[NON-CONFIDENTIAL]

Consultation on Standard Access Offer for Developers

CRA REFERENCE: CRA2016/07/20

Ooredoo reference: [OQ-Reg 4619/2016-08]

11 AUGUST 2016

Contents

1. General comments

A more balanced approach

1.1 Ooredoo thanks the Communications Regulatory Authority (CRA) for the opportunity to submit comments on the CRA Response Document ('CRA Response Document") to the consultation on the Standard Access Offer for Developers ('SAO'), issued on 25 February 2016, as well as the revised Standard Access Offer for Developers (Draft 6, issued on 20 July 2016) ('Revised SOA').

1.2 Ooredoo is pleased that the CRA has taken the comments made by many of the respondents into account in amending the Revised SAO. Ooredoo also welcomes the necessary guidance provided to ensure stakeholder expectations are adequately set, whilst meeting the objective of ensuring open, equal and non-discriminatory access to Passive Civil Infrastructure as defined in the Passive Civil Infrastructure Regulations of 2015 ('Passive Civil Infrastructure Regulation').

1.3 In particular, Ooredoo supports the CRA statement at article 18 and 21.1 of the CRA Response Document, where the CRA acknowledge that Access Providers should have more flexibility to develop Standard Access Offers that better suit their own specific requirements and constraints in relation to providing access to Passive Civil Infrastructure, provided the Standard Access offer is consistent with the Passive Civil Infrastructure Regulation.

Mandatory Application of Standard Access Offer

1.4 Ooredoo believes the wording in article 21.2 of the CRA Response Document requires modification. Whilst it would be necessary to submit a Standard Access Offer for CRA approval within 60 calendar days, upon a request from an Access Seeker, it would be difficult for an Access Provider to commit to having the offer approved by the CRA, as the current wording requires.

1.5 In the absence of what criteria the CRA would use to approve the offer, it would seem difficult for an Access Provider to commit to such timescales. Ooredoo believes it may be more appropriate for the CRA to reword this to read: *"An Access Provider must submit for approval to the CRA within 60 days of an access request, a Standard Access Offer. Where the Standard Access Offer is compliant with the Passive Civil Infrastructure Regulation, the CRA will approve such Standard Access*

Offer within five (5) business days. Where it is not compliant, the CRA will require that the Standard Access Offer is amended to be compliant, and shall provide the Access Provider ten (10) business days to summit a revised Standard Access Offer, which the CRA shall approve within five (5) business days. Where the Access Provider fails to deliver a revised Standard Access Offer which is compliant with the Passive Civil Infrastructure Regulation, the Access Provider must adopt the form and content of the Template SAO".

1.6 Ooredoo recommends the Template SAO be amended to reflect the above.

Regulating developers

1.7 Ooredoo notes the CRA statements in respect of CRA powers to regulate developers. Whilst Ooredoo acknowledges the provisions in the Telecommunications Law, and the Telecommunications Infrastructure Coordination Committee (Committee), it would seem plainly clear that the CRA would not have the powers to enforce telecommunications regulations on developers. The Committee's powers are, as the name suggests, coordinating between the various stakeholders. The Committee does not appear to be granted any additional powers, but relies on the powers granted to each of the stakeholders to enforce any agreement reached by such Committee.

1.8 Whilst the CRA has tried to engage with the developers, the fact that only two developers within the country responded, would suggest that there has not been the level of advocacy of developers as the CRA suggests at article 25.4 of the CRA Response Document.

1.9 Ooredoo remains concerned that the CRA lacks the authority and commitment by developers to enforce the Passive Civil Infrastructure Regulation.

Significant and Standard Developments

1.10 The CRA proposes a delineation of developments into two categories, which would then determine if an Access Seeker can submit individual access requests on a per route basis or to cover a wider range of routes.

1.11 Whilst this may well be dealt with by an Access Provider who may develop their own Standard Access Offer without reliance on the Template, Ooredoo believes it is useful to amend the Template so it is both practical and reflects reality.

1.12 Ooredoo believes in the interests of transparency and cost causality it would be beneficial if an individual request were submitted for each route.

1.13 It is also important to recognize that a minimum time will be required to review, analysis and approve each route, as each route will be required to be observed on the GIS (or other such records) and appropriate data on capacity determined. In a scenario where an access seeker can submit a blanket request with possibly hundreds of routes, it will be impossible to determine feasible SLAs and prices for managing such requests.

