to terminate the call on the Omantel network. However, the service described in the Mobile Access Annex is taking care of the MVNO as this is the case with Friendi and Renna. The same principle is applied for all other services such as SMS and MMS. This implies that Omantel will not terminate calls that do not also originate with the Requesting Party.

The TRA disagrees with the above as the call may be received by, for example, Ooredoo and should be terminated by Omantel. The text shall be amended to allow termination of such calls as Omantel is paid to terminate the call. The source of the call is irrelevant in this respect and has no bearing on its costs. As such, these clauses shall be amended as set out above.

419 2.1.3 “Network” This clause shall be deleted.

Explanation:

Omantel shall delete this clause as it is incomplete.

420 5.1 “Ordering and delivery shall be handled according to Annex H.” The below text shall be added in this section:
“Omantel shall target a delivery time of no more than ten (10) to twenty (20) Working Days subject to feasibility, cooperation of the Requesting Party and any other third Party. This delivery date is subject to the Requesting Party having fully cooperated with Omantel and that there will be no delays caused by factors outside Omantel’s control such as, for example, due to the delay arising from the involvement of governmental entities.”

Explanation:

Omantel must specify a delivery period based on the caveat that there will be a feasibility study which must be completed within a specified time period (to be specified here) and subject to the cooperation of the Requesting Operator.

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

See also explanation provided for clause 6.1 in Sub Annex C-FA 01 above.

421 6.2 “...Such cases will be dealt with on a case-by-case basis against mutual agreed timelines” Omantel shall amend the text to state that:

and charges. Omantel shall inform the TRA accordingly.”

“...Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges. Omantel shall inform the TRA accordingly and obtain the necessary approvals from it. For the avoidance of doubt the cost of integration and testing of standard orders is included in the published NRC/ set-up fee for the corresponding service and any such charges shall apply to items that could not reasonably be foreseen or in respect to special requirements from the Requesting Party during the provisioning of the services.”

Explanation:

See explanation set out in the context of clause 7.2 in Sub Annex C-FA 01 above.

Sub Annex C-MI 03 - Mobile Termination Services

Sr. No.	Clause Reference in Second Draft RAIO	Reference text in Second Draft RAIO	Required Modifications
422	Title	<i>“Annex C-MI 03 Mobile Termination Services”</i>	The title of the Annex shall be changed to: <i>“Annex C-MI 03 Mobile SMS and MMS Termination Services”.</i>
Explanation: The title shall be changed to avoid confusion with Annex C-MI 02.			
423	1.3	<i>“The Parties shall agree in advance to all necessary technical requirements, set-up and clear-down sequences, for the conveyance of SMS pursuant to this Sub Annex.”</i>	<i>“The Parties shall agree in advance to all necessary technical requirements, set-up and clear-down sequences, for the conveyance of SMS and MMS pursuant to this Sub Annex.”</i>
Explanation: MMS shall be included in this clause.			
424	1.6	<i>“The SMS and MMS Termination Services are only applicable for organic traffic originating from SIM cards of the Requesting Party’s end-users. All other traffic will be blocked by the Providing Party.”</i>	This clause shall be deleted.
Explanation: This clause shall be deleted as Omantel shall not block traffic which does not originate on the SIM cards of the Requesting Party (for example, but not limited to, SMS and MMS originated internationally).			
425	2.1.2	<i>“SMS Termination – A Short Message originated on the Requesting Party’s Network and handed over at the nearest</i>	The text shall be amended as follows: <i>“SMS Termination – A Short Message originated on or transited from the Requesting Party’s Network and handed over at the nearest Omantel Mobile Point of Interconnection in Omantel Mobile Network.”</i>

Omantel Mobile Point of Interconnection in Omantel Mobile Network.”

Explanation:

See explanation set out in the context of clause 2.1.1 in Sub Annex C-MI 02 above.

426 2.1.3	<i>“MMS Termination – A Multimedia Message Service (MMS) originated on the Requesting Party’s Network and handed to Omantel Mobile Network.”</i>	The text shall be amended as follows: <i>“MMS Termination – A Multimedia Message originated on or transited from the Requesting Party’s Network and handed to Omantel Mobile Network.”</i>
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Explanation:

See explanation set out in the context of clause 2.1.1 Sub Annex C-MI 02 above.

427 3.4	<i>“Each Party shall accept and terminate all SMSs, except SMSs defined in Section 3.12 below, and only to numbers that form part of its number ranges as allocated by the TRA and are included in this Clause 3.”</i>	Omantel shall amend this clause as follows: <i>“Each Party shall accept and terminate all SMSs to numbers that form part of its number ranges as allocated by the TRA and are included in this Clause 3.”</i>
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Explanation:

See Explanation below in respect of Clause 3.12 of this Annex.

428 3.9	<i>“Each Party shall, pursuant to this Interconnect Service, convey and terminate SMSs to its subscriber numbers that have been originated on and handed over by the other Party’s Network on a direct physical interconnection.”</i>	Omantel shall amend this clause as follows: <i>“Each Party shall, pursuant to this Interconnect Service, convey and terminate SMSs that have been originated on and handed over by the other Party’s Network or by any other licence holder in Oman on a direct physical interconnection.”</i>
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Explanation:

The TRA has considered the comments received and for the time being it shall allow Omantel to keep the restrictions in place subject to amending the text to ensure that all legitimate A2P MMS traffic carried and terminated by other licensed operators in Oman is allowed and properly terminated.

429	3.12	<i>“National or international SMS transit traffic, SMS from third party Service providers and SMS not originated from the Sending Party’s mobile customers’ 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>	Omantel shall amend the clause as follows: <i>“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:

Omantel stated in its submission to the TRA that the P2P and A2P SMSs are different in nature from an economics point of view as well as quantitative point of view and therefore Omantel stated that it will not accept third party national and international SMS transit through the other operators. Quality is also important, where Omantel ensures delivery of SMS to the other party customers. Whereas getting the delivery information through a transit network is not straight forward and this will have a major impact in case spam SMSs are sent to the end customers from one of the network connected to the Requesting Party

The TRA, having considered the representations made, is satisfied that the effect of the proposed restriction is not in line with the legal and regulatory framework in force and at the same time it would hamper competition between Omantel and other appropriately licensed operators who may bring traffic to be terminated in Oman and as such the restrictions must be removed. Also, for the avoidance of doubt, the TRA notes that the cost of terminating such traffic by Omantel shall be the same as is for traffic which originates on the network of the other Party.

430	3.13	<i>“Each Party shall use its best endeavours to permanently prevent SMSs listed in 3.12 above to be handed over to the other Party.”</i>	This clause shall be deleted
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Explanation:

Given the TRA’s required amendment to Clause 3.12 of this Annex, Clause 3.13 shall be deleted.

431	3.14	<i>“If the Sending Party hands over SMS’s, as listed in 3.12 above, the Terminating Party has the right to immediately suspend the</i>	This clause shall be deleted
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Service in this Clause³until the Sending Party has made the necessary preventions.”

Explanation:

Given the TRA’s required amendment to Clause 3.12 of this Annex, Clause 3.14 shall be deleted.

432 3.16 *“Neither Party shall use this Short Message Service for sales, marketing, public relations, and commercial or communication purposes targeting the other Party’s customer base (including mobile roaming customers).”* Omantel shall remove this clause.

Explanation:

This is a restriction of competition and should be deleted. Any marketing issues should be covered by consumer protection codes and not the RAIO.

433 3.19 *“Should either Party not comply fully with any obligations contained in this Service it will be considered 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 weeks of the initial written communication from the Party not in breach to the breaching Party, the Party not in breach shall be entitled (upon² Working Days written notice to the breaching Party) to suspend or terminate this SMS termination Service on its mobile Network without any liability or obligation to pay any type of compensation to the Breaching Party.”* In line with other annexes, Omantel shall replace this clause with the following text:
“Should either Party not comply fully with any obligations contained in this Service Annex, it will be considered breach of this Agreement and shall be dealt with in accordance with Clause 17 of the Main Agreement.”

Explanation:

The clause shall be amended as set out above. The fact that it applies to both Parties does not make it acceptable.

434	4.7	<i>“Each Party shall, pursuant to this Interconnect Service, convey and terminate MMSs to its own subscriber numbers that have been originated on and handed over by the other Party’s Network on a direct physical interconnection.”</i>	Omantel shall amend the clause to state: <i>“Each Party shall, pursuant to this Interconnect Service, convey and terminate MMSs that have been originated on and handed over by the other Party’s Network or by any other licence holder in Oman on a direct physical interconnection.”</i>
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Explanation:

The TRA has considered the comments received and for the time being it shall allow Omantel to keep the restrictions in place subject to amending the text to ensure that all legitimate A2P MMS traffic carried and terminated by other licensed operators in Oman is allowed and properly terminated.

435	4.10	<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>	Omantel shall amend the clause to state: <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>
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Explanation:

See explanation set out in the context of clause 3.12 in this Sub Annex.

436	4.11	<i>“Each Party shall use its best endeavours to permanently prevent MMSs listed in 4.10 to be handed over to the other Party.”</i>	This clause shall be deleted.
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Explanation:

Please see Explanation regarding TRA’s Decision on Clause 3.13 of this Annex.

437	4.12	<i>“If the Sending Party hands over MMS’s, as listed in 4.10 the Terminating Party has the right to immediately suspend the Service in</i>	This clause shall be deleted.
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this Clause until the Sending Party has made the necessary preventions.”

Explanation:

Please see Explanation regarding TRA’s Decision on Clause 3.14 of this Annex.

438 4.13

“Neither Party shall use this Multimedia Message Service for sales, marketing, public relations, and commercial or communication purposes targeting the other Party’s customer base (including mobile roaming customers).”

This clause shall be deleted.

Explanation:

Please see Explanation regarding TRA’s Decision on Clause 3.16 of this Annex.

439 4.15

“Should either Party not comply fully with any obligations contained in this Service it will be considered 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 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 MMS termination Service on its mobile Network without any liability or obligation to pay any type of compensation to the Breaching Party.”

In line with other annexes, Omantel shall replace this clause with the following text:

“Should either Party not comply fully with any obligations contained in this Service Annex, it will be considered breach of this Agreement and shall be dealt with in accordance with Clause 17 of the Main Agreement.”

Explanation:

The clause shall be amended as set out above. The fact that it applies to both Parties does not make it acceptable.

440 6.1	<i>“Ordering and delivery shall be handled according to Annex H.”</i>	The below text shall be added in this section: <i>“Omantel shall target a delivery time of no more than ten (10) to twenty (20) Working Days subject to feasibility, cooperation of the Requesting Party and any other third Party. This delivery date is subject to the Requesting Party having fully cooperated with Omantel and that there will be no delays caused by factors outside Omantel’s control such as, for example, due to the delay arising from the involvement of governmental entities.”</i>
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Explanation:

Omantel must specify a delivery period based on the caveat that there will be a feasibility study which must be completed within a specified time period (to be specified here) and subject to the cooperation of the Requesting Operator.

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

441 7.2	<i>“... Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges. Omantel shall inform the TRA accordingly”</i>	Omantel shall amend the text to state that: <i>“...Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges. Omantel shall inform the TRA accordingly and obtain the necessary approvals from it. For the avoidance of doubt the cost of integration and testing of standard orders is included in the published NRC/ set-up fee for the corresponding service and any such charges shall apply to items that could not reasonably be foreseen or in respect to special requirements from the Requesting Party during the provisioning of the services.”</i>
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Explanation:

See explanation set out in the context of clause 7.2 in Sub Annex C-FA 01 above.

Annex C-MI 04 Mobile Call-by-Call Carrier Selection (CCS)

Sr. No.	Clause Reference in Second Draft RAIO	Reference text in Second Draft RAIO	Required Modifications
442	2.1.6	<i>“Joint Working Manual – Operation manual that contains specific procedures related to the CPS Service and shall be developed jointly by both Parties once the request for setting up of the CCS Service is received.”</i>	Omantel shall amend the text as follows: <i>“Joint Working Manual – Operation manual that contains specific procedures related to the CCS Service and shall be developed jointly by all industry players once the request of CCS Service is received. Within three months of such a request been made, Omantel 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>
Explanation: See explanation set out in the context of clause 2.1.6 in Sub Annex C-FA 02 above.			
443	4.1.1 (a)	<i>“The other Party also agrees to provide such Service with the same terms and conditions specified in this Sub Annex.”</i>	The clause shall be deleted.
Explanation: This is contrary to the A&I Regulation as other Parties do not have an obligation to offer the service to Omantel. The clause shall therefore be deleted.			
444	5.6	<i>“With respect to system preparation for the CCS Service including the setup of the POI, Omantel 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>	Omantel shall amend the clause as follows: <i>“With respect to system preparation for the CCS Service including the setup of the POI, Omantel shall use its best endeavors to have a target delivery time of no more than twenty (20) Working Days from the date of submitting the order subject to feasibility, cooperation of the Requesting Party and/ or his customer and any other third Party. This delivery date is subject to the Requesting Party and/ or the end user having fully cooperated with Omantel and that there will be no delays caused by factors outside</i>

Omantel's control such as, for example, due to the delay arising from the involvement of governmental entities."

Omantel shall also add an additional clause on delivery times for customer activation as follows:

"With respect to route link expansion, Omantel shall have a target delivery time of ten (10) Working Days with maximum delivery time of twenty (20) Working Days subject to feasibility, cooperation of the Requesting Party and/ or his customer and any other third Party. This delivery date is subject to the Requesting Party and/ or the end user having fully cooperated with Omantel and that there will be no delays caused by factors outside Omantel's control such as, for example, due to the delay arising from the involvement of governmental entities."

Explanation:

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

445 5.8 *"If Omantel rejects the request, Omantel shall inform the Requesting Party on the reasons."* Omantel shall add the following text at the end of the clause: *"... which shall be objectively justifiable such as technical feasibility problems."*

Explanation:

Please see Explanation provided in respect of Clause 6.7 in Annex C-FA 01.

446 6.2 *"...Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges. Omantel shall inform the TRA accordingly."* Omantel shall amend the text to state that: *"...Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges. Omantel shall inform the TRA accordingly and obtain the necessary approvals from it. For the avoidance of doubt the cost of integration and testing of standard orders is included in the published NRC/ set-up fee for the corresponding service and any such charges shall apply to items that could not reasonably be foreseen or in respect to special requirements from the Requesting Party during the provisioning of the services."*

Explanation:

See explanation set out in the context of clause 7.2 in Sub Annex C-FA 01 above.

Annex C-MI 05 - Mobile Carrier Pre Selection (CPS)

Sr. No.	Clause Reference in Second Draft RAO	Reference text in Second Draft RAO	Required Modifications
447	2.1.6	<i>“Joint Working Manual –Operation manual that contains specific procedures related to the CPS Service and shall be developed jointly by both Parties once the request of CPS Services received.”</i>	Omantel shall amend the text as follows: <i>“Joint Working Manual – Operation manual that contains specific procedures related to the CCS Service and shall be developed jointly by all industry players once the request of CCS Service is received. Within three months of such a request been made, Omantel 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>

Explanation:

See explanation set out in the context of clause 2.1.6 in Sub Annex C-FA 02 above.

448	3.5	<i>“The Requesting Party requests the implementation of CPS Service on behalf of the Customer who is already subscribed to Omantel Mobile Services along with a copy of the Customer application form duly completed and signed by the Customer. The Requesting Party shall also provide a “No objection” letter from the former Service provider (Third Party Operator or Omantel) in case the Customer is an active customer.”</i>	The text shall be amended as below: <i>“The Requesting Party requests the implementation of CPS Service on behalf of the Customer who is already subscribed to Omantel Mobile Services along with a copy of the Customer application form duly completed and signed by the Customer. The Requesting Party shall also provide a “No objection” letter from the former Service provider (Third Party Operator excluding Omantel) in case the Customer is an active customer.”</i>
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Explanation:

See explanation set out in the context of clause 4.2.1 in Sub Annex C-FA 01 above.

- 449 4.1.1 (a) *“The other Party also agrees to provide such Service with the same terms and conditions specified in this Sub Annex;”* The clause shall be removed.

Explanation:

This is contrary to the A&I Regulation as there is no such obligation on other Parties. As such, the clause shall be deleted.

- 450 4.6.1.1 *“The minimum Contract Term for service setup connectivity is three (3) Years.”* Omantel shall amend the text as follows:
“The minimum Contract Term for service setup connectivity is one (1) Year.”

Explanation:

See explanation in the context of clause 4.4.1.1 of Sub Annex C-FA 01 above.

- 451 4.6.1.3 *“If no notice is provided at least three (3) months before the completion of Contract, the Contract will be automatically renewed for the same Contract Term.”* Omantel shall amend the text as follows:
“If no notice is provided at least three (3) months before the completion of Contract, the Contract will be automatically renewed on a monthly basis until the Requesting Party decides to terminate service having given the required notice. In the event that no notice has been served by the Requesting Party within the three (3) months before the completion of Contract, Omantel shall have the right to notify the Requesting Party that that unless the service is renewed within one month from the date of the notice it shall be terminated at the end of the term or within one month if it is on a monthly basis.”

Explanation:

See explanation set out in the context of clause 4.4.1.3 in Sub Annex C-FA 01 above.

- 452 4.6.3 *“...Termination of the Service by the Requesting Party before the expiration of the Contract Term is subject to early Termination Fee equal to the charges of the remaining period of the Contract Term.”* Omantel shall amend the text as follows:
“...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 Omantel by virtue of the Service to the Requesting Party irrespective of the early termination of the Service. Such costs shall be quantified by Omantel and shall be paid by the Requesting Party. Omantel shall substantiate such costs on request.”