1.14 Ooredoo believes it may be useful to distinguish between In-building ducts and other ducts. In many large-scale developments, the developer does not own the actual buildings. The service providers are required to contract or contact the building owners to utilize their existing cables or install new ones. Although the Template SOA contemplates access to all such ducts.

1.15 Ooredoo recommends that multiple routes within In-Building ducts, cable trays and such facilities be covered under an individual request, whilst the rest would require individual requests per route.

2. Specific responses to CRA comments

Comment 1 – template SAO should be optional and amendable

2.1 Ooredoo agrees with the CRA response that the Template SOA should be a guiding document to assist Access Providers, but that they will have flexibility to draft Standard Access Offers that fit their commercial, technical and operations requirements, provided it complies with the Regulatory Framework. Ooredoo refers the CRA to Ooredoo's comments at 1.4 above, with respect to CRA approvals.

2.2 Ooredoo would also contend that the SOA developed by the Access Providers should be compliant with the Passive Civil Infrastructure Regulation rather than reference to the Regulatory Framework. Access Providers are unlikely to have full visibility; or an understanding of the wider Regulatory Framework; and will not have been consulted in that sense either. Given it is only the Passive Civil Infrastructure Regulation that the developers have been consulted upon, this should become the focal reference document.

Comment 2 – the parties need more flexibility to negotiate Access Agreements

2.3 Ooredoo concurs that the revised approach adopted by the CRA where the Template SOA is principally for guidance will allow the Access Provider and Access Seeker to negotiate terms that are reflective of their circumstances and fit for purpose.

Comment 3 – the Template SOA limits residual freedom to contract from the Access Regulation and Civil Code

2.4 Ooredoo concurs with the CRA response that the SOA is only for guidance.

Comment 4 – the CRA's jurisdiction over Access Providers

2.5 Ooredoo refers the CRA to its response at 1.7 to 1.9 above.

Comment 5 – the potential scope of Access Requests is unclear

2.6 Ooredoo concurs that the revised approach adopted by the CRA where the Template SOA is principally for guidance will allow the Access Provider and Access Seeker to negotiate terms that are reflective of their circumstances and fit for purpose.

Comment 6 – the time periods for processing Access Requests are too short or should not be consistently applied to all Access Requests

2.7 Ooredoo concurs that the revised approach adopted by the CRA where the Template SOA is principally for guidance will allow the Access Provider and Access Seeker to negotiate terms that are reflective of their circumstances and fit for purpose.

Comment 7 – Access Seeker should be supervised when installing equipment and cables and bear the cost of that supervision

2.8 Whilst Ooredoo would concur that the revised approach adopted by the CRA where the Template SOA is principally for guidance will allow the Access Provider and Access Seeker to negotiate terms that are reflective of their circumstances and fit for purpose, it is important to distinguish the fact that an Access Provider may not have existing cables, and therefore no interest or expectation for supervision. However, where an Access Seeker has existing cables and a new Access Seeker wishes to install additional cables, then the Access Seeker has a material interest in

ensuring that its cables are not damaged. There are principally two mechanisms to achieve this:

2.8.1 The Access Provider would indemnify the Access Seekers of damage to their cables and would need to build in the costs for undertaking this liability into its prices. It would then determine how and when supervision would be undertaken.

2.8.2 The alternative is the Access Seeker informs the existing Access Seeker which has cables in the ducts being proposed, of the contemplated activity, and have the rights to undertake supervision. The costs of such supervision would need to be paid for by the new Access Seeker or commercially agreed between parties.

2.9 The disadvantage of the first approach is that if there was any damage to the existing cables whilst the new Access Seeker were laying its cable, then there is likely to be a delay in informing the existing Access Seeker and for it undertake the repair / maintenance activities. This delay will impact customer(s). The second approach would reduce any such delay.

Comment 8 – Clause A.2.7 confuses the Access Provider's ability to reject Access Requests due to capacity constraints

2.10 Ooredoo agrees with the proposed amendments. The Template SOA should not set unrealistic expectations and obligations of either party.