Explanation:

See explanation provided for clause 4.5.2 in Sub Annex C-FA 01 above.

453	6.6	<i>“With respect to system preparation for the CPS Service, Omantel shall use its best endeavors to have a target delivery time of 34 Working Days and shall not exceed 75 Working Days subject to feasibility.”</i>	Omantel shall amend the clause to state that: <i>“With respect to system preparation for the CPS Service, Omantel shall have a target delivery time of no more than twenty (20) Working Days subject to feasibility, cooperation of the Requesting Party and/ or his customer and any other third Party. This delivery date is subject to the Requesting Party and/ or the end user having fully cooperated with Omantel and that there will be no delays caused by factors outside Omantel’s control such as, for example, due to the delay arising from the involvement of governmental entities.”</i>
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Explanation:

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

454	6.8	<i>“With respect to activating the CPS of each Customer, Omantel shall use its best endeavors to have a target delivery time of 14 Working Days with maximum delivery time of 30 Working Days subject to feasibility.”</i>	Omantel shall amend the clause to state that: <i>“With respect to activating the CPS of each Customer, Omantel shall have a target delivery time of no more than five (5) Working Days subject to feasibility, cooperation of the Requesting Party and/ or his customer and any other third Party. This delivery date is subject to the Requesting Party and/ or the end user having fully cooperated with Omantel and that there will be no delays caused by factors outside Omantel’s control such as, for example, due to the delay arising from the involvement of governmental entities.”</i>
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Explanation:

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

455	6.9	<i>“The Requesting Party in respect of the CPS Service orders shall request the Service once every 2 weeks 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>	Omantel shall amend the text as follows: <i>“The Requesting Party 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 the can be submitted at each time.”</i>
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Explanation:

See explanation set out in the context of clause 6.4 in Sub Annex C-FA 01 above.

456 6.10 *“If Omantel rejects the request, Omantel shall inform the Requesting Party on the reasons.”* Omantel shall add the following text at the end of the clause: *“... which shall be objectively justifiable such as technical feasibility problems.”*

Explanation:

Please see Explanation provided in relation to Clause 6.7 in Annex C-FA 01.

457 7.2 *“...Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges. Omantel shall inform the TRA accordingly within 3 days from the agreement.”* Omantel shall amend the text to state that: *“...Such cases will be dealt with on a case-by-case basis against mutual agreed timelines and charges. Omantel shall inform the TRA accordingly and obtain the necessary approvals from it. For the avoidance of doubt the cost of integration and testing of standard orders is included in the published NRC/ set-up fee for the corresponding service and any such charges shall apply to items that could not reasonably be foreseen or in respect to special requirements from the Requesting Party during the provisioning of the services.”*

Explanation:

See explanation set out in the context of clause 7.2 in Sub Annex C-FA 01 above.

Annex E – Technical Specification

Sr. No.	Clause Reference in Second Draft RAIO	Reference text in Second Draft RAIO	Required Modifications
458	1.1	<i>“This Sub Annex sets out the technical specifications of Omantel’s Network”</i>	Omantel shall amend Annex E to include technical specifications for all services, including IP services.

Explanation:

TeO commented that the draft RAIO is omitting specifications where Omantel is transiting (handing over the interfaces) to other Tier-1 operators. TeO noted that the industry faces the issues and delays with implementation, due to there being no exact specifications in delivery of such services for a third party, where Omantel is handing-over the interfaces to Ooredoo, or vice versa.

Omantel did not address this comment.

The TRA considers that TeO’s comment refers to IP services. The current Annex E covers basic transmission, telephony and mobile services but contains nothing about IP services. Therefore, Omantel shall amend Annex E to include technical specifications for all services, including IP services.

459	10.1	<i>“The type approval of the end-customer equipment such as but not limited to customer premises equipment (CPE), modems, mobile handsets, computers and tablets shall be outside the responsibility of Omantel and shall be compatible with Omantel’s Network”</i>	The text shall be amended as follows: <i>“The type approval of the end-customer equipment such as but not limited to customer premises equipment (CPE), modems, mobile handsets, computers and tablets shall be outside the responsibility of Omantel and shall be approved by the Authority.”</i>
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Explanation:

The TRA is concerned that based on the current drafting, the Requesting Party will not know if its equipment is compatible with Omantel’s CPE. However, in TRA’s view, the only requirement should be that equipment is approved by the TRA.

460 10.2	<p><i>“The Requesting Party equipment such as but not limited to DSLAM, MSAN, Switch, IN Platform and Nodes shall be type approved by the Authority in the Territory and shall be compatible with Omantel’s Network.”</i></p>	<p>The text shall be amended as follows: <i>“The Requesting Party equipment such as but not limited to DSLAM, MSAN, Switch, IN Platform and Nodes shall be type approved by the Authority in the Territory.”</i></p>
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Explanation:

The TRA is concerned that the Requesting Party will not know if its equipment is compatible with Omantel’s CPE. The only requirement should be that equipment is approved by the TRA.

If Omantel is concerned about equipment compatibility, it should provide the Requesting Party with such details at the negotiation stage to enable the Party to make the appropriate purchases.

461 10.4	<p><i>“The Requesting Party shall compensate Omantel for all costs incurred for rectifying faults, and errors and remedy damages due to the breach including damages incurred by third parties.”</i></p>	<p>Omantel shall amend the clause as follows: <i>“The Requesting Party shall compensate Omantel for all costs incurred for rectifying faults, errors and remedy damages due to the breach. For the avoidance of doubt, this shall not include damages incurred by third parties.”</i></p>
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Explanation:

Any third party which may have sustained damages has no claim directly and as such, any claim will be through Omantel. The Requesting Party will not know who the third party is nor can it take any direct steps to limit its liability. Omantel, however, can do so through its contracts with third parties. It is therefore reasonable – given the limitation of liability provisions in the Main Agreement – for these to apply for such claims also.

Annex F – Forecasts

Sr. No.	Clause Reference in Second Draft RAIO	Reference text in Second Draft RAIO	Required Modifications
462	1.2	<i>“Omantel, at its sole discretion, may at any time in writing waive the Forecast Annex, or part of it, during the Agreement term. Omantel can also rescind waiver by informing the Requesting Party in writing.”</i>	Omantel shall amend the clause as below: <i>“Omantel, at its sole discretion, may at any time in writing waive the Forecast Annex, or part of it, during the Agreement term. In the event that Omantel considers that it is appropriate in certain cases to waive the Forecasting requirements, it may do so subject to waiving them for all Requesting Parties that meet the same criteria on a fair and non-discriminatory basis. Omantel can also rescind waiver by informing the Requesting Party in writing.”</i>

Explanation:

Any waiver should be granted on non-discriminatory grounds so as to be in compliance with the A&I Regulation.

463	1.3 and 1.4	<p><i>“1.3 The Requesting Party shall provide a preliminary forecast for the first 2 years at the time of requesting the Service....</i></p> <p><i>1.4 The Requesting Party can adjust the preliminary forecast of the first year, 10 days before the start of the service provisioning. If the adjustment is not provided, the preliminary forecast will be considered as the Forecast of the first year.”</i></p>	<p>The TRA requires that Omantel shall add the following text as additional clauses after clause 1.4:</p> <p><i>“In all cases, the Requesting Party may adjust such forecast on a quarterly basis, in advance, so as to provide Omantel a more accurate picture of any forecasted changes. For the avoidance of doubt, any amended forecast issued on a quarterly basis shall be the one to prevail and upon which any commitment shall be based on.”</i></p> <p><i>“In the event that Omantel considers that it is appropriate in certain cases to waive the Forecasting requirements, it may do so subject to waiving them for all Requesting Parties that meet the same criteria on a fair and non-discriminatory basis.”</i></p>
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Explanation:

As part of its submission to TRA, Omantel stated that forecasts are essential for the planning and dimensioning of Omantel’s Network capacity, and the deployment and roll out of Network facilities. Based on the forecasts submitted by the Requesting Party, Omantel makes the necessary arrangements with its vendors to operate and maintain the network. In addition, Omantel uses these forecasts to purchase the necessary licences.

The agreements with the vendors are made well in advance for most services. Hence, a 2-year forecast is essential, and it needs to be as accurate as possible. Omantel's agreements with its suppliers and vendors are fixed and cannot be changed at short notice. Omantel can only provide these inputs accurately if the requesting parties provide this input correctly.

The TRA notes the comments and concerns expressed by Omantel and would always encourage forecasting to be as accurate as possible. The TRA is, however, not satisfied that a 2-year forecast can be meaningful, given the changes that can happen in any market.

However, the TRA will allow Omantel to require the 2-year forecast, subject to the express right of the Requesting Party to adjust the forecast on a quarterly basis. This would allow for the necessary planning by Omantel, as well as enable Access Seekers to adjust their forecasting in light of developments in the market etc.