Comment 9 – Clauses A.2.9 and A.3.8 confuses the process for granting access

2.11 Ooredoo was concerned primarily around load issues on towers. Before an Access Provider can grant access to a new Access Seeker seeking to place antennae on a tower, appropriate load bearing calculations must be undertaken and approval granted where there are no matters of concern arising.

2.12 Where an Access Provider does not appropriately consult with existing Access Seekers, it may prematurely grant access to the Tower, only for such approval to be of little use. Further, such approvals are likely to simply lead to disputes between service providers where one will seek to protect the existing assets on the tower and the other cite the approval as a green light to proceed.

2.13 Issues with respect to interference may well be solvable, but issues with respect to load bearing are unlikely to reach an amicable settlement.

2.14 Ooredoo would suggest that the CRA amend the clause so that it applies only to interference cases and not space and load issues.

2.15 Our comments above apply equally to A.3.8.

Comment 10 – Access Providers may not have the electronic records required by the Template SAO

2.16 Ooredoo notes the Template SOA would apply to a buildings that are 5 storeys high or above. It is not guaranteed that such buildings would have electronic records in the form of GIS. However basic electronic records in an excel database may, or should be available. Ooredoo would therefore concur with the CRA's response, but would suggest that the CRA make clear that electronic records does not necessarily mean a GIS.

2.17 Ooredoo is also concerned that additional text inserted within Annex B.6 requires an Access Provider to ensure that the information systems it uses to maintain electronic records interface and interoperate with the information systems used by Ashgal. For smaller developments, it is highly unlikely that the developers would have the capability to do so. Ooredoo believes it would more prudent to limit this requirement to only "Significant Developments".

Comment 11 – Access Seekers should be able to request variations to the Template SAO

2.18 Ooredoo concurs with the CRA's response that both Access Providers and Access Seekers should have the ability to request variations to the Template SOA, and that such variation should be subject to public consultation, if significant or material changes are being proposed.

2.19 The requirement for consultation must also apply to changes being sought by the CRA.

Comment 12 – The term of Access Agreements should be longer and less susceptible to termination, to protect the Access Seeker's investment

2.20 On the extended duration of the agreement, Ooredoo is generally supportive.

2.21 Ooredoo however notes the CRA comments on termination and maintains that the requirement should be limited to notify the CRA, not seek CRA approval.

2.22 Once an agreement is entered into by parties, based on the Passive Civil Infrastructure Regulation, it is commercial agreement between parties, which does not need CRA approval for variation, suspension or termination, pursuant to the terms of such agreement. The Telecommunications Law does not expressly grant powers to the CRA to veto the application of commercially agreed provisions of an agreement. The only right granted is at Article 53 of the By-Law that provides that the CRA can require party(s) to amend the agreement to comply with the Applicable Regulatory Framework – this is however not a veto right.

2.23 Ooredoo believes Clause 12.6 must be amended accordingly.

Comment 13 – Access Seekers should be able to request access under a Standard Access Offer if the Access Provider is already supplying the relevant services under a pre-existing agreement

2.24 Ooredoo notes that the CRA has removed the relevant paragraphs of the Preface. However, it would seem sensible that the Access Provider can reject a request under a Standard Access Offer, if an existing agreement that is not contrary to the Passive Civil Infrastructure Regulation is already in force, and that the Access Provider is willing to use such agreement as a Standard Access Offer to ensure non-discrimination between Access Seekers.

2.25 Ooredoo would suggest that the language in the Template SOA is amended to reflect the above.

Comment 14 – Inclusion of standard pricing for access costs

2.26 CRA concurs with the CRA comments. Each development will have incurred different costs in building their passive civil infrastructure; each will incur different costs in processing access requests and maintaining the infrastructure.

2.27 It would be naïve to use the prices in the Ooredoo RIAO as some benchmark.

2.27.1 Firstly, Ooredoo has stated on a number of occasions that the prices as set out in the CRA RIAO do not reflect Ooredoo's cost oriented prices;

2.27.2 Secondly, those prices would normally reflect the costs incurred by Ooredoo (which is not the case with the RIAO currently), not another developer. In particular, the CRA has sought to impose a cap of 10% for the recovery of wholesale management costs – a totally unfair approach and which we are no doubt developers would object to;

2.27.3 Thirdly, those prices reflect what are significantly depreciated assets, which is not likely to be the case with most developments; and

2.27.4 Fourthly, they reflect the significant economies of scale enjoyed by Ooredoo in both deploying and providing access to such infrastructure, something not all developers will enjoy.

2.28 Whilst Ooredoo believes parties should negotiate in good faith and on commercially reasonable terms and conditions, this should not be taken to reference Ooredoo's RIAO as a benchmark.

Comment 15 – responsibility for costs of modifications and improvements

2.29 Ooredoo notes the CRA comments do not address the issues that appear to have been raised by a stakeholder, albeit the issue that has been raised does not appear to be well articulated.

2.30 The stakeholder appears to have raised a concern that where a specific Access Seeker incurs costs in modifying a route or a location (which in the case of a Route, it is not clear what costs an Access Seeker would incur, and in the case of location it presumably includes those listed by the CRA at article 78.2 in the CRA Response Document).

2.31 The issue appears to be that the first Access Seeker may bear the costs of any modifications to a location, such as the installation of metered electric power, with a subsequent and second Access Seeker arriving and seeking to utilize such services for which the first Access Seeker has invested.

2.32 Ooredoo would suggest that when the second (or indeed a third) Access Seeker seeks to utilize those facilities paid for by the first Access Seeker, these are identified as part of the feasibility study and parties agree the appropriate apportion between parties based on the time period between installation and subsequent use by the subsequent party; the respective usage by parties etc.

2.33 Clauses B3.3 and B3.4 should be amended to cater for the above circumstances.

Comment 16 – Requirement to obtain the CRA's consent to any SAO with terms and conditions that are different to the Template SAO

2.34 Ooredoo refers the CRA to Ooredoo's answer at 1.4.

2.35 Approval of a Standard Access Offer should be aligned to compliance with the Passive Civil Infrastructure Regulation.

2.36 An agreement based on such SOA should be commercially agreed between parties. Ooredoo concurs that such agreement should be submitted to the CRA, but for approval.

Comment 17 – Passive Civil Infrastructure Committee

2.37 Ooredoo notes the CRA's reference to the Passive Civil Infrastructure Committee. However, Ooredoo does not believe it would be prudent to refer disputes to such committee in the first instance, for such committee does not meet frequently. It may be more appropriate for disputes to be referred to the CRA in first instance and then the Passive Civil Infrastructure Committee if parties seek to appeal such CRA decision.

Comment 18 – Internal Cabling Guidelines for Ducts and In-building Facilities

2.38 Notwithstanding the fact that the Template SOA is only for guidance purposes, Ooredoo would concur with the CRA. The In-building guidelines do not necessarily cover ducts that are contained within a development.

2.39 Annex A provides information and guidance that complements the In-building Guidelines.

2.40 However, as a general principal, Ooredoo believes the proposed legislative hierarchy should be amended so that an access agreement has higher priority than a mere guideline, whilst we recognize that the CRA comment is consistent with the section 2 of the In-building Guideline.

Comment 19 – requirement to notify access seekers of new developments

2.41 We note the CRA comments and would urge that a similar approach be adopted with Ooredoo's RIAO – for what is being proposed would treat Ooredoo's passive infrastructure access differently from developers' passive infrastructure access.

Comment 20 – Operations and Maintenance

2.42 Ooredoo notes the CRA comments with respect to the SOA being for guidance.

Comment 21 – clarification on definitions referring to the Law

2.43 Ooredoo notes the CRA amendments and concurs.

Comment 22 – various requests for amendments and drafting clarifications

2.44 **To Scale:** Ooredoo notes the CRA comments with respect to the meaning of the words "to scale" and would concur.

2.45 **Customer:** Ooredoo believes it would be more prudent to align the definition of "Customer" with the Telecommunications Law, than to define new terminology.

2.46 **Day:** Ooredoo notes the definition of day to refer to "Working Day" and would concur.

2.47 **Usage scope:** Ooredoo notes the amendment to Clause 2.3 with respect to the scope of usage of the passive civil infrastructure. However Ooredoo believes the scope should be limited to those services for which it is lawfully authorized to provide, rather than having an open-ended "or other services as agreed between the Parties". Such scope has the potential to be abused.

2.48 **SLAs:** Ooredoo notes the amendments to Clause 2.10 with respect to timelines and SLAs, and would concur.