Furthermore, reviews should be done on a quarterly basis allowing for revisions to be made by the Requesting Parties which shall prevail and upon which any commitment shall be based on. Therefore, Omantel shall amend the relevant forecasting provisions accordingly.

464 1.5	<i>“The Forecasts shall be provided every year for a period of twelve (12) months covering one (1) calendar year, delivered to the Providing Party 10 Working Days before the start of each year.”</i>	The TRA requires that Omantel shall amend the clause as follows: <i>“Forecasts shall be provided on a rolling basis for a period of twelve (12) months covering one (1) calendar year, delivered to the Providing Party 10 Working Days before the start of each quarter. The quarterly dates are 1st January, 1st April, 1st July and 1st October in each calendar year. In all cases, the Requesting Party may adjust such forecasts on a quarterly basis, in advance, so as to provide Omantel a more accurate picture of any forecasted changes. For the avoidance of doubt, any amended forecast issued on a quarterly basis shall be the one to prevail and upon which any commitment shall be based on.”</i>
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Explanation:

The TRA notes that between its first and Second Draft RAIO, Omantel altered this clause from quarterly to yearly, thus in effect removing the ability of parties to adjust forecasting other than once a year. The TRA would always encourage forecasting to be as accurate as possible, however it is satisfied that the Requesting Party should be allowed to adjust the forecast on a quarterly basis. This would allow for the necessary planning by Omantel as well as enable Access Seekers to adjust their forecasting in the light of developments in the market etc. This was what was originally provided by Omantel also.

Renna while commenting on clause 5.2 of Main Agreement, stated that there needs to be a provision in the RAIO for forecasts to be amended on a quarterly basis (i.e., to allow budgeted forecasts to be amended in light of actual performance).

The TRA understands that Renna is suggesting that forecasting should have provisions that allow for amendments. The TRA considers that Renna's comments are reasonable. Omantel shall therefore amend the text of clause as set out above.

465 3.1.1	<i>“The Requesting Party shall commit to 80% of the forecasted numbers.”</i>	Omantel shall add the following text after clause 3.1.1: <i>“For the avoidance of doubt: (a) no compensation shall be payable to the Providing Party for inaccurate/ incorrect forecasting, and (b) where the Requesting Party requires services which exceed the forecasted amount outside this margin of error, Omantel shall seek to provide these as soon as practicable, but shall not be subject to any otherwise agreed or stipulated delivery times.”</i>
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Explanation:

Concerning clause 2.1.2 of this Annex, Omantel stated where the Requesting Party does not commit to its forecast (i.e., where the Party does not commit to pay 80% of its forecasted capacity), then Omantel will not be able to prepare and invest in network readiness for the requirements of the Requesting Party and this will have a major impact on delivery timelines, as well as technical and financial feasibility. Therefore, Omantel insists that the forecast should be a committed forecast. It argues this is in line with Batelco's RAIO.

TeO stated that it was unreasonable to expect an Access Seeker to commit to, and pay for, 80% of the forecasted numbers. This may be reasonable for a steady-state operation with many years of operational experience, but it is too strict for a new company or service with little to no traffic growth history. Therefore, it asks the TRA to reject this proposal from Omantel. TeO further states that, in its view, Omantel is referring to Batelco's Forecasting & Ordering process, which states that *“Batelco will use reasonable endeavours to accept all orders. Batelco may reject an order or a variation of an order only if the order exceeds the relevant forecast”*. TeO had no problem accepting such a clause in Omantel's RAIO, provided that Omantel will indeed make their best efforts to fulfil all orders, and will only reject orders where they exceed the corresponding forecast, if they have good reason to do so (i.e. the fulfilment of the order would have a significant impact on Omantel and/or other Access Seekers).

The TRA is satisfied that the 80% commitment is not unreasonable and as such, accepts Omantel's text in clause 2.1.2. The provisions of section 3 (iv) of Annex 1 of the A&I Regulation (Minimum Issues to be Addressed in RAIO) clearly state 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.”*

However, for the avoidance of doubt and in line with the provisions of section 3 (iv) of Annex 1 of A&I Regulation, Omantel shall add the text as set out above after clause 3.1.1.

466 3.1.2

“Omantel has also the right, at its sole discretion, to waive the Committed Forecast for a particular period. Waiver of the Committed Forecast for one period shall not be a precedent for waiver of the Committed Forecast for any future period.”

Omantel shall amend the text as below:

“Omantel has also the right, at its sole discretion but on a reasonable and non-discriminatory basis, to waive the Committed Forecast for a particular period. Waiver of the Committed Forecast for one period shall not be a precedent for waiver of the Committed Forecast for any future period.”

Explanation:

The basis upon which Omantel decides to waive such payment for one Requesting Party must be objective and non-discriminatory. Thus, where another Requesting Party is in the same situation and the same grounds exist, Omantel will also have to waive the Committed Forecast for that Party.

Annex H – Ordering Delivery and Fault Handling

Sr. No.	Clause Reference in Second Draft RAIO	Reference text in Second Draft RAIO	Required Modifications
467	2.3	<i>“Orders may be deemed to be Non-standard when a significant and demonstrable impediment exists in Omantel, the effect of which is to prevent timely delivery of the ordered Services. Non-standard Orders are to be treated as Requests.”</i>	Omantel shall add the following text at the end of this clause: <i>“In such cases the Requesting Party shall be notified, with reasons, within seven (7) days of receipt of its Order that its Order will be treated as Non-standard one.”</i>

Explanation:

As part of its submission to the TRA, Omantel stated that once the order is made by the Requesting Party, Omantel will check the feasibility and advise the Requesting Party.

Given Omantel’s explanation, the TRA is of the view that this needs to be reflected in the text and the Requesting Party must be notified with reasons within seven days that its Order will be treated as Non-standard. Omantel shall therefore amend the text as set out above.

468	2.4	<i>“Omantel will endeavour to complete feasibility study of at least 70% of the Orders within specific time frame described under this Annex and the relevant Sub Annex of the Services during a calendar year.”</i>	The text shall be amended as follows: <i>“Omantel shall complete feasibility study of at least 70% of the Orders within specific time frame described under this Annex and the relevant Sub Annex of the Services during a calendar year.”</i>
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Explanation:

TeO commented that Omantel’s initial draft of this clause was too vague and poorly defined. For a standard Order, it felt that there is no reason why Omantel should not be able to perform a feasibility study of all orders within a committed time frame. For Non-standard Orders, TeO then acknowledged that the SLA may have to be a little less committing.

TeO further stated in a subsequent submission that Omantel’s General KPI 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 being included in the different service descriptions. Although

TeO accepts the general principle that Omantel shall not discriminate between Access Seekers, and will offer the same quality as they offer to their own retail organization, it believes that this 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 according to best industry practice for the service in question. That is, Omantel must define service specific KPI/SLAs, with corresponding penalties for missing them (or at least a reduction in price in case the service not delivered according to the relevant KPIs). Access Seekers buy services from Omantel to compete in the market, and service quality is one important parameter to be competitive. However, TeO also acknowledged that it is very important to release the RAIOS with the new services and improved pricing as soon as possible. Therefore, TeO 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 risk that the dominant operators will show little interest in a fast and fair implementation of the KPIs, SLAs and penalty framework.

Omantel also made a written statement on why it cannot guarantee SLAs when third parties are involved. It stated that it may need to order certain services from a 3rd party in order to provision the requested service by the Requesting Party e.g. a tail circuit in another country requires a 3rd Party for provisioning of that part of the circuit for IPLC. In many such cases, the 3rd party may not offer SLAs to Omantel. Hence Omantel will not be in a position to offer any SLAs to the Requesting Party for that service. Omantel also provided a list of services that require 3rd party services including Satellite capacity, IPLC, National trunk when network is not fully owned by Omantel, Value added services provided by 3rd party to Omantel, IP international bandwidth capacity as Omantel buys IP Port from 3rd Parties, Content delivery CDN, whereas Omantel is only providing connectivity for CDN's, Collocation in case Omantel is using 3rd Party Data Center etc.

In response to this, TeO stated that it agrees with Omantel's statement, as SLAs typically exist when important "service-components" are purchased from third parties. Therefore, Omantel should be able to offer an end-to-end SLA, by integrating the third party's SLA into its own SLA. However, even if a third party SLA does not exist, Omantel should still offer an SLA for its part of the service. In this case, Omantel would not be liable to pay a penalty, as long as it can prove that it failed to meet the SLA, due to faults in the third party network.

Taking into account the above comments and 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 Omantel's RAIOS; and
2. A need to determine compensation payments to be paid to Requesting Parties in case Omantel 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 RAIOs.

Therefore the TRA accepts SLAs or KPIs that appear in the RAIO for the time being unless otherwise stated in this Decision until the new KPIs and SLAs are issued.