2.49 **Confidential Information:** Ooredoo notes the amendments to Clause 7.2.5 with respect to confidential information. Ooredoo is not aware of restrictions to the use of personnel or sub-contractors outside of Qatar. The Telecommunications Law places an obligation to protect customer information at Article 25 of the Telecommunications Law and Articles 91 and 92 of the Executive By-Law, but even these do not place restrictions in terms of location of data processors. Ooredoo recommends removing such a restriction.

2.50 **Insurance:** Ooredoo notes the CRA's comments in respect of insurance and that no changes have been made, which Ooredoo concurs with.

2.51 **Liability:** Ooredoo notes the CRA comments with respect to Liability provisions at Clause 10.7. Ooredoo notes a slight watering down of the liability provisions, and whilst can understand limiting it to direct loss and not consequential loss, Ooredoo believes the Access Seeker or the Access Provider (depending on the model adopted as per 2.8 above) should be held liable for any payments that may need to be made to a customer either through an SLA or as compensation, as well as for any

regulatory penalties suffered as a result of Access Seeker / Provider actions. Ooredoo recommends the clause be modified accordingly.

2.52 **Liability:** Ooredoo notes CRA comments with respect to Liability provisions at Clause 10.8 and that no changes have been made. Ooredoo also notes this Clause is likely to impact Access Seekers more than Access Providers. Nevertheless, given that the Template SOA is for guidance purposes, parties can negotiate appropriate liability provisions.

2.53 **Review:** Ooredoo notes the CRA comments with respect to the proposed amendments to Clause 11.1.1 and where no changes have been made, which Ooredoo would concur with.

2.54 **Material Breach:** Ooredoo notes the CRA comments with respect to proposed changes and that the CRA has not adopted the changes, which Ooredoo would concur with, given parties are free to negotiate appropriate terms.

2.55 **Ducts and In-building Facilities Service:** Ooredoo notes that the CRA has not adopted the proposed modifications, which Ooredoo would concur with.

2.56 **Metered Electric Power Service:** Ooredoo notes that the CRA has not adopted the proposed modifications, which do not appear to be material in any case.

By email

15 August 2016

Mohammed Al-Mannai
President
Communications Regulatory Authority
Doha, Qatar

Dear Mr. Al-Mannai,

Re: Standard Access Offer ("SAO") for Developers Consultation Document Dated 20 July 2016

1. Vodafone Qatar Q.S.C (**"Vodafone Qatar"**) welcomes the opportunity to provide comments on the Communications Regulatory Authority's (**"CRA"**) second consultation on the Annexes for Standard Access Offer for Developers (**"SAO"**).

2. Vodafone Qatar fully supports the CRA's efforts to promote open access to passive civil infrastructure. Access to passive civil infrastructure is critical for the development of competition in both fixed and mobile markets.

3. Vodafone Qatar is however concerned with the proposed departure from the Passive Civil Infrastructure Access Regulation published in terms of the decision of the president of the CRA No. (3) of 2015 (**the "Access Regulation"**) to make the SAO optional. A mandatory SAO is required by the Access Regulation and necessary to establish a common starting point, foster regulatory consistency and efficiency, minimise complexities and foster the effective use of passive infrastructure, facilitate the negotiation and finalisation of access agreements and ultimately competitive outcomes for consumers. Variations to the SAO are permitted under the Access Regulation and therefore can accommodate any adaptations that may be necessary.

4. Vodafone Qatar would also like to highlight that the Access Regulation does not apply to small scale developments for which Vodafone Qatar would expect the same access principles to apply nonetheless given the overreaching objectives of the CRA to promote competition and consumers interests. Vodafone Qatar would welcome clarification from the CRA on this point.

5. The remainder of Vodafone Qatar's submission is structured as follows:

   - PART A: General Comments (Set out in this letter); and
   - PART B: Specific Comments and Recommended Changes to the SAO

6. Please note that not all suggestions for amendment to the SAO provided under PART A are included as tracked changes in the SAO. Rather, some may have been left for the CRA to consider for inclusion in the re-draft.

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By email

PART A: GENERAL COMMENTS

SAO to be optional rather than mandatory

7. Vodafone Qatar does not agree with the proposal of the CRA to make the SAO optional rather than mandatory. It is: (a) against the very objectives that the Access Regulation is intended to foster; and (b) contrary to the provisions of the Access Regulation and hence contrary to the fundamental legal principle that a legal instrument issued pursuant to a higher level instrument cannot modify the higher level instrument.

8. Articles 5.1 and 5.2 of Access Regulation provide as follows:

   "5.1 An Access Provider must only offer access to Passive Civil Infrastructure through a Standard Access Offer that is compliant with this Regulation.
   5.2 A Standard Access Offer must follow the templates issued by the Authority following consultations with stakeholders and the Passive Civil Infrastructure Committee"

9. The above articles are critical to the main issue which is being raised in the consultation document, which is whether or not the SAO should be mandatory or optional. Vodafone Qatar submits that the Access Regulation is very clear on this issue and leaves no room for ambiguity. It is very clear that Access Providers must only offer access through a SAO and such SAO must follow the template issued by the Authority. Vodafone Qatar took the liberty of cross checking Articles 5.1 and 5.2 with the Arabic version of the Access Regulation and confirms that Article 5.1 is consistent across both English and Arabic versions and Article 5.2 of the Arabic version is even more prescriptive than the English version as it provides that *"[t]he Standard Access Offer must comply with the templates issued by the Authority...".*

10. It is with the above in mind that Vodafone Qatar disagrees with the CRA's proposal to adopt Option 1 in paragraph 19(a) of the consultation document. Using the CRA's own wording, the obligation to use the SAO template issued by the CRA already exists in the Access Regulation which is binding on the Access Providers. If the CRA wishes to make the SAO template optional for Access Providers then the only legal way to go about it is to amend the Access Regulation.

11. Leaving aside the fact that the CRA cannot make optional the SAO without changing the Access Regulation, Vodafone Qatar considers that an optional SAO would not be aligned with the very objectives that the Access Regulation is designed to achieve as set out by the CRA at paragraph 17 of the CRA Response Document. The CRA has actually not assessed its preferred option against those objectives. Vodafone Qatar submits that making the SAO optional would:

    - Undermine regulatory consistency and efficiency (objective (a));
    - Lead to a more time consuming process for developers to produce and maintain SAO by removing the SAO as base of negotiation (objective (b));
    - Lead to prolonged timeline for commercial negotiations (objective (c)); and
    - Create more scope of developers to seek to impose unfair or unreasonable access conditions (objective (d))

12. Overall, Vodafone Qatar is concerned that the framework developed would not facilitate access to large scale developments (the key focus that initially led to the development of the Access Regulation), facilitate the deployment of infrastructure and competitive outcomes for consumers.

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13. The CRA sets out four solutions/options which have been suggested by the stakeholders to deal with the issue of the SAO being too prescriptive. The four options are set out below together with Vodafone's comments on each option.

CRA Options	Vodafone Qatar comments
Option1: The template SAO as a whole could be optional rather than mandatory, so Access Providers who wish to develop their own SAO can do so, provided that it complies with the Regulatory Framework	Option 1, 2 and 3 are not in line with Articles 5.1 and 5.2 of the Access Regulation. As mentioned above the Access Regulation is very clear requires the Access Providers to only offer access through the SAO and the SAO must follow the CRA template. Vodafone Qatar also submits that none of these three options will fulfil the four objectives set out by the CRA
Option 2: the Main terms and conditions of the template SAO remain mandatory, while the annexes and Schedules to Template SAO are removed, allowing Access Providers to develop their own operational and commercial provisions (at all times in compliance with the regulatory framework)	
Option 3: The main terms and conditions of the template SAO remain mandatory, but Access Providers may amend the Annexes and Schedules to suit their business requirements and conditions of access, provided the final Access Agreement is compliant with the Regulatory Framework; and	
Option 4: The template SAO remains mandatory for Access Providers to adopt as a standard access offer, but the terms are able to be commercially negotiated between the Access Provider and Access Seeker, provided the final Access Agreement is compliant with the Regulatory Framework	Of the four options proposed, this option is the only one that complies with the Access Regulation. Further, as the CRA righty points out the Access Regulation does not curtail the rights of Access Providers and Access seekers to negotiate and agree alternative positions in the Access Agreement, provided the final Access Agreement is compliant with the Regulatory Framework. Option 4 is the only option that is best placed to fulfil the objectives of the Access Regulation, facilitate access and the deployment of infrastructure by establishing a sound common starting point

14. Further to the above, Vodafone Qatar is of the view that over and above the legal implications of option 1 as proposed by the CRA, option 1 would be unnecessarily complex for all stakeholders. The Access Seekers will be faced with potentially very different price and non-price conditions for access to the same civil passive telecommunications infrastructure from different developments for essentially the same service. The CRA will also be faced with multiple SAO's to look at and approve which will lead to unnecessary administrative burden on the CRA and significant delays.