469 2.5	<i>“Omantel will endeavour to provide the Services 70% of the Orders that have passed the feasibility during a calendar year.”</i>	<p>The text shall be amended as follows:</p> <p><i>“Omantel shall provide 80% of the Orders that have passed the feasibility during a calendar year. This figure shall increase to 90% after 12 months have elapsed from the date of the TRA Decision approving this RAIO. For the avoidance of doubt, this figure will be subject to the Requesting Party having fully cooperated with Omantel and that no delays have been caused by factors outside Omantel’s control.”</i></p>
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Explanation:

The TRA requires that the figure shall be amended to 80% and a stipulation shall be included that this shall become 90% after 12 months have passed from the date of this Decision. If for any reason Omantel is not in a position to meet that target, it should apply to the TRA with evidence and reasons, no later than two months before the implementation of the new figure.

In addition, the TRA is satisfied that a stipulation can be added that this figure is subject to the Requesting Party having fully cooperated with Omantel and that there will be no delays caused by factors outside Omantel’s control, such as for example due to the delay arising by the involvement of governmental entities.

470 3.2	<i>“.....Omantel shall, in the case of each service that may be ordered pursuant to this Agreement, provide a form which will indicate clearly all such needed information.”</i>	<p>Omantel shall develop, within 30 days of the date of the issuance of this Decision, the forms referred to in clause 3.2 and shall notify the TRA of the same, with a copy attached.</p> <p>Such forms shall also be posted on the relevant section of Omantel’s website at the same time.</p>
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Explanation:

The preparation of the forms cannot be delayed until there is an Order for a service as (a) to order the service an Order Form is required and (b) developing the form only at this point will simply delay the order.

Given this, the TRA has decided that it shall allow Omantel 30 days from the date of the issuance of this Decision to develop these forms and to notify the TRA of the same with a copy attached with its Final Draft RAIO. Such forms shall also be posted on the relevant section of Omantel's website at the same time.

471 4.4

“Omantel shall use all reasonable endeavours to promptly give a written answer on a Request to the Requesting Party in the form of a Delivery Request Offer (DRO) consisting of the Request details given by the Requesting Party, the Delivery Due Date (DDD) and the period for which the Delivery Request Offer is valid. If Omantel after 30 Working Days still is not in a position to provide an answer to the Requesting Party, Omantel shall notify the Requesting Party about the reasons why an answer cannot be provided and also specify a Date when Omantel, using its best judgment, can provide an answer to the Request.”

The TRA requires that the text is amended as follows:

“Omantel shall use all reasonable endeavours to promptly give a written answer on a Request to the Requesting Party in the form of a Delivery Request Offer (DRO) consisting of the Request details given by the Requesting Party, the Delivery Due Date (DDD) and the period for which the Delivery Request Offer is valid. If Omantel, after thirty (30) Working Days, is still not in a position to provide an answer to the Requesting Party, Omantel shall notify the Requesting Party why an answer cannot be provided, setting out the reasons why it is not able to do so and what steps it is taking to rectify the situation, and also specify a Date when Omantel, using its best judgment, can provide an answer to the Request.”

Explanation:

In response to an initial clarification request from the TRA, Omantel stated that the above clause relates to a Non-standard order which requires more time to discuss and understand the requirements of the Requesting Party, to prepare a technical solution, to prepare a financial model and all the necessary internal and external approvals, before a delivery date can be agreed. The process is lengthy and involves multiple stakeholders. Furthermore, the main reason for a service not being provided is where it is infeasible. In addition, though, there could be other reasons which can only be known and specified after the feasibility study is performed.

Omantel further noted that connectivity is completed if the final test is carried out in coordination with the Requesting Party. Most of the services are dependent on both parties to cooperate and agree on the successful testing and provisioning. In addition, some of these services also depend on the availability of the end user (i.e., the Requesting Party's customer). This requires full coordination between Omantel, the Requesting Party and the end user of the Requesting Party's services. Additionally, implementing some services will require certain approvals from the respective

governmental entities which might prolong the implementation timeline. Furthermore, in most cases, Omantel is providing these services for the first time, and hence it will take some time before Omantel will know exactly the timelines required to provide these services.

The TRA notes Omantel's response that the failure of the feasibility study may be a reason why a service may not be provided. Although it recognises that such cases may occur, it requires that Omantel amends the draft RAIO to specify that it shall clearly set out the reasons for any such rejection of a service order.

472 5.2	<i>"If a delay according to Omantel is partly or totally dependent on actions taken or not taken by the Requesting Party (Requesting Party Delay), Omantel shall notify the Requesting Party's designated contact, in Annex K...."</i>	The wording of this clause shall be amended as below: <i>"If a delay is partly or totally dependent on actions taken or not taken by the Requesting Party (Requesting Party Delay), Omantel shall notify the Requesting Party's designated contact, in Annex K...."</i>
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Explanation:

Omantel explained in its submission to the TRA that while providing the interconnect and/or access to the Requesting Party, there are a number of actions that need to be taken by the Requesting Party. As such, from Omantel's perspective, this clause is protecting the Providing Party from any blame if a delay occurs due to the Requesting Party not doing what they are supposed to.

The TRA understands Omantel's the concerns but at the same time, all reasons provided by Omantel must be objective. If the delay is due to the other Party, Omantel cannot be blamed, but equally Omantel cannot blame the other Party if it thinks they are at fault when they are not. The required amendment in the clause will keep the issue on actual events and not suppositions.

473 5.3	<i>"Omantel shall, when a Service is delivered and if tested as agreed, notify the Requesting Party that the delivery is completed within 3 days (Notification of Delivery, ND). Such Notification of Delivery shall be executed by facsimile and/ or e-mail addressed to the position responsible for order management in Annex K. The Notification of Delivery shall</i>	Omantel to ensure that the text refers to <i>"working days"</i> rather than <i>"days"</i> .
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contain but is not limited to the following information.”

Explanation:

As part of its submission to the TRA, Omantel provided a modified text for clause 3.5 which referred to working days. However, the corresponding text in its Second Draft RAIO (see above) refers to days only. As such, for clarity, Omantel needs to add the reference to working days.

474 5.6

“Omantel shall upon receiving a Notification of non-compliance of Delivery immediately take all necessary actions to correct the Delivery within seven (7) Working Days or within such other period as may be agreed between the Parties in writing.”

Omantel shall amend the text as follows:

“Omantel shall upon receiving a Notification of non-compliance of Delivery, immediately take all necessary actions to correct the Delivery within five (5) Working Days or within such other period as may be agreed between the Parties in writing.”

Explanation:

As part of its submission to the TRA, Omantel explained that the seven working days were required as rectifying the service can take a longer time, including more than one party and proper coordination.

Given Omantel’s explanation, the TRA is satisfied that this timeframe shall be reduced to 5 working days. This should be adequate given overall timescales.

475 5.8

“If the Parties cannot agree subsequent to 5.2 or 5.5, one of the Parties can notify the other that there is a dispute and handle it according to Section 17 in the Main Body of this Agreement.”

Omantel shall amend the text as follows:

“If the Parties cannot agree to the processes set out in clause 5.2 or clause 5.5, one of the Parties can notify the other that there is a dispute and handle it according to Section 16 in the Main Body of this Agreement.”

Explanation:

As part of its submission to the TRA, TeO noted an incorrect reference to clause 17, rather than 16.

The Second Draft RAIO has not been amended to refer to clause 16 as opposed to 17 as it should be. Omantel shall therefore amend the clause accordingly.

476 5.9	<i>“Omantel will endeavour to deliver 70% of the Services, that have passed the feasibility and for which the Delivery Due Date has been committed, within the Delivery Due Date described under this Annex and the relevant Sub Annexes of the Services during a calendar year.”</i>	The text shall be amended as follows: <i>“Omantel shall deliver 80% of the Services, that have passed the feasibility and for which the Delivery Due Date has been committed, within the Delivery Due Date described under this Annex and the relevant Sub Annexes of the Services during a calendar year. This figure shall increase to 90% after 12 months have elapsed from the date of the TRA Decision approving this RAIO. For the avoidance of doubt, this figure will be subject to the Requesting Party having fully cooperated with Omantel and that no delays have been caused by factors outside Omantel’s control.”</i>
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Explanation:

TeO commented that this statement is too vague and poorly defined. A Delivery Due Date is a commitment, and if Omantel fails to meet the deadline, penalties should apply, for not meeting its regulated requirements and delaying a competitor from offering a competing service.

The TRA’s position on KPIs / SLAs is set out above in relation to clauses 2.4 and 2.5 of Annex H.

In the meantime, the figure shall be amended to 80% and a stipulation shall be included that this shall become 90% after 12 months have passed from the date of this Decision. If for any reason Omantel is not in a position to meet that target, it should apply with evidence to the TRA, setting out the reasons for this situation, and do so no later than two months before the implementation of the new figure.

In addition, the TRA is satisfied that a stipulation can be added that this figure is subject to the Requesting Party having fully cooperated with Omantel and that there will be no delays caused by factors outside of Omantel’s control, for example due to a delay arising by the involvement of governmental entities.