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The CRA's Jurisdiction over Developers

15. Vodafone Qatar sought clarification on the issue of jurisdiction of the CRA over Developers and appreciates the clarification provided in the response document regarding the establishment of the Telecommunications Infrastructure Coordination Committee (**"the Committee"**). Vodafone Qatar is already aware of the Committee; however this does not answer the issues raised by Vodafone Qatar specifically around the resolution of disputes in relation to the SAO.

16. The CRA's response on the issue of dispute resolution simply refers to the CRA's response in General Theme 2 in Part A (General Comments). This section does not however touch on which dispute resolution process will apply for SAO disputes, As far as Vodafone Qatar is aware the CRA only has two processes for resolving disputes which are the Dispute Resolution Rules and the Ex Post Procedure for breach of competition provisions both of which specifically apply only to licensed service providers.

17. Article 14.2.1 of the SAO still provides that either party may upon service of notice to the other party refer the Dispute to the Authority, in accordance with the Authorities Dispute Resolution Rules (**"DRR"**) issued under Article 61 of the Telecommunications Law. Vodafone once again reiterates the fact that the DRR only applies to licensed service providers and unless the DRR are amended by the CRA to include other parties which are not licensed service providers then the DRR rules cannot be used to resolve disputes between Access Providers who are not licensed service providers and Access seekers.

Distinction between Significant Developments and Standard Developments

18. The CRA proposes to distinguish between "Significant Developments" and "Standard Developments" in order to provide more guidance and flexibility in relation to the potential scope of Access Requests (i.e. for single or multiple routes and locations) and timeframes for Access Requests in relation to each type of development.

19. The CRA further provides that for Significant Developments, Access Providers will be given more leniency to develop bespoke access rules for their SAOs, including longer time frames and justifiable limitations in relation to the submission of fulfilment of Access Requests, whilst Access Requests to Standard Developments will need to be fulfilled by the Access Provider within the time frames set out in the Access Regulation and the Template SAO.

20. Vodafone Qatar does not agree with the proposal made by the CRA to give Significant Developments more leniency to develop access rules for the SAO. This proposal goes against the very purpose of the Access Regulation, the premise of which was to establish the obligation for Access Providers to grant access to passive infrastructure in large scale developments with a SAO as starting point. Vodafone Qatar cannot comprehend the CRA's u-turn on this matter. The Access Regulation provides sufficient flexibility and the proposed approach of the CRA would lead to further delays.

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21. Further, Vodafone Qatar would like to remind the CRA that:

    - the Access Regulation is very clear and does not provide an option for the SAO to be optional;
    - the timeframes in the Access Regulations cannot be changed through the SAO as they are cemented within the Access Regulations and all Access Providers are obliged to comply with them.

22. It is Vodafone Qatar's view that if any leniency is to be given to any Access Provider; it should be the Standard Developments and not the Significant Developments. The Significant Developments as defined by CRA include city complexes and uniformity between such developments in terms of access to civil infrastructure is critical to ensure non-discrimination on access issues across Qatar. It is also access to those developments that have proven to be highly problematic and for which a SAO would facilitate access and competitive outcomes.

23. Vodafone Qatar is also of the view that there are other ways of dealing with the issues of timeframes in the mandatory SAO as contemplated by the Access Regulation and these would include for example providing minimum and maximum timeframes for Access Requests which are in line with the Access Regulations and provide flexibility for different types of developments while providing certainty and uniformity to Access Seekers at the same time.

PART B: SPECIFIC COMMENTS ON THE REVISED STANDARD ACCESS OFFER

24. Specific comments on the SAO and recommended changes are set out in track change mode in the word version of the Standard Access Offer accompanying this letter.

25. Vodafone Qatar remains available to discuss its comments to the consultation document and respectfully suggests an industry workshop with all stakeholders to discuss the issues raised.

Yours sincerely,

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