477 5.10	<i>“Omantel will endeavour to deliver 70% of the delivered Service without any fault within the first three (3) days from the date of the delivery during a calendar year.”</i>	Omantel shall amend the text as follows: <i>“Omantel shall deliver 80% of the delivered Service without any fault within the first three (3) Working Days from the date of the delivery during a calendar year.”</i>
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Explanation:

See previous point above regarding KPIs/SLAs relating to clauses 2.4 and 2.5 of Annex H.

478 6.2.1	<i>“Cancellation of orders prior to an agreed delivery date is subject to charges. If the</i>	Omantel shall amend the text as follows:
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Parties have not agreed otherwise or cancellation fees are not specified in a Sub Annex C nor Annex M, the cancellation fee shall be 12.5% of the value of the order. The value of the order is calculated as the sum of the first six months payment(s) and the installation charges.

“Cancellation of orders prior to an agreed delivery date is subject to charges. If the Parties have not agreed otherwise or cancellation fees are not specified in a Sub Annex C or Annex M, the cancellation fee shall be equal to all costs reasonably incurred and not recovered as a result of the early cancellation. Omantel shall be able to substantiate such costs on a request in writing by the Party cancelling the service.”

Explanation:

TeO commented that this clause was too harsh. Omantel should have a right to recover expenses related to preparing for Service Delivery (a corresponding cancellation fee per service could be defined), but no compensation for loss of expected revenues should apply.

As part of its submission to the TRA, Omantel stated that 12.5% of the six month charges and the installation fee is almost equal to 75% of one month charges. This amount should be sufficient to cover the cost reasonability incurred for preparation of delivery of the service.

The TRA does not consider that Omantel’s reply amounts to an actual cost justification. Given the above, Omantel shall amend the wording to state that in such cases it shall recover all costs reasonably incurred and which it shall be able to substantiate on request.

479 6.3.1

“If the Order delivery extends beyond 15 Working Days from the original Delivery Due Date for Orders as defined in Clause 3.5 of this Annex H and 30 Working Days from original Delivery Due Date for Requests as defined in Clause 4.4 of this Annex H, the Requesting Party has the option of cancelling the order without payment of any charges, costs or penalties.”

Please see the explanation below.

Explanation:

See earlier points in relation to clauses 2.4 and 2.5 of Annex H, regarding TRA’s position on KPIs/SLAs.

480 7.1

“...The following Key Performance Indicators (KPI's) will be used initially and

Omantel shall amend the text as follows:

shall be non-committal until the Parties agree otherwise.”

“...The following Key Performance Indicators (KPIs) will be used initially until the Parties agree otherwise. For the avoidance of doubt the following Key Performance Indicators (KPIs) will be subject to the Requesting Party having fully cooperated with Omantel and that no delays have been caused by factors outside Omantel’s control.”

Explanation:

TeO raised a concern that the current wording would typically mean that Omantel will never commit to the KPIs. In its view, the clause should rather state something like *“the KPIs shall be commitments, with penalties for missing them, from the 7 month of a Service and onwards, if not agreed otherwise by the Parties.”*

Omantel responded that the KPIs or quality parameters would always be non-committal since service provisioning and maintenance involve more than one party. For example, connectivity is completed only if the final test is carried out in coordination with the Requesting Party. Most of the services in the RAIO are also dependent on both parties to cooperate and agree on the successful testing and provisioning. In addition, some of these services also depend on the availability of the Requesting Party’s end customer. This requires full coordination between Omantel, the Requesting Party and the end user.

Nevertheless, the TRA recognises that implementing some services will require certain approvals from the respective governmental entities which might prolong the implementation timelines. Furthermore, in most cases, Omantel is providing these services for the first time, and hence, it will only be after some time that Omantel will know the exact timelines required to provide these services.

See earlier points regarding TRA’s position on KPIs/SLAs (relating to clauses 2.4 and 2.5 of Annex H). In addition, the TRA is satisfied that a stipulation can be added that these are subject to the Requesting Party having fully cooperated with Omantel and that there will be no delays caused by factors outside Omantel’s control such as, for example, due to a delay arising by the involvement of governmental entities.

481 7.6 *“Key Performance Indicators of the Critical Network Elements”* Omantel shall update the KPI for Critical Networks Availability to *“99.999%”*.

Omantel shall further amend all KPI tables to bring these in line with all TRA decisions and shall expressly confirm this with the submission of the Final Draft RAIO to the TRA.

Explanation:

The KPI for Critical Networks Availability shall be 99.999%, rather than 98,90%. The TRA requires that Omantel amends all KPIs to bring them in line with all TRA Decisions. As part of its submission of the Final Draft RAIO to the TRA, it shall expressly confirm that it has done this.

482 7.8 “Drop rate.” Omantel shall remove the “less than 2%” on the fixed network.

Explanation:

The TRA noted that the initial drop rate KPI for mobile is less than the drop rate for fixed, which is counter intuitive. In its response, Omantel stated that drop rates in the fixed network are measured differently to the mobile network. The drop rate in fixed will be due to the trunk congestion whereas on the mobile network, it is due to calls failing during mobility between cells.

The TRA notes Omantel’s reply. However, it does not consider that this is acceptable. Congestion in the trunk network is part of the Call Failure rate and cannot under any circumstances be described as a ‘drop rate’, which can only refer to calls dropped (i.e. broken, released) after set-up. As such, Omantel shall therefore remove the “less than 2%” on the fixed network, as trunk congestion comes under the Call Success Rate – the line above (and is consistent with being greater than 98%). Drop rate is only relevant to mobile calls.

483 9.3 “Table 9-1 Fault Repair Time and Fault Reporting” Omantel shall amend all KPI tables to bring these in line with all TRA decisions and shall expressly confirm this with the submission of the Final Draft RAIO to the TRA.

Explanation:

The TRA is satisfied that the table is not in line with TRA guidelines for outages and repair time (TRA Decision 33/2013). The TRA target is that a critical fault should be resolved within one (1) hour.

The TRA therefore requires that Omantel amends all KPIs to bring them in line with all TRA decisions. As part of its submission of the Final Draft RAIO to the TRA, it shall expressly confirm that it has done this.

484 9.10 “For all fault reported by the Requesting Party, in case no fault is found from Omantel side, the Requesting Party shall compensate Omantel for all costs to investigate the fault. Below are the minimum charges:” Omantel shall move the charges for fault investigation to Annex M. Omantel further needs to ensure that all these charges are compliant with Annex 2 of the Decision.

Explanation:



Omantel shall move the charges for fault investigation to Annex M so that all charges are contained in a single annex. Omantel further needs to ensure that all these charges are compliant with Annex 2 of the Decision.

Annex I – Call Line Identifications

Sr. No.	Clause Reference in Second Draft RAIO	Reference text in Second Draft RAIO	Required Modifications
485	1.6	<i>“The following constitutes a Code of Practice (the Code) for operators of telecommunications networks in Oman interconnecting with or accessing Omantel’s Network.”</i>	Omantel shall amend the text as follows: <i>“The following constitutes a Practice Statement for operators of telecommunications networks in Oman interconnecting with or accessing Omantel’s Network.”</i>

Explanation:

Omantel was asked to consider revising the title of the document from “Code” as this implies that is a formal instrument issued by the TRA or agreed with the industry. Within clause 1.6, the TRA suggested to use the expression “*constitutes a Practice Statement*” to which Omantel agreed. As such, Omantel shall make the amendment as indicated and agreed.

Annex L – Definition

Sr. No.	Clause Reference in Second Draft RAIO	Reference text in Second Draft RAIO	Required Modifications
486	Fraud Definition	<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 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 E-nd-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.”</i></p>	<p>The text shall be amended to state:</p> <p><i>“Any fraudulent, corrupt, dishonest, illegal or other unauthorised use (whether actual or attempted) of the Services provided by either Party including the illegal use of that Party’s Network, SIM Cards, vouchers, recharge codes or End-User Equipment, SIM boxes / GSM gateways and any other devices that might negatively impact that Party’s Network, revenue or degrade the quality of that Party Services. Services which shall be illegal and therefore constitute fraud include but are not limited to the following:</i></p> <p><i>(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</i></p> <p><i>(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.</i></p> <p><i>Cases (a) and (b) shall only apply following an express decision to that effect by the TRA or such other competent authority.”</i></p>

Explanation:

Omantel was asked to justify this clause or amend it to make it less one-sided. In its response, Omantel stated that fraud is directly related to the use of the service, network, etc, offered by the Providing Party. Since the Providing Party is kept unspecified, the agreement can take care of the

Providing Party that for certain services, becomes the Requesting Party. For example, this may be the case for interconnection services between two operators who have networks and provide services to each other.

Omantel's reply does not meet the concerns of the TRA. The wording should be amended to cover both Parties. There is no reason why Omantel should not accept that this also applies to itself.

Omantel was also asked to revise the highlighted text under (a) as this is a matter for the Authorities rather than Omantel and under (b) as it is not for Omantel to regulate the services of the other party.

Omantel agreed that (a) and (b) are a matter for the authorities, not itself. However, it stated that these matters can also be considered as fraud towards the Providing Party. The TRA notes Omantel's reply. However, it does not accept that this is a matter for Omantel unless a fraudulent statement is made by the other party concerning the licences it holds. Rather, if Omantel becomes aware of such cases, it should refer them to the appropriate authorities and not deal with them itself. If the other Party is in breach of the A&I Regulation, it is for the TRA to take action and not for Omantel.

Annex M – Tariffs

Sr. No.	Clause Reference in Second Draft RAIO	Reference text in Second Draft RAIO	Required Modifications
487	1.2	<i>“The cost of additional product features, specialized billing, systems and/or network interfaces, non-standard connectivity and associated configuration, integration, testing and man-hours are not included in the published tariffs. Such cases will be dealt with on a case-by-case basis. These additional costs shall be discussed and agreed between both parties and accordingly Omantel shall inform the TRA.”</i>	Omantel shall amend the clause to state that: <i>“The cost of additional product features, specialized billing, systems and/or network interfaces, non-standard connectivity and associated configuration, integration, testing and man-hours are not included in the published tariffs. Such cases will be dealt with on a case-by-case basis. These additional costs shall be discussed and agreed between both parties and accordingly Omantel shall inform the TRA to obtain the necessary approval.”</i>
Explanation: The proposed clause needs to be amended as prices are required to be approved by the TRA under the A&I Regulation and may also need to be published for other interested Parties.			
488	1.4	<i>“Any increase in utility charges, Taxation, Royalty, introduction of VAT and any additional form of taxation will be added to the prices without any notice period and it shall be applicable from the date of validity of that new tax or addition in any levied tax subject to TRA approval.”</i>	The clause shall be amended as follows: <i>“Any increase (or reduction) in utility charges, taxes or VAT will be added to (or reduced from) the prices without any notice period and it shall be applicable from the date of validity of that new charge/tax or increase (or reduction) in any levied charge/tax provided such charge/taxes are passed directly on to the Requesting Party. Where there is such change in the charges, any retrospective invoicing or credit for such changes shall be done within a maximum of 60 calendar days from the increase. In case of changes in taxes, utility charges or any other charge that form part of Omantel’s cost base, any resulting amendment to the charges will be made following an approval by the TRA, as amendments to those charges. Any such change shall take effect from the date that the TRA shall specify in its approval.”</i>

Explanation:

The TRA notes that, in response to comments on the First Draft RAIO, Omantel has amended this clause to provide for TRA approval of the amended charges. The TRA therefore considers that this clause is acceptable where these taxes and so forth are passed directly onto Requesting Parties. However, where utility charges form one part of Omantel's cost base (e.g., for conveyance services) then any amendment to charges will not be automatic and must be approved by the TRA as amendments to those charges. Omantel shall therefore amend the relevant clause to reflect this change. It shall also provide for, where the charges are passed directly onto Requesting Parties, that any such retrospective increase shall be implemented as soon as is practicable and state that in no case can the retrospective charge be for more than 60 days. This should be more than adequate to reflect such changes and not to surprise the other party. Finally, the same provision should apply for reductions.

489 1.5	<i>“In order to provide a requested service to the Requesting Party and in order to maintain the requested services, Omantel will recover if there is any cost incurred by Omantel in meeting the obligations under Article 44 of Telecommunication Regulatory Act from the Requesting Party (at the time of provisioning or even the future costs) that Omantel may incur in order to full fill Article 44 requirement. The specified cost shall be added to the prices on ongoing basis and/ or one-time expense shall be charged to the Requesting Party.”</i>	The text shall be amended by adding at the end of the clause the following: <i>“Such charges shall be agreed between the Parties and shall cover such costs as are reasonably incurred for the provision of such services. In all cases, such charges shall be subject to TRA approval.”</i>
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Explanation:

Following comments on its First Draft RAIO, Omantel was asked to specify the costs associated with these obligations or provide a procedure for agreeing such costs, including whether they will be one-off or recurring.

Omantel's revised text (set out above) neither specifies the costs nor allows for them to be agreed and hence does not meet the TRA's concerns. The TRA assumes that this is because Omantel is not in a position to specify such charges at this stage. As such, it shall adopt in its Final Draft RAIO the text set out above.

490 1.7.5	<i>“If Omantel incurs costs in addition to the Charges in this Annex, in providing Interconnect Services under this Interconnection Agreement, Omantel reserves the right to recover its costs in addition to the Charges below, and the Requesting Party agrees to pay such costs subject to TRA approval.”</i>	The text shall be amended as follows: <i>“If Omantel incurs costs in addition to the Charges in this Annex in providing Access and Interconnect Services under this Access and Interconnection Agreement, Omantel reserves the right to recover its costs in addition to the Charges below. Such charges shall be agreed between the Parties and shall cover such costs as are reasonably incurred for the provision of such services. In all cases such charges shall be subject to TRA approval.”</i>
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Explanation:

TeO commented that the proposed wording was too generic and that the clause should be removed or made more specific. For example, in TeO’s view, Omantel may incur additional costs due to internal inefficiencies or mistakes, and the Requesting Party should not have to pay and be penalized for this.

The TRA considers that Omantel must revise this clause as set out above. This is because the TRA considers it is ambiguous and increases the uncertainty of the offer as the clause reads as if Omantel can simply add to the charges if it incurs additional costs. Therefore, a reference to any additional charges being subject to prior notice and agreement needs to be added.

491 3	<i>“The Per Loop charges are charged based on the number of the connections reserved in each MSAN in blocks of tens.”</i>	The text shall be amended as follows: <i>“The Per Loop charges are charged based on the number of the connections made.”</i>
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Explanation:

Omantel was asked to justify the charging based on blocks of 10 rather than actual connections. It stated that depending on a site’s requirement, Omantel copper cabinet accommodates a maximum of 12 MDF blocks. Each MDF block then accommodates 100 copper pairs which are terminated in MDF Terminal strips. An MDF Terminal strip is the smallest physical unit in a cabinet with a capacity of 10 pairs. This architecture is maintained to ensure better resources management and a good and protected separation between Omantel’s and the Requesting Party allocated pairs within a cabinet for provisioning and maintenance purpose. However, if the Requesting Party asks for one pair, the full 10 pair strip will be allocated and therefore, Omantel will not be able to provide services to the end customer.

The TRA has considered Omantel’s response. Although its proposal to dedicate a whole 10-way MDF strip to a Requesting Party makes sense and is quite usual, it does not mean that that per line Orders are not possible. Distribution frames provide flexibility and as such it is not

necessary that MSAN capacity has to be bought in 10s. Per line Orders should be possible, therefore Omantel shall amend the text of this clause as set out above.

492 4 *“The Per Loop charges are charged based on the number of the connections reserved in each MSAN in blocks of tens.”* The text shall be amended as follows:
“The Per Loop charges are charged based on the number of the connections made.”

Explanation:

See previous point relating to clause 3 of Annex M.

493 5 *“The Per Loop charges are charged based on the number of the connections reserved in each Cabinet in blocks of tens.”* The text shall be amended as follows:
“The Per Loop charges are charged based on the number of the connections made.”

Explanation:

See point relating to clause 3 of Annex M.

494 7.1.1 *“The charges will be for 10 Customers and it’s multiple.”* Omantel shall amend from the clause as below:
“The charges will be per customer.”

Explanation:

Omantel was asked to justify the charging based on blocks of 10. Omantel stated that depending on a site’s requirement, Omantel copper cabinet accommodates a maximum of 12 MDF blocks. Each MDF block then accommodates 100 copper pairs which are terminated in MDF Terminal strips. An MDF Terminal strip is the smallest physical unit in a cabinet with a capacity of 10 pairs. This architecture is maintained to ensure better resources management and a good and protected separation between Omantel’s and the Requesting Party allocated pairs within a cabinet for provisioning and maintenance purpose. However, If the Requesting Party asks for one pair, the full 10 pair strip will be allocated and therefore, Omantel will not be able to provide services to the end customers.

Omantel was subsequently required to review its reply above. Given the nature of the service, the MDF simply is not involved at all in this virtual network service. Omantel responded that it is not clear to it how the MDF is not involved.

The TRA is satisfied that the MDF is not involved in WLR in any way so there can be no justification for a ‘block of 10’ approach and as such this clause shall be amended as set out above.

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| 495 | 8. | <p><i>“Notes:
* Based on the trunk segment and terminating segment.
** The charges will be for 10 Customers and its multiple”</i></p> | <p>Omantel to revise Clause 8 as follows:
<i>“Notes:
* Based on the trunk segment and terminating segment.”</i></p> |
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Explanation:

See point relating to clause 3 of Annex M. Omantel shall delete the phrase *“** The charges will be for 10 Customers and its multiple”* from this clause.

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| 496 | 9. | <p><i>“Notes:
* Based on the trunk segment and terminating segment.
** The charges will be for 10 Customers and its multiple”</i></p> | <p>Omantel to revise Clause 9 as follows:
<i>“Notes:
* Based on the trunk segment and terminating segment.”</i></p> |
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Explanation:

See point relating to clause 3 of Annex M. Omantel shall delete the phrase *“** The charges will be for 10 Customers and its multiple”* from this clause.

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| 497 | 24.1.1 | <p><i>“The above charges exclude emergency call centre fee and the administration fee which will be charged separately wherever is applicable.”</i></p> | <p>The following text shall be added to the end of the clause:
<i>“Such charges shall be agreed between the Parties and shall cover such costs as are reasonably incurred for the provision of such services. In all cases, such charges shall be subject to TRA approval.”</i></p> |
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Explanation:

As part of its submission, Omantel stated that currently the service is free of cost. However, if any charges are added, then the same will be passed to the Operator. However, Omantel shall amend the clause as set out above, to ensure that any charges are reasonable and subject to the TRA’s approval.

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| 498 | 24.3 | <p><i>“Calls to Local Time Enquiry Service”</i></p> | <p>Omantel to include International Number Enquiries under clause 24.2.</p> |
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Explanation:

Omantel was asked to include International Number Enquiries under clause 24.2.

Omantel subsequently agreed to include this service in the clause 24.2.

499 30.1

“The charges are the minimum charges. In case if the actual cost including the mark ups exceeded the above charged, the charge will be modified accordingly.”

The following text shall be added at the end of the clause:

“Any deviation from these charges is subject to agreement between the Parties and shall cover such costs as are reasonably incurred for the provision of such services. In all cases such deviations shall be subject to prior TRA approval.”

Explanation:

Omantel was asked to clarify what it meant by the clause and why such costs can arise. In any event any such charges are subject to prior TRA approval and this approval must be provided for. Omantel stated that these charges are based on their understanding and experience during the implementation phase of the existing Mobile Reseller agreements. Omantel stated it has to understand the requirements of the new licensee and their special network requirements and compatibility with the Omantel network and hence may incur costs beyond those presumed in the charging schedule.

The TRA notes Omantel’s comments. However, its proposed approach would leave the Requesting Party open to any charge and it does not stipulate that these are subject to TRA approval. To reduce the risk of such charges being arbitrary or not cost based, and given the obligations placed on Omantel through the A&I Regulation, the additional text above is required.

Annex N – Credit Assessment

Sr. No.	Clause Reference in Second Draft RAIIO	Reference text in Second Draft RAIIO	Required Modifications
500	2.6.2	<i>“After six months from the commencement of operations: 3 times the highest invoice value during the past six (6) months plus 10% of the total.”</i>	Omantel shall amend the clause as follows: <i>“After six months from the commencement of operations: three (3) times the average invoice value during the past three (3) months and to be revised quarterly.”</i>

Explanation:

Omantel was asked to explain why:

1. the value should not amount to the average of the invoices payable in the relevant period as opposed to what is currently proposed here (i.e. to use the ‘highest invoice value during the past six months’), and
2. there should be a further 10% mark-up from the invoice value.

Omantel explained:

1. Although the bank guarantee covers 3 months, the TRA is aware that as of today, one of the Requesting Parties has not paid his dues over a 7 month period and yet the services have not been terminated. If such cases continue, the Providing Party will be under huge financial risk.
2. Based on experience, most of Omantel’s wholesale customers’ invoices have increased and therefore, a contingency of 10% is used.

The TRA disagrees with Omantel’s justifications as in its views:

1. These are not grounds upon which to set the value of a bank guarantee. Omantel shall therefore amend the text to state that the value shall be calculated on the average of the invoices payable in the relevant period.

The 10% mark-up is not acceptable and shall be deleted. The value is based on the average and as such it will cover any increases over time.

501 2.6.3 *“The Bank Guarantee -after the first six (6) months from the operation-shall be revised quarterly and it shall be 3 times the highest invoice value during the past (3) three months plus 10% of the total.”* This clause shall be deleted.

Explanation:

This clause shall be deleted because it repeats the principles set out in Clause 2.6.2.

502 2.6.4 *“The Bank Guarantee shall not be less than the previous bank Guarantee for each service at any point of time. However, if the invoice amounts declined over 6 months then the bank guarantee shall be revised accordingly.”* This clause shall be amended as follows:
“The Bank Guarantee shall not be less than the previous Bank Guarantee for each service at any point of time. However, if the invoice amounts declined over 3 months, then the Bank Guarantee shall be revised accordingly.”

Explanation:

See explanation in relation to clause 2.6.2 of this Annex, set out above.

503 2.7 *“2.7 The Requesting Party shall provide a bank guarantee for each Service as below:”* Clause 2.7 shall be amended by inserting the following formula instead of the fixed values currently provided:
“30 x 60 x 24 x 91.2 x 25% x the applicable rate”

Item Description	Price (OMR)	Condition
• Omantel Fixed Termination Service	• 10,000	• Per E1 Port Capacity
• Omantel National Cascade Transit Service terminated in Mobile Network	• 36,000	• Per E1 Port Capacity
• Omantel Mobile Termination Service	• 25,000	• Per E1 Port Capacity
• All Other Services	• As per clause	• Error! Reference source not found.

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Further, Omantel shall add a footnote explaining each value contained in the formula.

Explanation:

In response to a clarification question, Omantel explained the formula in clause 2.7. In particular, the formula takes into account the average number of minutes of calls made per E1 in 3 months, and multiplies it by the rate. The formula set out by Omantel was 30 x (60 x 24) x 91.2 * 40% x the applicable rate, where.

- (60*24) is the total number of minutes in a day

- 30 is the number of channels in E1
- 91.2 is the number of days in 3 months
- 40% is the average utilization of E1

During the industry meeting, Omantel explained that the 40% E1 utilisation value is based on the average utilisation across all of its E1s (i.e., based on actual data). For example, it stated that its NGN E1s are currently utilised by 80% and its mobile network related E1s are currently utilised 60-65%. Supporting evidence was provided to the TRA under confidential cover. Further, according to Omantel, a 40% utilisation is the bare minimum in terms of efficient use of an E1.

Friendi stated that the proposed RAIO terms would increase Friendi's bank guarantee by a factor of at least 30 and increase annual servicing costs payable to the bank by around OMR 40,000 per year. Friendi expects the RAIO terms should, as a minimum, be no worse than Friendi's current wholesale agreement.

Renna stated that at present, it has a different Bank Guarantee clause as per the Renna Mobile agreement with Omantel. Given this, Renna wishes to understand whether going forward, this new calculation could be applied by default or if the old agreement clause will remain valid. In response to Renna's question, Omantel stated that once the RAIO becomes effective, Requesting Parties can choose to sign the RAIO agreement with Omantel or continue with their current agreement.

TeO commented that Omantel's overall formula seemed appropriate. However, with regards to Omantel's E1 utilisation assumption, it is highly unlikely that an E1 used for national interconnect, where all the traffic is either originating or terminating in the same time zone, will reach an average utilisation of 40% over a 24 hour (or in this case, even a 3 month) period. Such a high utilisation would typically cause a severe traffic load and call congestion/blockage during the busy hour(s). In TeO's experience, a reasonable 24 hour utilisation of an interconnect E1 would be between 15-20%. This is also supported by the statistics provided to the TRA as part of this submission on the utilisation of TeO's interconnection links with Omantel, which show a calculated (theoretical) utilisation per E1 of 16.7%, at 100% utilisation during the peak hours. According to TeO, the actual utilisation per E1 over the last 3 months has only been 8.7%, which is due to a more competitive environment, where in particular, the two dominant operators have taken market share from TeO on both originating and terminating traffic, leaving them with more E1s than they actually need.

In its second-round response, Omantel stated that it would not agree to anything less than stated in its formula. Following a further request for information and supporting evidence concerning the average utilisation of a specific month (23%), it further stated that the figure of 40% is because they need to keep a buffer from increased utilisation levels, which are much higher than average levels.

The TRA is satisfied that Omantel's formula is acceptable. However, the figure of “*average utilisation rate*” is not. Not only do the later submissions of Omantel admit that the figure of 40% is higher than the average, but also the figures provided by Omantel of the average (23%) are closer to what, based on experience, one would expect – namely 25%. Indeed, the TRA notes that other players have provided figures which are lower than the 25%.

The TRA is satisfied that a figure of 25% for the average utilisation of an E1 is reasonable and hereby approves the formula subject to the amendment of the relevant figure from 40% to 25%.

Finally, the TRA would like to bring to the attention of all parties Article 41 of the A&I Regulation which states that: “*Any pre-existing A&I Agreement concluded for the provision of a Regulated A&I Service, subject to a RAIO obligation, shall remain in effect pending conclusion of a new A&I Agreement pursuant to the subsequently approved RAIO. The new A&I Agreement must be concluded in this manner within two (2) months of the approval of the RAIO.*” (emphasis added).